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**FILED**  
Superior Court of California  
County of Los Angeles  
06/08/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By:                     I. Flores                     Deputy

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

**PEOPLE OF THE STATE OF CALIFORNIA EX  
REL. STATE WATER RESOURCES CONTROL  
BOARD**  
  
**PLAINTIFF,**  
  
**v.**  
  
**LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY; AND DOES 1-  
20 INCLUSIVE.**  
  
**DEFENDANTS.**

Case No. 19STCV05173

**[PROPOSED] AMENDED FINAL  
CONSENT JUDGMENT AND  
PERMANENT INJUNCTION**

(Health & Saf. Code, Div. 20,  
Chapter 6.7)

Judge: Hon. Theresa M. Traber  
Dept: 47

Plaintiff, the People of the State of California, *ex rel.* State Water Resources Control Board (“State Water Board” or “Plaintiff”) and Defendant Los Angeles County Metropolitan Transportation Authority, also known as Metro (“MTA” or “Defendant,” and all parties collectively referred to as “Parties”) having stipulated and consented to the entry of this Amended Final Consent Judgment and Injunction (“Amended Final Judgment”) in their Stipulation for Entry of Amended Final Consent Judgment and Permanent Injunction (“Stipulation”); and

1 Pursuant to paragraph 17 of the February 25, 2019 Final Consent Judgment and Injunction  
2 (“Original Final Judgment”) entered in this matter, which provides for the amendment of the  
3 Original Final Judgment “upon written consent by the Parties and the subsequent approval of the  
4 Court”; and

5 The Court having considered the pleadings, which include, without limitation, the  
6 Complaint, the Parties’ Stipulation, the Original Final Judgment, and this proposed Amended  
7 Final Judgment;

8 IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED that the Court enters this  
9 Amended Final Judgment as follows:

10 **INTRODUCTION**

11 On February 25, 2019, the Court entered the Original Final Judgment pursuant to the  
12 Parties’ Stipulation for Entry of Amended Final Consent Judgment and Permanent Injunction  
13 (“Original Stipulation”). The Original Final Judgment addressed and resolved the State Water  
14 Board’s allegations that MTA violated various laws and regulations governing the operation and  
15 maintenance of underground storage tanks (“USTs”) and UST systems. Since the entry of the  
16 Original Final Judgment, the Parties have negotiated a resolution to subsequent alleged violations  
17 that the State Water Board identified in Annual Reports that Defendant MTA submitted pursuant  
18 to the Original Final Judgment. Pursuant to paragraph 17 of the Original Final Judgment, the  
19 Parties have stipulated to amend the Original Final Judgment to address those alleged violations.  
20 In all of the negotiations, both Parties were represented by counsel.

21 **STIPULATION FOR ENTRY OF AMENDED FINAL JUDGMENT**

22 On February 5, 2019, the Parties entered into the Original Stipulation to settle this matter in  
23 order to avoid prolonged and complicated litigation. The Parties’ Original Stipulation consented  
24 to entry by the Court of the Original Final Judgment on the terms set forth therein, which the  
25 Court did and entered on February 25, 2019.

26 This Amended Final Judgment enforces and resolves subsequent alleged violations in order  
27 to avoid prolonged and complicated enforcement litigation. Like the Original Final Judgment,  
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1 this Amended Final Judgment is also based on the Parties’ Stipulation filed concurrently  
2 herewith. Paragraph 17 of the Original Final Judgment provides for the amendment of the  
3 Original Final Judgment “upon written consent by the Parties and the subsequent approval of the  
4 Court.”

5 **1. DEFINITIONS**

6 1.1. Except where otherwise expressly defined herein, all terms shall be interpreted  
7 consistent with Chapter 6.7 of Division 20 of the California Health and Safety Code and Title 23,  
8 Division 3, Chapter 16 of the California Code of Regulations (“the UST Regulations”).

9 1.2. “Released USTs” shall mean the one hundred three (103) USTs currently and  
10 formerly owned and/or operated by MTA and located at each of the Divisions of MTA. More  
11 specifically, the USTs are or were located at:

- 12 a. Division 1, 1130 East 6<sup>th</sup> Street;
- 13 b. Division 2, 720 East 15<sup>th</sup> Street;
- 14 c. Division 6, 100 Sunset Avenue;
- 15 d. Division 8, 9201 Canoga Avenue;
- 16 e. Division 10, 742 North Mission Road;
- 17 f. Division 30, 900 Lyon Street;
- 18 g. Division 99, 1 Gateway Plaza;
- 19 h. Division 20, 320 South Santa Fe Avenue;
- 20 i. Division 3, 630 West Avenue 28;
- 21 j. Division 5, 5425 South Van Ness Avenue;
- 22 k. Division 15, 11900 West Branford Street;
- 23 l. Division 11, 4350 East 208<sup>th</sup> Street;
- 24 m. Division 18, 450 West Griffith Street;
- 25 n. Division 9, 3449 Santa Anita Avenue;
- 26 o. Division 4, 7878 Telegraph Road;
- 27 p. Division 7, 8800 Santa Monica Boulevard.

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1.3. “Covered USTs” shall mean all USTs that are owned and/or operated by MTA as of the date of entry of the Amended Final Judgment (“existing Covered USTs”) and any USTs that come to be owned and/or operated by MTA on or after the date of entry of the Amended Final Judgment (“newly acquired Covered USTs”) subject to the following provisions:

(a) Any Covered UST that is permanently closed in accordance with the requirements of Article 7 of Title 23, California Code of Regulations shall cease to be a Covered UST at the time the permanent closure is complete.

(b) Any Covered UST that is sold or transferred so that MTA is no longer the owner and/or operator of such UST shall cease to be a Covered UST at the time the sale or transfer is complete.

1.4. “Certified Unified Program Agency” or “CUPA” is the agency certified by the Secretary of the California Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of Division 20 of the Health and Safety Code and California Code of Regulations, Title 27, to implement certain State environmental programs within a jurisdiction. As used in the Stipulation and in the Amended Final Judgment, “CUPA” includes any Participating Agency (as defined in Health and Safety Code section 25501(e)(2)) or Unified Program Agency (as defined in Health and Safety Code section 25501(e)(3)).

1.5. “DO” means the designated UST operator.

1.6. “Immediately” means directly and without undue delay.

1.7. “Promptly” means as soon as reasonably practicable.

1.8. “Suspended Penalty Conduct” shall mean a violation of one or more provisions of Paragraphs 5.1 through 5.22, below.

## **2. JURISDICTION**

As set forth in the Original Stipulation, the Parties requested, and the Court approved, the Court’s retention of jurisdiction for the purpose of enabling any Party to the Original Final Judgment to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the enforcement or compliance with the Original Final Judgment. (See Original Final Judgment, ¶ 2; see also ¶ 17.) The instant Stipulation and this Amended Final

1 Judgment is necessary and appropriate for the enforcement or compliance with the Courts'  
2 Original Final Judgment.

3 **3. SETTLEMENT OF DISPUTED CLAIMS**

4 The Parties have stipulated pursuant to a compromise and settlement of disputed Claims set  
5 forth in the Complaint and those enforcement matters claimed by the State Water Board  
6 following the entry of the Original Final Judgment. MTA waived its right to a hearing on the  
7 matters covered by the Complaint prior to the entry of the Original Final Judgment, as well as the  
8 matters covered by this Amended Final Judgment.

9 **4. PAYMENT FOR CIVIL PENALTIES AND INVESTIGATION AND**  
10 **ENFORCEMENT COSTS**

11 4.1. Upon entry of the Amended Final Judgment, MTA was liable for a total of SIX  
12 MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$6,700,000) in civil penalties to be  
13 paid and/or suspended and SIXTY-SEVEN THOUSAND FIFTY DOLLARS (\$67,050) in costs  
14 to be paid, as set forth in paragraphs 4.2 through 4.5, below.

15 4.2. Cash Civil Penalties: Pursuant to the Original Final Judgment, within thirty (30) days  
16 of entry, MTA was to pay a total of TWO MILLION DOLLARS (\$2,000,000) in civil penalties  
17 imposed pursuant to Section 25299 of the Health and Safety Code. MTA satisfied this payment  
18 requirement; MTA issued the payment on March 27, 2019, and the State Water Board deposited it  
19 on April 4, 2019.

20 4.3. Reimbursement of Costs of Investigation and Enforcement: Pursuant to the Original  
21 Final Judgment, within thirty (30) days of entry, MTA was to pay a total of SIXTY-SEVEN  
22 THOUSAND FIFTY DOLLARS (\$67,050) to the State Water Board for reimbursement of the  
23 costs of investigation and other costs of enforcement. MTA satisfied this payment requirement;  
24 MTA issued the payment on March 27, 2019, and the State Water Board deposited it on April 4,  
25 2019.

26 4.4. Enhanced Compliance Actions: Of the total civil penalty amount of SIX MILLION  
27 DOLLARS SEVEN HUNDRED THOUSAND (\$6,700,000), TWO MILLION SEVEN  
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1 HUNDRED THOUSAND DOLLARS (\$2,700,000) shall be suspended on the condition that: (1)  
2 MTA complies with its payment obligation set forth in Paragraph 4.5., and (2) MTA demonstrates  
3 that it has expended at least TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS  
4 (\$2,700,000) on completing the actions described in paragraphs 4.4.a through 4.4.c below that  
5 exceed regulatory requirements (“Enhanced Compliance Actions”), subject to verification by an  
6 independent third party approved by the State Water Board. The costs associated with retaining  
7 an independent third party to verify MTA’s expenditures on the Enhanced Compliance Actions  
8 shall not be considered an Enhanced Compliance Action cost eligible to offset any portion of the  
9 suspended penalty amount of TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS  
10 (\$2,700,000) for enhanced compliance actions.

11 4.4.a. Test Boot Replacement: MTA may replace test boots at each covered facility prior  
12 to conducting any secondary containment test during the period of the injunction.

13 4.4.b. Environmental Compliance Manager (ECM) and Annual Reporting: MTA shall  
14 employ or contract for an ECM for the period of the injunction. The ECM shall ensure  
15 compliance with all UST statutes and regulations. The ECM shall submit an annual report  
16 including all the compliance information related to USTs, including, but not limited to inspection  
17 reports, notices of violation, corrective actions taken, any ongoing violations, and supporting  
18 documentation for each of the foregoing. The ECM shall have the following minimum  
19 qualifications: five (5) years’ experience in environmental compliance, knowledge of the UST  
20 laws and regulations, and is a separate entity from the entity providing monitoring services for  
21 MTA. The ECM may be a third party. The MTA, via the ECM, provided the first three annual  
22 reports. The ECM shall provide an additional annual report on or before February 25th each year  
23 for the term of the injunction. The annual report shall cover the time period for the prior calendar  
24 year, from January 1 to December 31.

25 4.4.c. UST Replacement: Within five (5) years from the date of entry of the Original Final  
26 Judgment, MTA may remove and, at MTA’s sole discretion, replace any of its Released USTs  
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1 with aboveground storage tanks that meet the requirements of the Aboveground Petroleum  
2 Storage Act, as set forth in Chapter 6.67 of Division 20 of Health and Safety Code.

3 4.4.d. All costs associated with completing the Enhanced Compliance Actions must be  
4 submitted to the State Water Board no later than three (3) years and six (6) months following  
5 entry of the Original Final Judgment. Any costs submitted after that time will not be eligible for  
6 application as an Enhanced Compliance Action, and will not result in the suspension of any  
7 penalty amount.

8 4.4.e. In the event that MTA is not able to demonstrate to the reasonable satisfaction of the  
9 State Water Board that it has expended at least TWO MILLION SEVEN HUNDRED  
10 THOUSAND DOLLARS (\$2,700,000) in verifiable costs of completing the Enhanced  
11 Compliance Actions, MTA shall pay to the State Water Board the amount of the difference  
12 between the amount reasonably accepted by the State Water Board and the suspended penalty  
13 amount of TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$2,700,000). In the  
14 event the Parties disagree over whether one or more expenditures by MTA are eligible as a cost of  
15 completing an Enhanced Compliance Action, either Party may seek resolution of the dispute by  
16 filing a noticed motion in accordance with the provisions of Paragraph 20. In any such  
17 proceeding, MTA shall have the burden of proving that each disputed expenditure qualifies as one  
18 associated with completing an Enhanced Compliance Action.

19 4.4.f. The Parties agree that none of the costs associated with completing an Enhanced  
20 Compliance Action shall be considered a reimbursable cost by the Underground Storage Tank  
21 Cleanup Fund. Furthermore, MTA agrees not to seek reimbursement from the Underground  
22 Storage Tank Cleanup Fund for any Enhanced Compliance Action costs.

23 4.5. Suspended Penalties: Of the total civil penalty amount of SIX MILLION DOLLAR  
24 SEVEN HUNDRED THOUSAND (\$6,700,000), ONE MILLION SEVEN HUNDRED  
25 THOUSAND DOLLARS (\$1,700,000) shall be suspended on the condition that: (1) MTA  
26 complies with its payment obligation set forth in this Paragraph 4.5., and (2) MTA does not  
27 engage in any Suspended Penalty Conduct specified in Paragraph 6 for a period of five (5) years,  
28

1 beginning immediately upon entry of the Original Final Judgment. Pursuant to this Amended  
2 Consent Judgment, MTA shall pay THREE HUNDRED THOUSAND DOLLARS (\$300,000) of  
3 the previously suspended penalties within thirty (30) days of the entry of this Amended Consent  
4 Judgment. This payment shall be made by check, payable to the State Water Board's "State  
5 Water Pollution Cleanup and Abatement Account."

6  
7 4.5.a. Subject to the provisions of Paragraph 4.5.b, if the State Water Board determines, in  
8 its sole discretion, that MTA has engaged in Suspended Penalty Conduct, as set forth in  
9 Paragraph 6, below, the State Water Board may pursue enforcement of this Amended Final  
10 Judgment and seek appropriate relief as authorized by law, including but not limited to, injunctive  
11 relief and civil penalties, and/or move the Court by noticed motion to assess and collect  
12 suspended penalties as provided herein. MTA shall retain all of its rights to contest the State  
13 Water Board's claim that it has engaged in Suspended Penalty Conduct, including the right to  
14 assert that the alleged violation was due to a *Force Majeure Event*, as described in Paragraph 21.

15 4.5.b. If the State Water Board elects to assess and collect suspended penalties as provided  
16 herein and the Court finds that MTA has engaged in Suspended Penalty Conduct, or failed to act  
17 when it had a duty to act on one or more occasions that constitute a violation of the provisions  
18 that are designated as Suspended Penalty Conduct, the Court shall impose a civil penalty as  
19 follows: For each Suspended Penalty Conduct violation and for each thirty (30) day calendar  
20 period that a Suspended Penalty Conduct violation remains uncorrected, the Court shall impose a  
21 mandatory ONE HUNDRED FIFTY THOUSAND DOLLAR (\$150,000) civil penalty payable to  
22 the State Water Pollution Cleanup and Abatement Account. The State Water Board shall have  
23 the burden of proof for establishing that an alleged Suspended Penalty Conduct violation(s) has  
24 occurred. MTA shall have the burden of proof for establishing that the alleged Suspended  
25 Penalty Conduct violation(s) has been corrected in accordance with all applicable laws. MTA  
26 shall not be liable for suspended penalties if the alleged Suspended Penalty Conduct has been  
27 corrected within thirty (30) calendar days after MTA received "Notice" of the violation upon  
28 which the Suspended Penalty Conduct is based. If MTA experiences problems obtaining parts or

1 vendors due to availability limitations precluding repair within thirty (30) days of MTA receiving  
2 Notice of the violation MTA shall: (1) notify the State Water Board or CUPA no less than two (2)  
3 weeks prior to the thirty (30)-day deadline; and (2)(a) state the specific basis for the delay; (2)(b)  
4 estimate the time when parts or vendors will be available; (2)(c) identify the entities or persons  
5 contacted in attempts to procure parts and vendors; (2)(d) provide the most recent CUPA annual  
6 inspection report form; (2)(e) state that all reasonable and diligent efforts to effect the repair have  
7 been, are, and will be undertaken to complete the repair as soon as practicable; and (2)(f) obtain  
8 written approval from the CUPA of the requested extension of time. If the CUPA fails to respond  
9 to a request for extension of time, the request for extension of time will be deemed granted. MTA  
10 shall be deemed to have “Notice” of Suspended Penalty Conduct in any of the following  
11 instances: (i) the State Water Board has provided MTA actual written notice of the violation(s)  
12 which constitute Suspended Penalty Conduct; (ii) a CUPA has identified the violation(s) in any  
13 written inspection report or other written report; (iii) any inspector has identified the violation(s)  
14 in any written inspection report or other written report; (iv) the violation(s) or the facts that  
15 constitute Suspended Penalty Conduct are identified in a written inspection report prepared by  
16 MTA’s designated operator, or (v) when any officer, employee or agent of MTA becomes aware  
17 of facts that constitute Suspended Penalty Conduct. The State Water Board may still pursue  
18 enforcement and seek any appropriate relief for violations that constitute Suspended Penalty  
19 Conduct as authorized by law, including but not limited to, the assessment and collection of  
20 administrative civil penalties or civil penalties pursuant to Health and Safety Code section 25299.  
21 If the Court finds that MTA has engaged in Suspended Penalty Conduct, the Parties agree that the  
22 Court shall have no discretion to reduce or otherwise modify the amount of suspended penalties  
23 to be assessed and awarded to the State Water Board pursuant to the Stipulation and the Amended  
24 Final Judgment until the entire remaining suspended penalty amount of ONE MILLION SEVEN  
25 HUNDRED THOUSAND DOLLARS (\$1,700,000) is exhausted. Payment of the suspended  
26 penalties imposed by the Court pursuant to this paragraph shall be due to the State Water Board  
27 within thirty (30) days from the Court’s final order(s). If MTA complies with its payment  
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1 obligation set forth in Paragraph 4.5 and does not engage in Suspended Penalty Conduct for the  
2 remaining period of five (3) years, beginning with the entry of the Amended Final Judgment, the  
3 suspension of penalties as herein provided shall become permanent. However, if a motion to  
4 assess and collect suspended civil penalties as provided herein is still pending before the Court  
5 three (3) years after the entry of the Amended Final Judgment, the suspension of penalties shall  
6 not become final until the Court issues a final order and MTA has made all payments of civil  
7 penalties to the State Water Board if required by such order.

8 4.5.c. The suspended penalties provided by Paragraph 4.5 are in addition to, and do not bar,  
9 any other remedies or sanctions that may be available for any violations of Chapter 6.7 of  
10 Division 20 of the California Health and Safety Code and the UST Regulations.

11 4.6. Late Payments: MTA shall be liable for a stipulated civil penalty of FIVE  
12 THOUSAND DOLLARS (\$5,000) for each day that a payment required pursuant to the  
13 Stipulation and this Amended Final Judgment is late.

14 4.7. Payments made pursuant to Paragraph 4.5. shall be made by check and delivered to  
15 the State Water Resources Control Board:

16  
17 Division of Administrative Services, Accounting Branch  
18 1001 I Street, 18<sup>th</sup> Floor [95814]  
19 P.O. Box 1888  
20 Sacramento, CA 95812-1888

21 MTA shall send a photocopy of payments made pursuant to Paragraph 4.5. to the Plaintiff's  
22 Notices identified in Paragraph 18.

23 **5. INJUNCTIVE RELIEF**

24 Pursuant to the provisions of Health and Safety Code section 25299.01, but subject to the  
25 termination Paragraph 19 below, upon approval and entry of the Amended Final Judgment by the  
26 Court, MTA, with respect to the Covered USTs, is enjoined to comply with Chapter 6.7 of  
27 Division 20 of the Health and Safety Code, the UST Regulations and additional requirements as  
28 provided herein. Specifically, MTA is enjoined to comply with the following requirements for  
each of the Covered USTs:

1           5.1.    MTA shall comply with all orders for information relevant to compliance with  
2 UST statutes and regulations pursuant to Health and Safety Code section 25289.

3           5.2.    MTA shall continuously monitor any underground pressurized piping with a Line  
4 Leak Detector (LLD), continuously monitor with an audio/visual alarm, and conduct a 0.1 gallon  
5 per hour (gph) precision line test annually, consistent with the requirements of Title 23, California  
6 Code of Regulations sections 2636(f). Where UST systems exist, but contain substances with  
7 viscosities too high for any LLD to function properly, the State Water Board requires MTA to test  
8 the in line solenoid valve every 12 months for proper operation, ensure the valve is tagged at the  
9 time of testing, and include test results on the monitoring certification documentation as required  
10 in Title 23, California Code of Regulations section 2638.  
11

12           5.3.    MTA shall install and maintain LLDs with the ability to detect a 3 gph leak,  
13 consistent with the requirements of Health and Safety Code section 25290.1(h), 25291(f), and  
14 Title 23, California Code of Regulations sections 2636(f).  
15

16           5.4.    MTA shall maintain the required records for maintenance, monitoring, and testing  
17 records, and records related to the Designated Operator, including training records, at each of the  
18 UST facilities, consistent with Health and Safety Code section 25293, and Title 23, California  
19 Code of Regulations sections 2712(b), 2715(c), and 2716(f).  
20

21           5.5.    MTA shall maintain a current operating permit for each UST facility, consistent  
22 with Health and Safety Code section 25284(a).  
23

24           5.6.    MTA shall maintain the current operating permit on site at each UST facility,  
25 consistent with Title 23, California Code of Regulations section 2712(i).  
26

27           5.7.    MTA shall meet overfill prevention equipment requirements at each of the UST  
28 facilities in a manner acceptable to the State Water Board, and consistent with Health and Safety  
Code sections 25290.1(f), 25290.2(e), 25291(c), and Title 23, California Code of Regulations

1 section 2635(c)(1) and (d).

2 5.8. MTA shall ensure that all USTs are constructed, operated and maintained to  
3 provide primary containment, consistent with the requirements of Health and Safety Code  
4 25291(a)(1), and Title 23, California Code of Regulations section 2631(a) and 2712(j).

5 5.9. MTA shall ensure USTs installed pursuant to Health and Safety Code sections  
6 25290.1, 25290.2 and 25291 shall be constructed and maintained such that the primary  
7 containment shall be product tight and compatible with the substance stored, and the secondary  
8 containment shall prevent structural weakening as a result of contact with any released hazardous  
9 substances, and shall also be capable of storing hazardous substances for the maximum  
10 anticipated period of time necessary for the recovery of any released hazardous substance, as  
11 required by Health and Safety Code sections 25290.1(c)(2), 25290.2(c)(1) and (2), 25291(a)(1)  
12 and (2). Primary containment must be installed inside secondary containment and be installed in  
13 accordance with industry code as required by Title 23 California Code of Regulations section  
14 2636(c)(1) and (2).  
15

16 5.10. MTA shall maintain all components of the UST monitoring system and ensure that  
17 they are functional, consistent with the requirements for Health and Safety Code sections  
18 25290.1(d), 25290.2(d), 25291(b), and Title 23, California Code of Regulations sections 2630(d),  
19 and 2632(c)(2).  
20

21 5.11. MTA shall meet all the requirements for Title 23, California Code of Regulations  
22 section 2636(a)(3) for UST systems applying the exemptions for safe suction systems.  
23

24 5.12. MTA shall ensure that all UST systems meet spill containment requirements,  
25 including minimum five (5)-gallon capacities, protection from galvanic corrosion if made of steel,  
26 and drain method, consistent with Title 23, California Code of Regulations section 2635(b).  
27

28 5.13. MTA shall monitor product piping to detect a leak at the earliest opportunity,

1 including ensuring that test boots are pulled back allowing for drainage of leaked product to reach  
2 leak detection sensors, boot ports (Schrader valves) have no obstructions and are positioned  
3 between 3 o'clock and 9 o'clock to allow for drainage, monitoring sensors are functional,  
4 monitoring sensors are positioned in accordance with the manufacturer's specifications, and that  
5 there are no other circumstances interfering with monitoring equipment, consistent with the  
6 requirements of Health and Safety Code sections 25290.1(d), 25290.2(d), 25291(b), and Title 23,  
7 California Code of Regulations sections 2630(d), and 2638(a).  
8

9 5.14. MTA shall perform spill containment testing for each UST facility, consistent with  
10 Health and Safety Code section 25284.2 and Title 23, California Code of Regulations section  
11 2637.1(a).  
12

13 5.15. MTA shall ensure that DO inspections occur in accordance with Title 23,  
14 California Code of Regulations section 2716(a) and (b).  
15

16 5.16. MTA shall ensure that employees, contractors, agents or other personnel that  
17 utilize UST systems receive the required DO training, consistent with Title 23, California Code of  
18 Regulations section 2715(c). MTA shall maintain all DO training records at each UST facility,  
19 consistent with Title 23, California Code of Regulations section 2715(c).  
20

21 5.17. MTA shall submit and update, as required, facility and tank information  
22 documents consistent with the requirements of Health and Safety Code section 25286(a) and Title  
23 23, California Code of Regulations section 2711(a).  
24

25 5.18. MTA shall submit and update, as required, monitoring plans for each UST system  
26 at each UST facility consistent with the requirements of Health and Safety Code section 25286(a)  
27 and (c), and Title 23, California Code of Regulations sections 2632(d)(1), 2634(a),(b),(c) and (d)  
and 2711(a)(9).  
28

5.19. MTA shall submit and update, as required, the plot/site map for each UST facility,

1 consistent with Health and Safety Code section 25286(a) and Title 23, California Code of  
2 Regulations 2711(a)(8).

3 5.20. MTA shall ensure that all monitoring equipment is tagged during the Monitoring  
4 Certification, consistent with Title 23, California Code of Regulations section 2638(f).

5 5.21. MTA shall ensure that there is no tampering with monitoring equipment such that  
6 monitoring equipment is disabled, manipulated, or otherwise prevented from effectively  
7 performing its function.

8 5.22. MTA shall continuously monitor emergency generator pressurized piping, with an  
9 automatic LLD, which will restrict flow, shut down flow, or activate an audio-visual alarm in the  
10 event of a leak detection. MTA shall perform a 0.1 gph line tightness test every twelve (12)  
11 months, in accordance with Title 23, California Code of Regulations section 2636(f)(5).

## 12 **6. SUSPENDED PENALTY CONDUCT**

13 The failure by MTA to comply with any one of the requirements in paragraphs 5.1 through  
14 5.22 shall constitute Suspended Penalty Conduct for which MTA will be subject to the Suspended  
15 Penalties described in Paragraph 4.5, above.

## 16 **7. MATTERS COVERED BY THE AMENDED FINAL JUDGMENT**

17 7.1. This Amended Final Judgment is a final and binding resolution and settlement of all  
18 claims, violations, and causes of action alleged by the Plaintiff in the Complaint regarding the  
19 Released USTs and all claims, violations, penalties and causes of action related to the Released  
20 USTs which could have been asserted by the Plaintiff based upon the acts, omissions and/or  
21 events that are alleged in the Complaint (hereinafter referred to as “Covered Matters”). The  
22 Parties reserve the right to pursue any claim that is not a Covered Matter (“Reserved Claim”) and  
23 to defend against any Reserved Claims.

24 7.2. The Covered Matters do not include and the Amended Final Judgment does not apply  
25 to any claims, actions or penalties for the performance, or lack of performance of, cleanup,  
26  
27

1 corrective action, or response action concerning or arising out of actual past or future releases,  
2 spills, leaks, discharges or disposal of motor vehicle fuels, hazardous wastes, or hazardous  
3 substances caused or contributed by MTA at locations at or from the Released USTs or Covered  
4 USTs. This Amended Final Judgment does not prevent any claims, actions, or penalties by the  
5 Plaintiff and/or other regulatory entity based upon the actual release of any motor vehicle fuels,  
6 hazardous wastes, or hazardous substances into the soil or groundwater.

7  
8 7.3. Except as otherwise provided in the Stipulation and in this Amended Final Judgment,  
9 the Plaintiff covenants not to sue or pursue any further civil claims, actions or penalties against  
10 MTA or any of its officers, employees, representatives, agents or attorneys for the Covered  
11 Matters.

12 7.4. MTA covenants not to sue or pursue any civil or administrative claims against the  
13 Plaintiff or against any agency of the State of California or against its officers, employees,  
14 representatives, agents or attorneys arising out of or related to any Covered Matters.

15 7.5. Any claims, violations, or causes of action that are based on acts, omissions or events  
16 occurring after the date of entry of the Amended Final Judgment in this matter, are not resolved,  
17 settled or covered by the Amended Final Judgment.

18 7.6. In any subsequent action that may be brought by the Plaintiff based on any Reserved  
19 Claim(s), MTA agrees that it will not assert that failing to pursue the Reserved Claim(s) as part of  
20 this action constitutes claim-splitting, laches, or is otherwise inequitable. This Paragraph does not  
21 prohibit MTA from asserting any statute of limitations defense that may be applicable to any  
22 Reserved Claim.

23 **8. PLAINTIFF NOT LIABLE**

24 The Plaintiff shall not be liable for any injury or damage to persons or property resulting  
25 from acts or omissions by MTA in carrying out the activities pursuant to the Amended Final  
26 Judgment, nor shall the Plaintiff be held as a party to or guarantor or any contract entered into by  
27 MTA, its officers, employees, agents, representatives or contractors in carrying out activities  
28 required pursuant to the Amended Final Judgment.

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**9. EFFECT OF AMENDED FINAL JUDGMENT**

Except as expressly provided in the Amended Final Judgment or applicable statutory or common law, nothing in the Amended Final Judgment is intended nor shall it be construed to preclude the Plaintiff from exercising its authority under any law, statute or regulation. Except as expressly provided by the Amended Final Judgment, MTA retains all of its defenses and rights to the exercise of such authority.

**10. APPLICATION OF AMENDED FINAL JUDGMENT**

This Amended Final Judgment applies to and is binding upon the Plaintiff and the Defendant and to each of their respective predecessors, subsidiaries, affiliates, successors and assigns.

**11. REGULATORY CHANGES**

Nothing in the Amended Final Judgment shall excuse MTA from complying with any more stringent requirements that may be imposed by changes in applicable law. To the extent any future regulatory or statutory changes make the obligations of MTA less stringent than as provided for in Paragraphs 5.1 through 5.22 of the Stipulation and in the corresponding paragraphs of this Amended Final Judgment, MTA may apply to the Court, upon noticed motion, for modification(s) of any of the obligations contained in Paragraphs 5.1 through 5.22 hereof.

**12. AUTHORITY TO ENTER STIPULATION**

Each signatory to the Stipulation certified that he or she is fully authorized by the Party he or she represents to enter into the Stipulation, to execute it on behalf of the Party, and to legally bind that Party.

**13. PAYMENT OF LITIGATION EXPENSES AND FEES**

Except as otherwise provided in the Stipulation and in this Amended Final judgment, each of the Parties shall bear and pay their own fees and costs, including, but not limited to, their attorney fees, expert witness fees, and costs and all other costs of litigation, investigation, inspection, enforcement, prosecution and suit incurred to date, in and regarding this action,

1 although nothing in this Paragraph is intended to abridge the allocation of the payments made by  
2 MTA pursuant to Paragraph 4 hereof.

3 **14. COUNTERPART SIGNATURES**

4 The Stipulation may be executed by the Parties in counterpart.

5 **15. ENTRY OF AMENDED FINAL JUDGMENT**

6 Pursuant to the Stipulation, the Parties sought approval of the Amended Final Judgment and  
7 requested that the Court make a determination that the Amended Final Judgment is fair and in the  
8 public interest. The Court determines that the Amended Final Judgment is fair and in the public  
9 interest.

10 **16. INTEGRATION**

11 The Stipulation and this Amended Final Judgment constitute the whole agreement between  
12 the Parties. The Amended Final Judgment may not be amended or modified except as provided  
13 for in the Stipulation and in this Amended Final Judgment.

14 **17. MODIFICATION OF AMENDED FINAL JUDGMENT**

15 As was the case for the Original Final Judgment, this Amended Final Judgment may be  
16 amended or modified only on a noticed motion by one of the Parties with subsequent approval by  
17 the Court or upon written consent by the Parties and the subsequent approval of the Court.

18 **18. NOTICES**

19 All notices and submissions required by the Stipulation and this Amended Final Judgment  
20 shall be sent to the following via personal delivery, or overnight mail using a reputable delivery  
21 courier, or United States Postal Service mail, certified or registered mail, return receipt requested:  
22

23 <b>For Plaintiff:</b> 24 Nickolaus Knight 25 Senior Staff Counsel 26 State Water Resources Control Board 27 Office of Enforcement 28 801 K Street, 23 <sup>rd</sup> Floor Sacramento, CA 95814  And	<b>For Defendant:</b> Cris Liban Executive Officer, Projects Engineering Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012  And
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Ross Hirsch  
Deputy Attorney General  
300 South Spring Street, 11<sup>th</sup> Floor North  
Los Angeles, CA 90013

Ronald W. Stamm  
Principal Deputy County Counsel  
One Gateway Plaza, 24<sup>th</sup> Fl.  
Los Angeles, CA 90012

**19. TERMINATION OF INJUNCTIVE RELIEF PROVISIONS**

At any time after the Amended Final Judgment has been in effect for three (3) years, MTA may file a motion seeking to have the Court relieve it from any further compliance with all and/or some of the injunctive relief provisions of Paragraph 5 of the Stipulation and the corresponding provisions of this Amended Final Judgment based upon MTA's demonstrated history of compliance with Paragraph 5. If the State Water Board agrees that MTA has demonstrated that it has complied with Paragraph 5, it may file a statement of non-opposition to such motion. If the State Water Board disagrees, the State Water Board may file an opposition setting forth its reasoning and recommending that the Amended Final Judgment, including the injunctive relief provisions, remain in effect. Within thirty (30) calendar days of the filing of MTA's motion, the State Water Board may file either a statement of non-opposition, or an opposition, and within forty-five (45) calendar days of the filing of MTA's motion, MTA may file a reply. The motion's hearing date will be based on the Court's calendar, but in no event will it be less than fifty (50) calendar days after MTA's filing of its motion. The Parties agree that the Court may grant MTA's request upon a showing by MTA that it has complied with Paragraph 5 and a determination by this Court that MTA has complied with the obligations set forth in Paragraph 5 of the Amended Final Judgment. In the event the Court denies MTA's request, the injunctive relief provisions of Paragraph 5 of the Stipulation and the corresponding provisions of this Amended Final Judgment shall remain in force for an additional term of one (1) year, at which time MTA may file a further motion seeking to have the court relieve it from the injunctive relief provisions of Paragraph 5 of the Stipulation and the corresponding provisions of this Final Judgment.

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1                   **20.    ENFORCEMENT OF AMENDED FINAL JUDGMENT**

2                   20.1. The State Water Board may move this Court to enjoin MTA from any violation of  
3 any provisions of the Amended Final Judgment and to award other appropriate relief, including  
4 penalties and costs, by serving and filing a regularly noticed motion in accordance with Code of  
5 Civil Procedure section 1005 (“Enforcement Motion”). MTA may file an opposition, and the  
6 State Water Board may file a reply. At least ten (10) days before filing an Enforcement Motion,  
7 the State Water Board will meet and confer in good faith with MTA to attempt to resolve the  
8 matter without judicial intervention. Notwithstanding any other provisions in the Stipulation or  
9 this Final Judgment, the State Water Board may take immediate action as authorized by law in  
10 order to respond to an immediate threat to human health or the environment.

11                   20.2. The Court has the authority to enjoin any violation of the Amended Final Judgment.  
12 On the State Water Board’s Enforcement Motion and if the State Water Board has met its burden  
13 of proof as required by Paragraph 4.5, if applicable, the payment amounts as provided in those  
14 Paragraphs shall be binding on MTA until the entire remaining suspended penalty amount of  
15 ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000) is exhausted. The  
16 Court retains, in addition, its power to enforce the Amended Final Judgment through contempt.  
17 Except as to Covered Matters between the State Water Board and MTA, nothing in the Amended  
18 Final Judgment or the Stipulation shall restrict the authority of any state or local agency to seek  
19 criminal or civil penalties and injunctive relief as provided by law.

20                   **21.    FORCE MAJEURE EVENT**

21                   21.1. It is not a breach of MTA’s obligations under Paragraph 5 if MTA is unable to  
22 perform due to a *Force Majeure Event*. Any event due to acts of God, acts of war (including, but  
23 not limited to, acts of terror) or circumstances beyond the control of MTA that prevents the  
24 performance of such an obligation despite MTA’s timely and diligent efforts to fulfill the  
25 obligation is a *Force Majeure Event*. The inability to obtain any legally required authorizations,  
26 permits, or licenses, after exercise of reasonable diligence, from any governmental agency is a  
27 *Force Majeure Event*. A *Force Majeure Event* does not include financial inability to fund or  
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1 complete any work, any failure by MTA's suppliers, contractors, subcontractors or other persons  
2 contracted to perform the work for or on behalf of MTA (unless their failure to do so is itself due  
3 to a *Force Majeure Event*), nor does it include circumstances which could have been avoided if  
4 MTA had complied with preventative requirements imposed by law, regulation or ordinance.

5         21.2. If MTA claims a *Force Majeure Event*, it shall notify the State Water Board in  
6 writing within three (3) business days of when MTA learns that the event will prevent  
7 performance of an obligation in Paragraph 5. Within fourteen (14) calendar days thereafter, MTA  
8 shall provide the State Water Board a written explanation and description of the reasons for the  
9 prevention of performance, all actions taken or to be taken to prevent or mitigate the  
10 nonperformance, the anticipated date for performance, and explanation of why the event is a  
11 *Force Majeure Event*, and any documentation to support MTA's explanation. Within fourteen  
12 (14) calendar days of receipt of such explanation, the State Water Board will notify MTA in  
13 writing whether the State Water Board agrees or disagrees with MTA's assertion of a *Force*  
14 *Majeure Event*. If the Parties do not agree that a particular delay or lack of performance is  
15 attributable to a *Force Majeure Event*, either Party may petition the Court to resolve the dispute.  
16 If either Party petitions the Court to resolve the dispute, it will neither prejudice nor preclude the  
17 State Water Board from bringing a motion to enforce any of the provisions of Paragraph 5 against  
18 MTA as provided in Paragraph 21.4., below.

19         21.3. The time for performance of the obligations under Paragraph 5 of the Stipulation that  
20 are affected by a *Force Majeure Event* will be extended for such time as is necessary to complete  
21 those obligations. An extension of time for performance of the obligations affected by the *Force*  
22 *Majeure Event* shall not, of itself, extend the time for performance of any other obligation.

23         21.4. If the State Water Board decides to enforce the Provisions of Paragraph 5 against  
24 MTA for the failure to perform in spite of MTA's claim of a *Force Majeure Event*, MTA may  
25 raise the claimed *Force Majeure Event* as a defense to such an action and shall have the burden of  
26 proof to demonstrate the *Force Majeure Event*.

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**22. NO WAIVER OF RIGHT TO ENFORCE**

The failure of the State Water Board to enforce any provision of the Amended Final Judgment shall neither be deemed a waiver of such provision nor in any way affect the validity of the Amended Final Judgment. The failure of the State Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of the Amended Final Judgment. Except as expressly provided in the Amended Final Judgment, MTA retains all defenses allowed by law to any such later enforcement. No oral advice, guidance, suggestions or comments by employees or officials of any Party regarding matters covered in the Amended Final Judgment shall be construed to relieve any Party of its obligations under the Amended Final Judgment.

**23. NECESSITY FOR WRITTEN APPROVALS**

All approvals and decisions of the State Water Board under the terms of the Amended Final Judgment shall be communicated to MTA in writing. No oral advice, guidance, suggestions or comments by employees of or officials of the State Water Board regarding submissions or notices shall be construed to relieve MTA of its obligation to obtain any final written approval required by the Final Judgment.

**24. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

MTA shall permit any duly authorized representative of the State Water Board to inspect and copy MTA’s records and documents, and to enter and inspect MTA’s facilities to determine whether MTA is in compliance with the terms of the Amended Final Judgment. Such documents include, but are not limited to, MTA’s designated operator reports, inspection reports, and environmental compliance documents. Nothing in this Paragraph is intended to require access to or production of any documents that are protected from production or disclosure by the attorney-client privilege, attorney work product doctrine or any other applicable privilege afforded to MTA under law.

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**IT IS SO ORDERED, ADJUDICATED AND DECREED** that the Court hereby enters

this Amended Final Judgment.

Dated: 06/08/2022, 2022

*Original signatures available upon request*

\_\_\_\_\_  
Judge of the Superior Court  
County of Los Angeles

**DECLARATION OF SERVICE BY E-MAIL and U.S. Mail**

Case Name: **People of the State of California ex rel. State Water Resources Control Board v. Los Angeles County Metropolitan Transportation Authority**

Case No.: **19STCV05173**

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. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business.

On June 2, 2022, I served the attached **(PROPOSED) AMENDED FINAL CONSENT JUDGMENT AND PERMANENT INJUNCTION** by transmitting a true copy via electronic mail. In addition, I placed a true copy thereof enclosed in a sealed envelope, in the internal mail system of the Office of the Attorney General, addressed as follows:

Ronald W. Stamm  
Principal Deputy County Counsel  
Transportation Division  
Metro Los Angeles  
One Gateway Plaza  
Los Angeles, CA 90012  
E-Mail: StammR@metro.net

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on June 2, 2022, at Los Angeles, California.

Beatriz Davalos  
\_\_\_\_\_  
Declarant

*Original signatures available upon request*  
\_\_\_\_\_  
Signature