

OFFICE COPY
ATTORNEY GENERAL

1 KAMALA D. HARRIS
Attorney General of California
2 MARGARITA PADILLA
Supervising Deputy Attorney General
3 EDWARD H. OCHOA (SBN 144842)
CATHERINE M. WIEMAN (SBN 222384)
4 JOHN W. EVERETT (SBN 259481)
Deputy Attorneys General
5 110 West A Street, Suite 1100
San Diego, CA 92101
6 P.O. Box 85266
San Diego, CA 92186-5266
7 Telephone: (619) 645-2041
Fax: (619) 645-2012
8 E-mail: Ed.Ochoa@doj.ca.gov
Attorneys for Plaintiff
9 *State Water Resources Control Board*

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF MERCED
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16 **PEOPLE OF THE STATE OF
CALIFORNIA EX REL THE STATE
17 WATER RESOURCES CONTROL
BOARD,**

18 Plaintiff,

19 v.

20 **TA OPERATING LLC; HPT TA
21 PROPERTIES TRUST; and PETRO
TRAVEL PLAZA LLC,**

22 Defendants.
23

Case No. CV001267

Assigned for All Purposes to Judge Carol Ash

**STIPULATION FOR ENTRY OF FINAL
CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

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

Action Filed: August 2, 2010

24 This Stipulation for Entry of Final Consent Judgment and Permanent Injunction
25 ("Stipulation") is entered into by Plaintiff the People of the State of California, ex rel. State Water
26 Resources Control Board ("People" or "State Water Board") and Defendants TA Operating LLC,
27 the successor by conversion of TA Operating Corporation, HPT TA Properties Trust, and Petro
28 Travel Plaza LLC (collectively, the "TravelCenters Entities"). For purposes of this Stipulation,

1 the State Water Board and the TravelCenters Entities shall be referred to herein collectively as the
2 "Parties," and individually as "Party."

3 The Parties have agreed to settle the above-captioned matter without further litigation, as
4 set forth below.

5 INTRODUCTION

6 In this action, the State Water Board filed a civil complaint alleging that the TravelCenters
7 Entities violated Chapter 6.7 of Division 20 of the Health and Safety Code and the implementing
8 regulations governing the operation and maintenance of underground storage tanks (USTs) and
9 UST systems, at specific facilities owned/or operated by the TravelCenters Entities identified in
10 Exhibit A, attached hereto and incorporated herein by reference ("Covered Facilities"). On
11 November 22, 2010, the State Water Board filed a First Amended Complaint for Civil Penalties,
12 Permanent Injunction, and Other Equitable Relief (the "Complaint"). On March 9, 2011, the
13 TravelCenters Entities filed their answers to the Complaint.

14 STIPULATION FOR ENTRY OF FINAL JUDGMENT

15 The Parties have now agreed to settle this matter in order to avoid prolonged and
16 complicated litigation, and after opportunity for review by counsel, hereby stipulate and consent
17 to the entry by the Court of a Final Consent Judgment and Permanent Injunction ("Final
18 Judgment"), attached hereto as Exhibit B, on the terms set forth below.

19 1. DEFINITIONS

20 1.1. Except where otherwise expressly defined in this Stipulation and in the Final
21 Judgment, all terms shall be interpreted consistent with Chapter 6.7 of Division 20 of the
22 California Health and Safety Code and Title 23, Division 3, Chapter 16 of the California Code of
23 Regulations ("the UST Regulations").

24 1.2. "Certified Unified Program Agency" or "CUPA" is an agency certified by the
25 Secretary of the California Environmental Protection Agency pursuant to the requirements of
26 Chapter 6.11 of the Health and Safety Code and California Code of Regulations, Title 27, to
27 implement certain State environmental programs within the agency's jurisdiction. As used in this
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1 Stipulation and in the Final Judgment, "CUPA" includes any Participating Agency (as defined at
2 Health and Safety Code section 25501(h)(2)) or Unified Program Agency (as defined at Health
3 and Safety Code section 25501(h)(3)).

4 1.3. "Covered Facilities" means the UST facilities that are owned and/or operated
5 by one or more of the TravelCenters Entities and that are identified in Exhibit A, as may be
6 amended by agreement of the Parties.

7 1.4. "Local Agency" means the local agency authorized, pursuant to Health and
8 Safety Code section 25283, to implement certain provisions of Chapter 6.7 of the Health and
9 Safety Code.

10 1.5. "Immediately" means directly and without undue delay.

11 1.6. "Promptly" means as soon as reasonably practicable.

12 1.7. "Suspended Penalty Conduct" shall mean a violation of one or more of the
13 provisions identified in Paragraph 4.37 through 4.37.r. below.

14 **2. JURISDICTION**

15 The Parties agree that the Superior Court of California, County of Merced, has subject
16 matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties
17 to this Stipulation.

18 **3. SETTLEMENT OF DISPUTED CLAIMS**

19 The Parties enter into this Stipulation pursuant to a compromise and settlement of disputed
20 claims set forth in the Complaint. This Stipulation is not an admission by the TravelCenters
21 Entities regarding any issue of law or fact in the above-captioned matter or any violation of law.
22 Each of the TravelCenters Entities waive their right to a hearing on any matter covered by the
23 Complaint prior to the entry of the Final Judgment.

24 **4. INJUNCTIVE RELIEF**

25 Pursuant to the provisions of Health and Safety Code section 25299.01, but subject to the
26 termination provisions of Paragraph 20 below, upon approval and entry of the Final Judgment by
27 the Court, each of the TravelCenters Entities, with respect to the Covered Facilities, is enjoined to
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1 comply with Chapter 6.7 of Division 20 of the Health and Safety Code, the UST Regulations
2 pertaining to UST systems, and the related permits and orders issued pursuant to the above-
3 referenced statutes and regulations. Specifically, each of the TravelCenters Entities is enjoined to
4 comply with the following requirements at each of the Covered Facilities:

5 4.1. USTs installed pursuant to Health and Safety Code sections 25290.1, 25290.2
6 and 25291 shall be constructed such that the secondary containment shall prevent structural
7 weakening as a result of contact with any released hazardous substances, and shall also be
8 capable of storing hazardous substances for the maximum anticipated period of time necessary for
9 the recovery of any released hazardous substance, as required by Health and Safety Code sections
10 25290.1(c)(2), 25290.2(c)(2) and 25291(a)(2).

11 4.2. USTs installed pursuant to Health and Safety Code sections 25290.1 and
12 25290.2 shall have secondary containment that is constructed, operated, and maintained to
13 prevent water intrusion into the system by precipitation, infiltration, or surface runoff, in
14 accordance with Health and Safety Code sections 25290.1(c)(3) and 25290.2(c)(3). USTs
15 installed pursuant to Health and Safety Code section 25291 shall contain a means of monitoring
16 for water intrusion and for removing the water by the owner or operator if water could enter into
17 the secondary containment by precipitation or infiltration, in accordance with Health and Safety
18 Code section 25291(e).

19 4.3. USTs shall be equipped with an overfill prevention system, as required by
20 Health and Safety Code section 25290.1(f), 25290.2(e), 25291(c), 25292(d), and 25292.1(a), and
21 the overfill prevention system shall not allow for manual override, as required by Title 23,
22 California Code of Regulations section 2635(b)(2).

23 4.4. Training for employees at each Covered Facility shall be conducted by the
24 designated UST operator, as required by Title 23, California Code of Regulations section 2715(f).
25 A list of employees who have been trained by the designated UST operator and the dates of their
26 hiring and training shall be maintained and provided to the local agency upon request, as required
27 by Title 23, California Code of Regulations section 2715(f)(3).
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1 4.5. Evidence of financial responsibility shall be maintained at all times, as required
2 by Health and Safety Code section 25292.2.

3 4.6. Notifications shall be made to the Local Agency of any changes in the usage of
4 any UST at a covered facility within 30 days, including but not limited to, storage of new
5 hazardous substances (as that term is defined in Health and Safety Code section 25281(h)), and
6 changes in monitoring procedures, as required by Health and Safety Code section 25286(a).
7 Notification shall also be made if there has been any unauthorized release, as required by Health
8 and Safety Code section 25294 and 25295.

9 4.7. Monthly UST inspections shall be performed by a designated UST operator and
10 the results of the monthly inspection shall be recorded in a monthly inspection report, as required
11 by Title 23, California Code of Regulations section 2715(c).

12 4.8. Underground pressurized piping that conveys a hazardous substance shall be
13 equipped with an automatic line leak detector, as required by Health and Safety Code sections
14 25290.1(h), 25290.2(g), 25291(f), 25292(e) and Title 23, California Code of Regulations sections
15 2636(f)(2) and 2643(c)(1).

16 4.9. UST piping that is not secondarily contained that conveys hazardous substances
17 under pressure shall be monitored using either an annual 0.1 gallon per hour test, or a monthly 0.2
18 gallon per hour test, as required by Title 23, California Code of Regulations section 2643(c).

19 4.10. When a UST operating permit is issued to one or more of the TravelCenters
20 Entities as the owner of the UST, the TravelCenters Entities to whom the permit is issued shall
21 enter into a written agreement with the operator requiring the operator to monitor the
22 underground storage tank; maintain appropriate records; and implement reporting procedures as
23 required by any applicable permit, as required by Health and Safety Code section 25284(a)(3) and
24 Title 23, California Code of Regulations section 2620(b).

25 4.11. All monitoring programs shall include a release response plan in accordance
26 with the requirements of Title 23, California Code of Regulations sections 2632(d)(2), 2634(e),
27 and 2641(h).

1 4.12. Secondary containment testing shall be conducted in accordance with the
2 requirements of Title 23, California Code of Regulations section 2637.

3 4.13. The UST monitoring system shall be capable of detecting an unauthorized
4 release from any portion of the underground storage system at the earliest possible opportunity, as
5 required by Health and Safety Code sections 25290.1(d), 25290.2(d), 25291(b) and 25292(a) and
6 Title 23, California Code Regulations section 2630(d) and 2641(a). The TravelCenters Entities
7 shall properly install and place all leak-detecting sensors so that each is capable of detecting a
8 leak at the earliest possible opportunity as required by California Code of Regulations, Title 23,
9 including, but not limited to, section 2630(d). The TravelCenters Entities promptly shall replace
10 or repair any sensor that, for any reason, becomes incapable of detecting a leak at the earliest
11 possible opportunity.

12 4.14. USTs shall be equipped with a spill container that will collect any hazardous
13 substances spilled during product delivery operations to prevent the hazardous substance from
14 entering the subsurface environment, as required by Health and Safety Code section 25284.2 and
15 Title 23, California Code of Regulations section 2635(b)(1).

16 4.15. UST systems shall be monitored using the method specified on the operating
17 permit, as required by Health and Safety Code section 25293, and Title 23, California Code of
18 Regulations sections 2632(b), 2634(b) and 2641(a).

19 4.16. Updated and approved monitoring plans and accurate plot plans/site maps shall
20 be maintained on-site at each Covered Facility. These plans/maps shall be consistent with the
21 UST monitoring systems and monitoring equipment employed at each Covered Facility, as
22 required by Title 23, California Code of Regulations sections 2632(b) and (d), 2634(d), 2641(g)
23 and (h) and 2712(i).

24 4.17. Cathodic protection testing shall be performed every three years for all USTs
25 constructed of steel, as required by Title 23, California Code of Regulations section 2635(a)(2).
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1 4.18. Accurate and current UST information shall be maintained on Unified Program
2 Consolidated Forms, as required by Health and Safety Code section 25286(a) and Title 23,
3 California Code of Regulation section 2711(a).

4 4.19. All double-walled UST systems shall be equipped with continuous monitoring
5 and all single-walled UST systems shall be equipped and monitored using a quantitative release
6 detection method listed in, and as required by Health and Safety Code sections 25290.1(d),
7 25290.2(d), 25291(b) and Title 23, California Code of Regulations section 2643(b). Written
8 records of monitoring shall be kept in accordance with the requirements specified in Title 23,
9 California Code of Regulations section 2712(b).

10 4.20. All records shall be kept as required by Health and Safety Code section 25293
11 and Title 23 California Code of Regulations 2712(b) and 2715(e) and (f) in the manner as
12 required by said provisions.

13 4.21. USTs shall be maintained so that the primary and secondary containment is
14 "product tight," as required by Health and Safety Code sections 25290.1(c), 25290.2(c) and
15 25291(a)(1).

16 4.22. All monitoring equipment shall be maintained and certified every twelve
17 months, as required by Title 23, California Code of Regulations sections 2638 and 2641(j).

18 4.23. USTs installed pursuant to Health and Safety Code section 25292 shall be
19 quantitatively monitored and USTs installed pursuant to Health and Safety Code sections
20 25290.1, 25290.2 and 25291 shall be continuously monitored to ensure that the USTs are able to
21 detect the entry of liquid or vapor phase of hazardous substances from the primary into the
22 secondary containment or water intrusion into the secondary containment, as required by Health
23 and Safety Code sections 25290.1(d), 25290.2(d) and 25291(b).

24 4.24. Notification shall be made to the Local Agency of any change of designated
25 UST operator(s) no later than 30 days after the change, as required by Title 23, California Code of
26 Regulations section 2715(a).

1 4.25. Enhanced leak detection testing shall be conducted in accordance with the
2 requirements of Health and Safety Code sections 25292.4.28 and 25292.5 and Title 23, California
3 Code of Regulations section and 2644.1.

4 4.26. The monitoring system shall have an audible and visual alarm, as required by
5 Title 23, California Code of Regulations sections and 2632(c)(2)(B) and 2636(f)(1).

6 4.27. The TravelCenters Entities shall ensure that only a "Service Technician" shall
7 remove, reposition, adjust or replace any leak-detecting sensor. "Service Technician" shall have
8 the same meaning as that term is defined in California Code of Regulations, Title 23, section
9 2611, and shall include any individual who installs or tests monitoring equipment, or provides
10 maintenance, service, system programming or diagnostics, calibration or trouble-shooting for
11 UST system components, and who meets the requirements contained in California Code of
12 Regulations, Title 23, section 2715(i).

13 4.28. Unless required for maintenance or repair, no employee or agent of any of the
14 TravelCenters Entities shall remove, reposition, adjust, replace or otherwise tamper with any
15 sensor that is part of a functioning UST system such that the sensor is not capable of detecting a
16 leak at the earliest possible opportunity, in violation of California Code of Regulations, Title 23,
17 section 2630(d).

18 4.29. In the event that corrective work is required to address the cause of the alarm,
19 the TravelCenters Entities shall complete the work promptly, consistent with all applicable legal
20 requirements, including the acquisition of any permits or authorizations required by local
21 authorities as a precondition for performing the work. Nothing in the Final Judgment exempts
22 any of the TravelCenters Entities from complying with any and all regulations and any applicable
23 local ordinances and permitting requirements. Further, nothing in the Final Judgment exempts
24 any of the TravelCenters Entities from any requirements for reporting, recording or responding to
25 unauthorized releases of hazardous substances.

26 4.30. Each of the TravelCenters Entities shall immediately upon entry of the Final
27 Judgment, maintain a program that standardizes the descriptions and method of recording alarms
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1 and responses to alarms. As part of the program, as further described in Paragraph 4.31, each of
2 the TravelCenters Entities shall require their respective employees to take annual refresher
3 courses on proper alarm recording and response as required by California Code of Regulations,
4 Title 23, section 2715(f).

5 4.31. In the event the UST monitoring system at a Covered Facility registers an
6 alarm, each of the TravelCenters Entities shall respond appropriately as required by California
7 Code of Regulations, Title 23, including, but not limited to, section 2712. Where the alarm
8 indicates a potential release of product, or a failure of the UST monitoring system, each of the
9 TravelCenters Entities shall document in writing in a Facility Alarm Log, the date and time of the
10 alarm contemporaneously with its occurrence, noting what specific piece of equipment went into
11 alarm; the cause of the alarm; and the action taken to address the cause of the alarm. Where the
12 alarm indicates a potential release of product to the environment, each of the TravelCenters
13 Entities immediately shall inspect the UST system and take all necessary actions to prevent a
14 release. Where a product “overfill alarm” occurs, in addition to undertaking any other required
15 response, each of the TravelCenters Entities promptly shall notify the delivery driver and the
16 delivery company of the overfill. The Facility Alarm Log shall be maintained on-site at the
17 Covered Facilities and shall be made available for review upon request by the Local Agencies or
18 any other regulatory agency with jurisdiction over the Covered Facilities.

19 4.32. Each of the TravelCenters Entities shall at all times ensure that test boots or
20 other termination fittings or couplings at turbine sumps, transition sumps and other piping sumps
21 are properly placed so that the secondary piping drains to a monitored sump as required by
22 California Code of Regulations, Title 23, section 2636(c).

23 4.33. Each of the TravelCenters Entities shall, in any permit application submitted
24 pursuant to California Code of Regulations, Title 23, section 2711, provide complete and accurate
25 information including, but not limited to, the name of the owner and operator of the UST systems
26 at the Covered Facilities and the permit requirements of California Health and Safety Code
27 section 25284.
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1 4.34. Within thirty (30) calendar days after the entry of the Final Judgment, each of
2 the TravelCenters Entities shall provide written notice of the terms of the Final Judgment, in a
3 document to be prepared by TravelCenters Entities and approved by the State Water Board, to:
4 (a) each Designated UST Operator for each of the Covered Facilities; (b) to the individual
5 designated as the TravelCenters Entities' Environmental Compliance Manager pursuant to
6 Paragraphs 4.35, 4.36 and 5.4, below; and (c) to each employee of the TravelCenters Entities
7 involved in UST operations at the Covered Facilities (collectively referred to as "Recipients").
8 The written notice shall provide for a signed acknowledgment of receipt by each of the Recipients
9 and the signed acknowledgment shall be retained by the TravelCenters Entities for five years after
10 entry of the Final Judgment.

11 4.35. For a period of five (5) years after the entry of the Final Judgment, TA
12 Operating LLC shall employ and maintain a corporate officer or employee knowledgeable in the
13 California environmental laws that are applicable to the USTs at the Covered Facilities as an
14 "Environmental Compliance Manager." The Environmental Compliance Manager's
15 responsibilities shall include, in addition to the matters specified in this Stipulation and the Final
16 Judgment, the responsibility to manage the TravelCenters Entities' compliance with the
17 injunctive terms in this Stipulation and the Final Judgment. The duties of the Environmental
18 Compliance Manager shall also include collecting and maintaining copies of all written
19 advisements of violation and documentation of any unauthorized releases of product or hazardous
20 substances, including, but not limited to, Notices of Violation ("NOVs") and inspection reports
21 issued or prepared by a Local Agency or other regulatory entity, relating to the Covered Facilities,
22 for a period of five (5) years and to assess the TravelCenters Entities' compliance with applicable
23 laws and regulations, to advise the TravelCenters Entities' personnel on compliance with all
24 applicable environmental laws and regulations, and to correct any noted deficiencies or
25 violations. TA Operating LLC shall have the right to retain a third-party contractor to perform all
26 or part of the responsibilities set forth in this Stipulation and in the Final Judgment, in lieu of
27 having such responsibilities performed by a corporate officer or employee. If TA Operating LLC
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1 elects to retain a third-party contractor to perform all or part of the responsibilities set forth in this
2 Stipulation and in the Final Judgment, TA Operating LLC shall remain responsible for the actions
3 of said contractor and shall not otherwise be relieved of the requirements set forth in the Final
4 Judgment. The Environmental Compliance Manager may not be the same person, contractor or
5 entity that the TravelCenters Entities use to meet UST monitoring and testing regulatory
6 requirements under Chapter 6.7 of Division 20 of the California Health and Safety Code and the
7 UST Regulations.

8 4.36. Beginning one year after the entry of the Final Judgment in this matter, and
9 continuing for five (5) years from the entry of the Final Judgment, the TravelCenters Entities'
10 Environmental Compliance Manager shall submit to the State Water Board, an annual status
11 report (hereinafter "Status Report") describing the TravelCenters Entities' program for
12 compliance with the terms of the injunction and the implementation of such compliance program,
13 any material change made to the program in the preceding year, any NOV issued to the
14 TravelCenters Entities for the Covered Facilities, any actions taken in response to such NOV, and
15 any penalties paid by the TravelCenters Entities with respect to such NOV. Each Status Report
16 shall contain a summary of, and include as attachments thereto, all annual monitoring system
17 certifications, including monitoring panel printouts, secondary containment testing reports, tank
18 lining inspection reports, cathodic protection testing reports, monthly Designated Operator
19 ("DO") inspection reports, and CUPA inspections performed at each facility in California. Each
20 such annual Status Report shall be signed by the TravelCenters Entities' Environmental
21 Compliance Manager, or other management representative of the TravelCenters Entities, under
22 penalty of perjury. Each annual Status Report shall contain the following certification:

23 "To the best of my knowledge, based on information and belief and after reasonable
24 investigation, I declare (or certify) under penalty of perjury that the information contained
25 in or accompanying this submission is true, accurate, and complete. I am aware that there
26 are civil and criminal penalties for submitting false information."
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1 4.37. Suspended Penalty Conduct. The following shall constitute Suspended Penalty
2 Conduct for which the TravelCenters Entities will be subject to the Suspended Penalties set forth
3 in Paragraph 5.3 below.

4 4.37.a. Failure to conduct periodic testing of secondary containment UST
5 systems in accordance with the requirements of Title 23, California Code of Regulations section
6 2637.

7 4.37.b. For UST systems installed pursuant to Health and Safety Code
8 sections 25290.1 and 25290.2, failure to have secondary containment that is constructed, operated
9 and maintained in accordance with the requirements of Health and Safety Code sections
10 25290.1(c)(3) and 25290.2(c)(3). For UST systems installed pursuant to Health and Safety Code
11 section 25291, failure to provide a means of monitoring for water intrusion and for removing the
12 water by the owner or operator if water could enter into the secondary containment, in accordance
13 with Health and Safety Code section 25291(e).

14 4.37.c. Failure to maintain USTs so that primary and secondary
15 containment is "product tight," in accordance with Health and Safety Code sections 25290.1(c),
16 25290.2(c) and 25291(a)(1).

17 4.37.d. Failure to equip underground pressurized piping that conveys a
18 hazardous substance with an automatic line leak detector, in accordance with Health and Safety
19 Code sections 25290.1(h), 25290.2(g), 25291(f), 25292(e) and Title 23, California Code of
20 Regulations sections 2636(f)(2) and 2643(c)(1).

21 4.37.e. Failure to equip all double-walled UST systems with continuous
22 monitoring and to equip and monitor single-walled UST systems using a quantitative release
23 detection method listed in, and as required by Health and Safety Code sections 25290.1(d),
24 25290.2(d), 25291(b) and Title 23, California Code of Regulations section 2643(b) and/or failure
25 to maintain written records of such monitoring in accordance with the requirements specified in
26 Title 23, California Code of Regulations section 2712(b).

1 4.37.f. Failure to maintain and certify every twelve months all UST system
2 monitoring equipment, in accordance with Title 23, California Code of Regulations sections 2638
3 and 2641(j).

4 4.37.g. Failure to equip UST monitoring systems with an audible and
5 visible alarm, in accordance with Title 23, California Code of Regulations sections 2632(c)(2)(B)
6 and 2636(f)(1).

7 4.37.h. Tampering with or otherwise disabling automatic leak detection
8 devices or alarms so they are not capable of detecting a leak at the earliest possible opportunity,
9 in violation of California Code of Regulations, Title 23, section 2630(d), except as authorized by
10 Health and Safety Code section 25299(i).

11 4.37.i. For USTs installed pursuant to Health and Safety Code sections
12 25290.1, 25290.2 and 25291, the failure to construct secondary containment to prevent structural
13 weakening as a result of contact with any released hazardous substances, and/or failure to
14 construct secondary containment capable of storing hazardous substances for the maximum
15 anticipated period of time necessary for the recovery of any released hazardous substance, as
16 required by Health and Safety Code sections 25290.1(c)(2), 25290.2(c)(2) and 25291(a)(2).

17 4.37.j. Failure to equip USTs with an overfill prevention system, as
18 required by Health and Safety Code section 25290.1(f), 25290.2(e), 25291(c), 25292(d), and
19 25292.1(a), and/or the failure to have an overfill prevention system that does not allow for manual
20 override, as required by Title 23, California Code of Regulations section 2635(b)(2).

21 4.37.k. Failure to have UST piping that conveys hazardous substances
22 under pressure that is not secondarily contained and that is monitored using either an annual 0.1
23 gallon per hour test, or a monthly 0.2 gallon per hour test, as required by Title 23, California
24 Code of Regulations section 2643(c).

25 4.37.l. Failure to have a UST monitoring system that is capable of
26 detecting an unauthorized release from any portion of the underground storage system at the
27 earliest possible opportunity, as required by Health and Safety Code sections 25290.1(d),
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1 25290.2(d), 25291(b) and 25292(a) and Title 23, California Code Regulations section 2630(d)
2 and 2641(a).

3 4.37.m. Failure to equip USTs with a spill container that will collect any
4 hazardous substances spilled during product delivery operations to prevent the hazardous
5 substance from entering the subsurface environment, as required by Health and Safety Code
6 section 25284.2 and Title 23, California Code of Regulations section 2635(b)(1).

7 4.37.n. Failure to perform cathodic protection testing every three years for
8 all USTs constructed of steel, as required by Title 23, California Code of Regulations section
9 2635(a)(2).

10 4.37.o. Failure to have USTs installed pursuant to Health and Safety Code
11 section 25292 to be quantitatively monitored and/or failure to have USTs installed pursuant to
12 Health and Safety Code sections 25290.1, 25290.2 and 25291 to be continuously monitored to
13 ensure that the USTs are able to detect the entry of liquid or vapor phase of hazardous substances
14 from the primary into the secondary containment or water intrusion into the secondary
15 containment, as required by Health and Safety Code sections 25290.1(d), 25290.2(d) and
16 25291(b).

17 4.37.p. Failure to conduct enhanced leak detection testing in accordance
18 with the requirements of Health and Safety Code sections 25292.4 and 25292.5 and Title 23,
19 California Code of Regulations section and 2644.1.

20 4.37.q. Failure to ensure that only a "Service Technician" shall remove,
21 reposition, adjust or replace any leak-detecting sensor. "Service Technician" shall have the same
22 meaning as that term is defined in California Code of Regulations, Title 23, section 2611, and
23 shall include any individual who installs or tests monitoring equipment, or provides maintenance,
24 service, system programming or diagnostics, calibration or trouble-shooting for UST system
25 components, and who meets the requirements contained in California Code of Regulations, Title
26 23, section 2715(i).

1 4.37.r. Failure to ensure that test boots or other termination fittings or
2 couplings at turbine sumps, transition sumps and other piping sumps are properly placed so that
3 the secondary piping drains to a monitored sump as required by California Code of Regulations,
4 Title 23, section 2636(c).

5 **5. PAYMENT FOR CIVIL PENALTIES AND INVESTIGATION AND**
6 **ENFORCEMENT COSTS**

7 5.1. Upon entry of the Final Judgment, the TravelCenters Entities, jointly and
8 severally, are liable for a total of FOUR MILLION, EIGHT HUNDRED THOUSAND
9 DOLLARS (\$4,800,000.00) in civil penalties and costs to be paid, suspended and credited as set
10 forth in Paragraphs 5.2 through 5.5, and 26.2, below.

11 5.2. Cash Civil Penalties: Within thirty (30) days of entry of the Final Judgment,
12 the TravelCenters Entities shall collectively pay to the State Water Board a total of ONE
13 MILLION DOLLARS (\$1,000,000.00) in civil penalties under Chapter 6.7 of Division 20 of the
14 Health and Safety Code and the UST Regulations. This payment shall be made by check, payable
15 to the State Water Board's "State Water Pollution Cleanup and Abatement Account." These
16 funds may be used by the State Water Board, at its discretion, to fund activities associated with
17 the investigation and/or enforcement of UST requirements, including those codified at Chapter
18 6.7 of the California Health and Safety Code and the UST Regulations, and the investigation
19 and/or protection of the Underground Storage Tank Cleanup Fund. These activities may include,
20 but are not limited to, training State and local enforcement staff, hiring State enforcement staff,
21 expert witness support, and criminal investigation development and support.

22 5.3. Suspended Penalties:

23 5.3.a. Of the TravelCenters Entities' total liability of FOUR MILLION EIGHT
24 HUNDRED THOUSAND DOLLARS (\$4,800,000.00), ONE MILLION DOLLARS
25 (\$1,000,000.00) shall be suspended on the condition that: (1) the TravelCenters Entities comply
26 with their payment obligations of cash civil penalties and investigative and enforcement costs as
27 set forth in Paragraphs 5.2 and 5.5, and (2) the TravelCenters Entities do not engage in any
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1 Suspended Penalty Conduct specified in Paragraph 4.37 through 4.37.r. for a period of five (5)
2 years, beginning immediately upon entry of the Final Judgment.

3 5.3.b. If the State Water Board determines that one or more of the
4 TravelCenters Entities have engaged in any Suspended Penalty Conduct set forth in Paragraphs
5 4.37 through 4.37.r. above, and the Suspended Penalty Conduct has been ongoing for at least
6 thirty (30) calendar days or had occurred for a period of thirty (30) or more calendar days, then
7 the State Water Board shall serve a Notice of Alleged Suspended Penalty Conduct (the “Notice of
8 Suspended Penalty”) on the TravelCenters Entities. The Notice of Suspended Penalty shall
9 include the following information: (1) the specific act or omission that constituted the alleged
10 Suspended Penalty Conduct; (2) the dates of the alleged Suspended Penalty Conduct; and (3) if
11 required, the proposed action(s) that the TravelCenters Entities must take to correct the alleged
12 Suspended Penalty Conduct.

13 5.3.c. The State Water Board may, consistent with Paragraph 5.3.g below,
14 initiate a new enforcement action and seek any appropriate relief as authorized by law, including,
15 but not limited to, injunctive relief and the assessment and collection of civil penalties pursuant to
16 Health and Safety Code section 25299, and/or serve a Notice of Suspended Penalty as herein
17 provided and move the Court by noticed motion to assess and collect suspended civil penalties as
18 provided in Paragraphs 5.3 and 21. In any proceeding to assess and collect suspended civil
19 penalties pursuant to Paragraph 5.3, the State Water Board shall have the burden to prove by the
20 preponderance of evidence that one or more of the TravelCenters Entities engaged in the alleged
21 Suspended Penalty Conduct and the number of days over which the alleged Suspended Penalty
22 Conduct continued. The TravelCenters Entities shall retain all of their rights to contest the State
23 Water Board’s claim that one or more of the TravelCenters Entities have engaged in Suspended
24 Penalty Conduct, including the right to assert that the alleged violation was due to a *Force*
25 *Majeure Event* as described in Paragraph 22.

26 5.3.d. The State Water Board will not move the Court by noticed motion to
27 assess and collect suspended civil penalties as provided in Paragraphs 5.3 and 21 and the
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1 TravelCenter Entities shall not be liable for suspended penalties if the alleged Suspended Penalty
2 Conduct has been corrected within thirty (30) calendar days after one or more of the
3 TravelCenters Entities received "Notice" of the violation(s) upon which the alleged Suspended
4 Penalty Conduct is based. The TravelCenters Entities shall be deemed to have "Notice" of
5 Suspended Penalty Conduct in any of the following instances: (i) the State Water Board has
6 issued actual notice of the violation(s) which constitute Suspended Penalty Conduct to any of the
7 TravelCenters Entities; (ii) a CUPA has issued a Notice of Violation with respect to a violation(s)
8 which constitutes Suspended Penalty Conduct; (iii) the violation or the facts that constitute
9 Suspended Penalty Conduct are identified in a Designated UST Operator report provided to one
10 or more of the TravelCenters Entities; (iv) the violation or the facts that constitute Suspended
11 Penalty Conduct are identified in writing by the Compliance Manager for the TravelCenters
12 Entities; or (v) when any of the TravelCenters Entities or their respective officers, employees,
13 agents, or the Compliance Manager for the TravelCenters Entities become aware of facts that
14 constitute Suspended Penalty Conduct.

15 5.3.e. If the State Water Board elects to assess and collect suspended penalties,
16 it shall serve a Notice of Suspended Penalty on the TravelCenters Entities and proceed by way of
17 a noticed motion in accordance with Paragraphs 5.3 and 21. If, in such proceeding, the Court
18 finds that one or more of the TravelCenters Entities have engaged in Suspended Penalty Conduct
19 for thirty (30) or more calendar days, then the Court shall impose a civil penalty as follows: For
20 each Suspended Penalty Conduct violation the Court shall impose a civil penalty in the amount of
21 TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for each thirty (30) day calendar
22 period that a Suspended Penalty Conduct violation remains uncorrected. The civil penalty shall
23 be payable to the State Water Pollution Cleanup and Abatement Account. If the Court determines
24 that one or more of the TravelCenters Entities have engaged in Suspended Penalty Conduct, the
25 Parties agree that the Court shall assess and award suspended civil penalties to the State Water
26 Board as herein provided. The Court may assess and award suspended civil penalties to the State
27 Water Board pursuant to this Stipulation and the Final Judgment until the entire suspended
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1 penalty amount of ONE MILLION DOLLARS (\$1,000,000.00) is exhausted. Payment of the
2 suspended penalties awarded by the Court pursuant to this paragraph shall be due to the State
3 Water Board within thirty (30) days from the Court's final order(s).

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5 5.3.f. The State Water Board shall have one hundred (100) calendar days after
6 expiration of the five (5) year period referenced in Paragraph 5.3.a to file a noticed motion for
7 suspended civil penalties as herein provided. However, in such event, the State Water Board
8 shall have the burden to prove that the alleged Suspended Penalty Conduct occurred before the
9 expiration of the five (5) year period referenced in Paragraph 5.3.a. If the TravelCenters Entities
10 comply with their payment obligations set forth in Paragraphs 5.2 and 5.5 and do not engage in
11 Suspended Penalty Conduct for a period of five (5) years, beginning with the entry of the Final
12 Judgment, the suspension of penalties as herein provided shall become permanent. However, if a
13 motion to assess and collect suspended civil penalties is timely filed and is pending before the
14 Court after the five (5) year period, the suspension of penalties shall not become final until a final
15 order has been issued and the TravelCenters Entities have paid the civil penalties ordered by the
16 Court.

17 5.3.g. The suspended penalties provided by Paragraph 5.3 are in addition to,
18 and do not bar, any other remedies or sanctions that may be available for any violations of
19 Chapter 6.7 of Division 20 of the California Health and Safety Code and the UST Regulations.

20 5.4. Environmental Improvement Credit:

21 5.4.a. Of the TravelCenters Entities' total liability of FOUR MILLION EIGHT
22 HUNDRED THOUSAND DOLLARS (\$4,800,000.00), up to TWO MILLION DOLLARS
23 (\$2,000,000.00) shall be credited for all verified costs approved by the State Water Board that are
24 directly related to the development and implementation of a comprehensive California Enhanced
25 Environmental Compliance Program ("CEECP") for the TravelCenters Entities' UST systems at
26 all California facilities and approved costs associated with implementing elements of the CEECP,
27 and all of which must be above and beyond the minimum requirements of Chapter 6.7 of Division
28 20 of the California Health and Safety Code and the UST Regulations ("Environmental

1 Improvement Credit"). The State Water Board agrees that the TravelCenters Entities have
2 already expended the sum of \$287,910.18 in costs eligible for Environmental Improvement
3 Credit. The State Water Board further agrees that the following categories of expenditures are
4 eligible for Environmental Improvement Credit provided they meet the requirements of Paragraph
5 5.4.c: (i) the annual cost of employing and maintaining the services of an Environmental
6 Compliance Manager as specified in Paragraph 4.35 above; (ii) the cost of replacing existing steel
7 USTs with double-walled fiberglass USTs that meet construction standards set forth in Health and
8 Safety Code section 25290.1 and the implementing Title 23, California Code of Regulations at
9 the TravelCenters Entities located in California; (iii) the cost of installing, maintaining and
10 operating an internet-based alarm notification system and (iv) the costs directly associated with
11 developing and implementing the approved CEECP, as reasonably determined by the State Water
12 Board. Other categories of expenditures will be eligible for Environmental Improvement Credit
13 provided they meet the requirements of Paragraph 5.4.c.

14 5.4.b. The elements of the CEECP are set forth in Exhibit E attached hereto
15 and are incorporated herein by reference.

16 5.4.c. In addition to meeting the other requirements as specified in this
17 Stipulation and the Final Judgment, costs eligible for Environmental Improvement Credit shall
18 also meet the following conditions:

19 (i.) The costs incurred must be for actions undertaken by the TravelCenters
20 Entities after April 2012 and within four (4) years following entry of the Final Judgment;

21 (ii.) The TravelCenters Entities shall not receive credit for UST environmental
22 compliance program elements or actions that are required by Chapter 6.7 of Division 20 of the
23 California Health and Safety Code, the UST Regulations, or other settlement agreements
24 pertaining to one or more of the TravelCenters Entities' California facilities, including, but not
25 limited to the settlement in the matter entitled "People v. TA Operating LLC., et al.," Riverside
26 County Superior Court, Indio Branch, Case RIC 503258, and for which one or more of the
27 TravelCenters Entities have or will receive credit; and
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1 (iii.) All costs must be submitted and approved by the State Water Board no
2 later than five (5) years following the entry of the Final Judgment and before the termination of
3 the injunctive provisions as provided for in Paragraph 20.

4 5.4.d. In the event that the TravelCenters Entities are not able to demonstrate to
5 the reasonable satisfaction of the State Water Board that they have expended TWO MILLION
6 DOLLARS (\$2,000,000) in verifiable costs that are eligible for Environmental Improvement
7 Credit ("EIC"), the TravelCenters Entities shall pay to the State Water Board additional cash civil
8 penalties equal to the amount of the difference between the amount reasonably accepted by the
9 State Water Board as Environmental Improvement Credit and TWO MILLION DOLLARS
10 (\$2,000,000). In the event the Parties disagree over whether any expenditures by the
11 TravelCenters Entities are eligible for an Environmental Improvement Credit under Paragraph
12 5.4.a. and c., or if the TravelCenters Entities fail to make any payment required under Paragraph
13 5.4.d., either Party may seek resolution of the dispute by filing a noticed motion in accordance
14 with the provisions of Paragraph 21. In any such proceeding the TravelCenters Entities shall
15 have the burden of proving that the expenditure qualifies as an Environmental Improvement
16 Credit as set forth in Paragraph 5.4.a. and c.

17 5.4.e. The Parties agree that none of the TWO MILLION DOLLARS
18 (\$2,000,000) that are eligible for credit against the total liability and costs of FOUR MILLION
19 EIGHT HUNDRED THOUSAND DOLLARS (\$4,800,000.00) shall be considered a
20 reimbursable cost by the Underground Storage Tank Cleanup Fund. Furthermore, the
21 TravelCenters Entities agree not to seek reimbursement from the Underground Storage Tank
22 Cleanup Fund for any costs associated with the CEECP.

23 5.5. Reimbursement of Costs of Investigation and Enforcement: Within thirty (30)
24 days of entry of the Final Judgment, the TravelCenters Entities shall collectively pay a total of
25 EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) to the State Water Board and other
26 entities identified in Exhibit C for reimbursement of attorneys' fees, costs of investigation and
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1 other costs of enforcement. Payment shall be made by check in accordance with the terms in
2 Exhibit C, attached hereto and incorporated herein by reference as though fully set forth.

3 5.6. Late Payments: The TravelCenters Entities shall be liable for a stipulated civil
4 penalty of FIVE THOUSAND DOLLARS (\$5,000) for each day that a payment required
5 pursuant to this Stipulation and the Final Judgment is late.

6 5.7. All payments made pursuant to the Final Judgment shall be made by check and
7 delivered to the Office of the California Attorney General, 110 West "A" Street, Suite 1100, San
8 Diego, California, 92101, attention Edward H. Ochoa, Deputy Attorney General, for distribution
9 by the California Attorney General pursuant to the terms of the Final Judgment. The
10 TravelCenters Entities shall send a photocopy of all payments made by check to the State Water
11 Resources Control Board, 1001 I Street, 16th Floor, Sacramento, CA 95814, attention Yvonne
12 West.

13 **6. MATTERS COVERED BY THE FINAL JUDGMENT**

14 6.1. The Final Judgment is a final and binding resolution and settlement of all
15 claims, violations, penalties and causes of action alleged by the State Water Board in the
16 Complaint and more specifically identified in the Violations Chart, attached hereto as Exhibit D,
17 regarding the Covered Facilities (hereinafter referred to as "Covered Matters"). The Parties
18 reserve the right to pursue any claim that is not a Covered Matter ("Reserved Claim") and to
19 defend against any Reserved Claim.

20 6.2. The Covered Matters do not include and the Final Judgment does not apply to
21 any claims, actions or penalties for performance of, or lack of performance of, cleanup, corrective
22 action, or response action concerning or arising out of actual past or future releases, spills, leaks,
23 discharges or disposal of motor vehicle fuels, hazardous wastes, or hazardous substances caused
24 or contributed to by the TravelCenters Entities at locations at or from the Covered Facilities. The
25 Final Judgment does not prevent any claims, actions, or penalties by the State Water Board and/or
26 other regulatory entity based upon the actual release of any hazardous substances into the soil
27 and/or groundwater.

1 6.3. Except as otherwise provided in this Stipulation and in the Final Judgment,
2 Plaintiff covenants not to sue or pursue any further civil claims, actions or penalties against the
3 TravelCenters Entities or any of their officers, directors or employees for the Covered Matters.
4 Except for the Covered Matters, the Final Judgment does not resolve or settle any Reserved
5 Claims or any claims, violations, or causes of action against the TravelCenters Entities, including,
6 but not limited to, any violations that occur after the date of entry of the Final Judgment in this
7 matter.

8 6.4. The TravelCenters Entities, and each of them, covenant not to pursue any civil
9 or administrative claims against Plaintiff or Plaintiff's officers, employees, representatives, or
10 attorneys arising out of or related to any Covered Matters.

11 6.5. Any claims, violations, or causes of action that are based on acts, omissions or
12 events occurring after the date of entry of the Final Judgment in this matter, are not resolved or
13 settled by the Final Judgment.

14 6.6. In any subsequent action that may be brought by the State Water Board based
15 on any Reserved Claims, the TravelCenters Entities agree that they will not assert that failing to
16 pursue the Reserved Claims as part of this action constitutes claim-splitting, laches or is otherwise
17 inequitable. This Paragraph does not prohibit the TravelCenters Entities from asserting any
18 statute of limitations defense that may be applicable to any Reserved Claims.

19 6.7 Subject to Paragraph 6.4 above, nothing in this Stipulation and in the Final
20 Judgment shall be interpreted or construed to release any claim that any of the TravelCenters
21 Entities may have against any person or entity not a party to this Stipulation or the Final
22 Judgment for any liability that any of the TravelCenters Entities have incurred or may incur in the
23 future arising out of or relating to (i) the construction, operation or maintenance of the USTs at
24 the Covered Facilities; (ii) the performance of any obligations under the Final Judgment; (iii) the
25 claims asserted in the Complaint, or (iv) the matters identified in the Violations Chart, attached
26 hereto as Exhibit D. The TravelCenters Entities shall retain the right to pursue any such claims
27 against any such person or entity.
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1 **7. NON-ADMISSION OF LIABILITY**

2 None of the TravelCenters Entities admits any allegation, finding, determination or
3 conclusion contained, alleged or asserted in the Complaint, and the Final Judgment is not an
4 admission by the TravelCenters Entities regarding any issue of law or fact alleged in the
5 Complaint and shall not be construed as an admission by any of the TravelCenters Entities
6 regarding the same. Except as otherwise expressly provided for in the Final Judgment, nothing in
7 the Final Judgment shall prejudice, waive or impair any right, remedy or defense that any of the
8 TravelCenters Entities have against any person or entity not a Party to the Final Judgment.

9 **8. PLAINTIFF IS NOT LIABLE**

10 The State Water Board shall not be liable for any injury or damage to persons or property
11 resulting from acts or omissions by the TravelCenters Entities in carrying out activities pursuant
12 to the Final Judgment, nor shall the State Water Board be held as a party to or guarantor of any
13 contract entered into by the TravelCenters Entities, their directors, officers, employees, agents,
14 representatives or contractors in carrying out activities required pursuant to the Final Judgment.

15 **9. APPLICATION OF FINAL JUDGMENT**

16 The Final Judgment shall apply to and be binding upon Plaintiff and upon the
17 TravelCenters Entities and to each of their respective predecessors, subsidiaries, affiliates,
18 successors and assigns.

19 **10. RETENTION OF JURISDICTION**

20 Pursuant to section 664.6 of the Code of Civil Procedure, the Court shall retain continuing
21 jurisdiction over this matter and the Parties for the purpose of interpreting and enforcing the terms
22 of the Final Judgment.

23 **11. EFFECT OF JUDGMENT**

24 Except as expressly provided in the Final Judgment or applicable statutory or common law,
25 nothing in the Final Judgment is intended nor shall it be construed to preclude the State Water
26 Board from exercising its authority under any law, statute or regulation. Except as expressly
27 provided by the Final Judgment, the TravelCenters Entities retain all of their defenses and rights
28 to the exercise of such authority.

1 **12. REGULATORY CHANGES**

2 Nothing in the Final Judgment shall excuse the TravelCenters Entities from complying with
3 any more stringent requirements that may be imposed by changes in applicable law. To the
4 extent any future regulatory or statutory changes make the obligations of the TravelCenters
5 Entities less stringent than as provided for in Paragraph 4 of this Stipulation and in the
6 corresponding paragraphs of the Final Judgment, any of the TravelCenters Entities may seek
7 modification(s) of any of the obligations contained in Paragraph 4 hereof pursuant to the
8 provisions of Paragraph 19, below.

9 **13. AUTHORITY TO ENTER FINAL JUDGMENT**

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

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

14 Except as otherwise provided in this Stipulation and in the Final Judgment, each of the
15 Parties shall bear and pay its own fees and costs, including, but not limited to, attorney fees,
16 expert witness fees and costs, and all other costs of litigation, investigation, inspection,
17 enforcement, prosecution and suit incurred to date, in and regarding this action, although nothing
18 in this Paragraph 14 is intended to abridge the allocation of the payments made by the
19 TravelCenters Entities pursuant to Paragraph 5.

20 **15. COUNTERPART SIGNATURES**

21 This Stipulation may be executed by the Parties in counterpart.

22 **16. ENTRY OF JUDGMENT**

23 Pursuant to this Stipulation, the Parties seek approval of the Final Judgment and request
24 that the Court make a determination that the Final Judgment is fair and in the public interest.

25 **17. INTEGRATION**

26 This Stipulation and the Final Judgment constitute the whole agreement between the
27 Parties. The Final Judgment may not be amended or modified except as provided for in this
28 Stipulation and in the Final Judgment.

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18. NOTICES

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

For Plaintiff:
State Water Resources Control Board, Office of Enforcement
1001 I Street, 16th Floor,
Sacramento, CA 95814
Attn: Yvonne M. West, Esq.

and

Office of the California Attorney General
110 West "A" Street, Suite 1100
San Diego, CA 92101
Attn: Edward H. Ochoa, Esq.

For the TravelCenters Entities:
TravelCenters of America LLC
Two Newton Place
255 Washington Street
Newton, MA 02458
Attn: Mark Young, Esq.
Executive Vice President and General Counsel

and

José R. Allen, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1400
Palo Alto, CA 94301

Any Party may change the individual or address for purpose of notice to that Party by written notice specifying the new individual or address, but no such change is effective until the written notice is actually received by the Party sought to be charged with its contents.

19. MODIFICATION OF FINAL JUDGMENT

The Final Judgment may be amended or modified only on a noticed motion by one of the Parties with subsequent approval by the Court or upon written consent by the Parties and the

1 subsequent approval of the Court, or upon written consent by all of the Parties and the subsequent
2 approval of the Court.

3
4 **20. TERMINATION OF INJUNCTIVE RELIEF PROVISIONS**

5 At any time after the Final Judgment has been in effect for five (5) years, any of the
6 TravelCenters Entities may file a motion requesting a Court order that the injunctive provision of
7 Paragraph 4 shall have no prospective effect based upon the TravelCenters Entities' demonstrated
8 history of compliance with Paragraph 4. If the State Water Board agrees that the TravelCenters
9 Entities have demonstrated that they have substantially complied with Paragraph 4, it may file a
10 statement of non-opposition to such motion. If the State Water Board disagrees, the State Water
11 Board shall file an opposition setting forth its reasoning and will recommend that the Final
12 Judgment, including the injunctive provisions, remain in effect. Within thirty (30) days of the
13 filing of the TravelCenters Entities' motion, the State Water Board may file either a statement of
14 non-opposition, or an opposition, and within forty-five (45) calendar days of the filing of the
15 TravelCenters Entities' motion, the TravelCenters Entities may file a reply. The Parties agree
16 that the Court shall grant the TravelCenters Entities' request upon determining that the
17 TravelCenters Entities have substantially complied with the obligations set forth in Paragraph 4 of
18 the Final Judgment.

19 **21. ENFORCEMENT OF FINAL JUDGMENT**

20 21.1. The State Water Board may move this Court to enjoin the TravelCenters
21 Entities from any violation of any provision of the Final Judgment and to award other appropriate
22 relief, including penalties and costs as provided in Paragraphs 5.2 through 5.6, by serving and
23 filing a regularly noticed motion in accordance with Code of Civil Procedure section 1005
24 ("Enforcement Motion"). The TravelCenters Entities may file an opposition, and the State Water
25 Board may file a reply. At least fourteen (14) days before filing an Enforcement Motion, the
26 State Water Board will meet and confer in good faith with the TravelCenters Entities to attempt to
27 resolve the matter without judicial intervention. Notwithstanding any other provision in this
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1 Stipulation or in the Final Judgment, the State Water Board may take immediate action as
2 authorized by law in order to respond to an immediate threat to human health or the environment.

3 21.2. The Court has the authority to enjoin any violation of the Final Judgment. On
4 the State Water Board's Enforcement Motion, where Paragraphs 5.3 and 5.6 apply and the State
5 Water Board has met its burden of proof as required by Paragraph 5.3, if applicable, the payment
6 amounts as provided in those Paragraphs shall be binding on the TravelCenters Entities. The
7 Court retains, in addition, its power to enforce the Final Judgment through contempt. Except as
8 to Covered Matters between the State Water Board and the TravelCenters Entities, nothing in the
9 Final Judgment or this Stipulation shall restrict the authority of any state or local agency to seek
10 civil or criminal penalties and injunctive relief as provided by law.

11 **22. FORCE MAJEURE EVENT**

12 22.1. It is not a breach of the TravelCenters Entities' obligations under Paragraph 4 if
13 the TravelCenters Entities are unable to perform due to a *Force Majeure* event. Any event due to
14 acts of God, acts of war or circumstances beyond the control of the TravelCenters Entities that
15 prevents the performance of such an obligation despite the TravelCenters Entities' timely and
16 diligent efforts to fulfill the obligation, including the failure of a local regulatory authority to
17 timely issue its authorization to perform work required under the terms of the Final Judgment,
18 provided that the TravelCenters Entities have provided all the required information and
19 documentation for such authorization, shall constitute a *Force Majeure* event. A *Force Majeure*
20 event does not include financial inability to fund or complete the work, any failure by the
21 TravelCenters Entities' suppliers, contractors, subcontractors or other persons contracted to
22 perform the work for or on behalf of the TravelCenters Entities (unless their failure to do so is
23 itself due to a *Force Majeure* event), nor does it include circumstances which could have been
24 avoided if the TravelCenters Entities had complied with preventative requirements imposed by
25 law, regulation or ordinance.

26 22.2. If the TravelCenters Entities claim a *Force Majeure* event, the TravelCenters
27 Entities shall notify the State Water Board in writing within ten (10) business days of when any of
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1 the TravelCenters Entities first learns that the event will prevent performance of an obligation in
2 Paragraph 4. Within fourteen (14) calendar days thereafter, the TravelCenters Entities shall
3 provide to the State Water Board a written explanation and description of the reasons for the
4 prevention of performance, all actions taken or to be taken to prevent or mitigate the
5 nonperformance, the anticipated date for performance, an explanation of why the event is a *Force*
6 *Majeure* event, and any documentation to support the TravelCenters Entities' explanation. Within
7 fourteen (14) calendar days of receipt of such explanation, the State Water Board will notify the
8 TravelCenters Entities in writing whether the State Water Board agrees or disagrees with the
9 TravelCenters Entities' assertion of a *Force Majeure* event. If the Parties do not agree that a
10 particular delay or lack of performance is attributable to a *Force Majeure* event, either Party may
11 petition the Court to resolve the dispute. If either Party petitions the Court to resolve the dispute,
12 it will neither preclude nor prejudice the State Water Board from bringing a motion to enforce
13 any of the provisions of Paragraph 4 against the TravelCenters Entities as provided in Paragraph
14 22.4, below.

15 22.3. The time for performance of the obligations under Paragraph 4 of this
16 Stipulation that are affected by a *Force Majeure* event will be extended for such time as is
17 necessary to complete those obligations. An extension of the time for performance of the
18 obligations affected by the *Force Majeure* event shall not, of itself, extend the time for
19 performance of any other obligation.

20 22.4. If the State Water Board decides to enforce the provisions of Paragraph 4
21 against the TravelCenters Entities for the failure to perform in spite of the TravelCenters Entities'
22 claim of a *Force Majeure* event, the TravelCenters Entities may raise the claimed *Force Majeure*
23 event as a defense to such an action and shall have the burden of proof to demonstrate the *Force*
24 *Majeure* event.

25 **23. NO WAIVER OF RIGHT TO ENFORCE**

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

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8 **24. NECESSITY FOR WRITTEN APPROVALS**

9 All approvals and decisions of the State Water Board under the terms of the Final
10 Judgment shall be communicated to the TravelCenters Entities in writing. No oral advice,
11 guidance, suggestions or comments by employees or officials of the State Water Board regarding
12 submissions or notices shall be construed to relieve the TravelCenters Entities of their obligation
13 to obtain any final written approval required by the Final Judgment.

14 **25. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

15 The TravelCenters Entities shall permit any duly authorized representative of the
16 State Water Board to inspect and copy the TravelCenters Entities' records and documents, and to
17 enter and inspect the TravelCenters Entities' California facilities to determine whether the
18 TravelCenters Entities are in compliance with the terms of the Final Judgment. Such documents
19 include, but are not limited to, the TravelCenters Entities' designated UST operator reports.
20 Nothing in this Paragraph is intended to require access to or production of any documents that are
21 protected from production or disclosure by the attorney-client privilege, attorney work product
22 doctrine or any other applicable privilege afforded to the TravelCenters Entities under law.

23 **26. COVERED FACILITIES AND CHANGE OF OWNERSHIP OR**
24 **OPERATION**

25 26.1. The Parties agree that Exhibit A, which as the effective date of the Final
26 Judgment shall identify the current Covered Facilities, shall be a living document that the
27 TravelCenters Entities shall keep current as herein required. Commencing on the effective date
28 of the Final Judgment in this matter, the TravelCenters Entities shall promptly provide written

1 notice to the State Water Board in accordance with Paragraph 18 whenever any Covered Facility
2 listed on Exhibit A, as may be amended, is sold, transferred to a new owner or operator, or closed.
3 The TravelCenters Entities shall also promptly provide written notice to the State Water Board in
4 accordance with Paragraph 18 whenever any additional UST facilities in Merced and Kern
5 Counties come to be owned or operated by any of the TravelCenters Entities.


6 26.2. The TravelCenters Entities agree that notwithstanding the sale, transfer or
7 closure of one or more Covered Facility, the TravelCenters Entities shall remain liable for all
8 unpaid civil penalties and costs, including any remaining suspended civil penalties and
9 Environmental Improvement Credit referenced in Paragraphs 5.3 and 5.4, above, or other civil
10 penalties that were assessed against that facility prior to the sale, transfer or closure of the facility.
11 No later than five (5) calendar days from the fully executed contract providing for the sale,
12 transfer or change of ownership or operator of a Covered Facility, the TravelCenters Entities shall
13 also provide a copy of the Final Judgment entered in this matter to each new owner or operator of
14 the Covered Facility.

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IT IS SO STIPULATED.

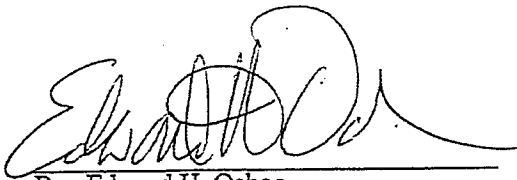
FOR THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD:

Dated: ~~January~~ February 12, 2014


By: [Name] TOM HOWARD
Executive Director
State Water Resources Control Board

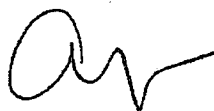
APPROVED AS TO FORM:

Dated: ~~January~~ February 11, 2014


By: Edward H. Ochoa
Deputy Attorney General
California Attorney General's Office
Attorneys for the State Water Resources Control Board


FOR TA OPERATING LLC:

Dated: January 31, 2014


By: [Name] Mark R. Young
[Title] Executive Vice President
and General Counsel


HPT TA PROPERTIES TRUST:

Dated: January 31, 2014


By: [Name] John G. Murray
[Title] President

PETRO TRAVEL PLAZA LLC

Dated: January 31, 2014


By: [Name] Mark R. Young
[Title] Executive Vice President

1 **APPROVED AS TO FORM:**

2

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4 Dated: February 10, 2014

5



By: José R. Allen
Attorneys for TravelCenters Entities

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EXHIBIT A

EXHIBIT A

TRAVELCENTERS ENTITIES' COMPANY COVERED FACILITIES

Covered Facilities	
Location	Address
Buttonwillow TA	27769 Lagoon Drive, Buttonwillow, CA 93206
Wheeler Ridge TA	5800 Wheeler Ridge Road, Arvin, CA 93203
Wheeler Ridge Petro	5821 Dennis McCarthy Drive, Lebec, CA 93243
	6434 West Laval Road, Lebec, CA 93243
	6460 West Laval Road, Lebec, CA 93243
	5855 Dennis McCarthy Drive, Lebec, CA 93243
	5818 Dennis McCarthy Drive, Lebec, CA 93243
	5938 Dennis McCarthy Drive, Lebec, CA 93243
Livingston TA	435 Winton Parkway, Livingston, CA 95334
Santa Nella TA	12310 South Highway 33, Santa Nella, CA 95322
Santa Nella Petro	28991 West Gonzaga Road, Santa Nella, CA 95322

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED

**PEOPLE OF THE STATE OF
CALIFORNIA EX REL THE STATE
WATER RESOURCES CONTROL
BOARD,**

Plaintiff,

v.

**TA OPERATING LLC; HPT TA
PROPERTIES TRUST; and PETRO
TRAVEL PLAZA LLC,**

Defendants.

Case No. CV001267

[Proposed] FINAL CONSENT
JUDGMENT AND PERMANENT
INJUNCTION

Judge: The Honorable Carol Ash
Action Filed: August 2, 2010

1 Plaintiff, the People of the State of California, ex rel. State Water Resources Control Board
2 ("People" or "State Water Board") and Defendants TA Operating LLC, the successor by
3 conversion of TA Operating Corporation, HPT TA Properties Trust, and Petro Travel Plaza LLC
4 (collectively, the "TravelCenters Entities"), having consented pursuant to stipulation to the entry
5 of this Final Consent Judgment and Permanent Injunction ("Judgment") prior to the taking of any
6 proof and without trial or adjudication of any fact or law herein; and

7 The Court having considered the pleadings, which include, without limitation, the First
8 Amended Complaint, the Answer, the parties' Stipulation for Entry of Final Consent Judgment
9 and Permanent Injunction ("Stipulation"), and the proposed Final Consent Judgment and
10 Permanent Injunction;

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

12 **JURISDICTION**

13 Jurisdiction exists over this matter pursuant to Health and Safety Code sections 25299
14 through 25299.04.

15 **SETTLEMENT OF DISPUTED CLAIMS**

16 Plaintiff and Defendants have entered into the Stipulation pursuant to a compromise and
17 settlement of disputed claims set forth in the First Amended Complaint. The Stipulation is not an
18 admission by the TravelCenters Entities regarding any issue of law or fact in the above-captioned
19 matter or any violation of law. Each of the TravelCenters Entities waive their right to a hearing
20 on any matter covered by the First Amended Complaint prior to the entry of this Judgment.

21 **PERMANENT INJUNCTION**

22 **1. DEFINITIONS**

23 1.1. Except where otherwise expressly defined in this Judgment, all terms shall be
24 interpreted consistent with Chapter 6.7 of Division 20 of the California Health and Safety Code
25 and Title 23, Division 3, Chapter 16 of the California Code of Regulations ("the UST
26 Regulations").

27 1.2. "Certified Unified Program Agency" or "CUPA" is an agency certified by the
28 Secretary of the California Environmental Protection Agency pursuant to the requirements of

1 Chapter 6.11 of the Health and Safety Code and California Code of Regulations, Title 27, to
2 implement certain State environmental programs within the agency's jurisdiction. As used in the
3 Stipulation and in this Judgment, "CUPA" includes any Participating Agency (as defined at
4 Health and Safety Code section 25501(h)(2)) or Unified Program Agency (as defined at Health
5 and Safety Code section 25501(h)(3)).

6 1.3. "Covered Facilities" means the UST facilities that are owned and/or operated
7 by one or more of the TravelCenters Entities and that are identified in Exhibit A (attached hereto),
8 as may be amended by agreement of the parties.

9 1.4. "Local Agency" means the local agency authorized, pursuant to Health and
10 Safety Code section 25283, to implement certain provisions of Chapter 6.7 of the Health and
11 Safety Code.

12 1.5. "Immediately" means directly and without undue delay.

13 1.6. "Promptly" means as soon as reasonably practicable.

14 1.7. "Suspended Penalty Conduct" shall mean a violation of one or more of the
15 provisions identified in Paragraph 2.37 through 2.37.r. below.

16 2. INJUNCTIVE TERMS

17 Pursuant to the provisions of Health and Safety Code section 25299.01, but subject to the
18 termination provisions of Paragraph 16 below, upon approval and entry of the Judgment by the
19 Court, each of the TravelCenters Entities, with respect to the Covered Facilities, is enjoined to
20 comply with Chapter 6.7 of Division 20 of the Health and Safety Code, the UST Regulations
21 pertaining to UST systems, and the related permits and orders issued pursuant to the above-
22 referenced statutes and regulations. Specifically, each of the TravelCenters Entities is enjoined to
23 comply with the following requirements at each of the Covered Facilities:

24 2.1. USTs installed pursuant to Health and Safety Code sections 25290.1, 25290.2 and
25 25291 shall be constructed such that the secondary containment shall prevent structural
26 weakening as a result of contact with any released hazardous substances, and shall also be
27 capable of storing hazardous substances for the maximum anticipated period of time necessary for
28

1 the recovery of any released hazardous substance, as required by Health and Safety Code sections
2 25290.1(c)(2), 25290.2(c)(2) and 25291(a)(2).

3 2.2. USTs installed pursuant to Health and Safety Code sections 25290.1 and 25290.2
4 shall have secondary containment that is constructed, operated, and maintained to prevent water
5 intrusion into the system by precipitation, infiltration, or surface runoff, in accordance with
6 Health and Safety Code sections 25290.1(c)(3) and 25290.2(c)(3). USTs installed pursuant to
7 Health and Safety Code section 25291 shall contain a means of monitoring for water intrusion
8 and for removing the water by the owner or operator if water could enter into the secondary
9 containment by precipitation or infiltration, in accordance with Health and Safety Code section
10 25291(e).

11 2.3. USTs shall be equipped with an overfill prevention system, as required by Health and
12 Safety Code section 25290.1(f), 25290.2(e), 25291(c), 25292(d), and 25292.1(a), and the overfill
13 prevention system shall not allow for manual override, as required by Title 23, California Code of
14 Regulations section 2635(b)(2).

15 2.4. Training for employees at each Covered Facility shall be conducted by the designated
16 UST operator, as required by Title 23, California Code of Regulations section 2715(f). A list of
17 employees who have been trained by the designated UST operator and the dates of their hiring
18 and training shall be maintained and provided to the local agency upon request, as required by
19 Title 23, California Code of Regulations section 2715(f)(3).

20 2.5. Evidence of financial responsibility shall be maintained at all times, as required by
21 Health and Safety Code section 25292.2.

22 2.6. Notifications shall be made to the Local Agency of any changes in the usage of any
23 UST at a covered facility within 30 days, including but not limited to, storage of new hazardous
24 substances (as that term is defined in Health and Safety Code section 25281(h)), and changes in
25 monitoring procedures, as required by Health and Safety Code section 25286(a). Notification
26 shall also be made if there has been any unauthorized release, as required by Health and Safety
27 Code section 25294 and 25295.

28

1 2.7. Monthly UST inspections shall be performed by a designated UST operator and the
2 results of the monthly inspection shall be recorded in a monthly inspection report, as required by
3 Title 23, California Code of Regulations section 2715(c).

4 2.8. Underground pressurized piping that conveys a hazardous substance shall be
5 equipped with an automatic line leak detector, as required by Health and Safety Code sections
6 25290.1(h), 25290.2(g), 25291(f), 25292(e) and Title 23, California Code of Regulations sections
7 2636(f)(2) and 2643(c)(1).

8 2.9. UST piping that is not secondarily contained that conveys hazardous substances
9 under pressure shall be monitored using either an annual 0.1 gallon per hour test, or a monthly 0.2
10 gallon per hour test, as required by Title 23, California Code of Regulations section 2643(c).

11 2.10. When a UST operating permit is issued to one or more of the TravelCenters Entities
12 as the owner of the UST, the TravelCenters Entities to whom the permit is issued shall enter into
13 a written agreement with the operator requiring the operator to monitor the underground storage
14 tank; maintain appropriate records; and implement reporting procedures as required by any
15 applicable permit, as required by Health and Safety Code section 25284(a)(3) and Title 23,
16 California Code of Regulations section 2620(b).

17 2.11. All monitoring programs shall include a release response plan in accordance with the
18 requirements of Title 23, California Code of Regulations sections 2632(d)(2), 2634(e), and
19 2641(h).

20 2.12. Secondary containment testing shall be conducted in accordance with the
21 requirements of Title 23, California Code of Regulations section 2637.

22 2.13. The UST monitoring system shall be capable of detecting an unauthorized release
23 from any portion of the underground storage system at the earliest possible opportunity, as
24 required by Health and Safety Code sections 25290.1(d), 25290.2(d), 25291(b) and 25292(a) and
25 Title 23, California Code Regulations section 2630(d) and 2641(a). The TravelCenters Entities
26 shall properly install and place all leak-detecting sensors so that each is capable of detecting a
27 leak at the earliest possible opportunity as required by California Code of Regulations, Title 23,
28 including, but not limited to, section 2630(d). The TravelCenters Entities promptly shall replace

1 or repair any sensor that, for any reason, becomes incapable of detecting a leak at the earliest
2 possible opportunity.

3 2.14. USTs shall be equipped with a spill container that will collect any hazardous
4 substances spilled during product delivery operations to prevent the hazardous substance from
5 entering the subsurface environment, as required by Health and Safety Code section 25284.2 and
6 Title 23, California Code of Regulations section 2635(b)(1).

7 2.15. UST systems shall be monitored using the method specified on the operating permit,
8 as required by Health and Safety Code section 25293, and Title 23, California Code of
9 Regulations sections 2632(b), 2634(b) and 2641(a).

10 2.16. Updated and approved monitoring plans and accurate plot plans/site maps shall be
11 maintained on-site at each Covered Facility. These plans/maps shall be consistent with the UST
12 monitoring systems and monitoring equipment employed at each Covered Facility, as required by
13 Title 23, California Code of Regulations sections 2632(b) and (d), 2634(d), 2641(g) and (h) and
14 2712(i).

15 2.17. Cathodic protection testing shall be performed every three years for all USTs
16 constructed of steel, as required by Title 23, California Code of Regulations section 2635(a)(2).

17 2.18. Accurate and current UST information shall be maintained on Unified Program
18 Consolidated Forms, as required by Health and Safety Code section 25286(a) and Title 23,
19 California Code of Regulation section 2711(a).

20 2.19. All double-walled UST systems shall be equipped with continuous monitoring and all
21 single-walled UST systems shall be equipped and monitored using a quantitative release detection
22 method listed in, and as required by Health and Safety Code sections 25290.1(d), 25290.2(d),
23 25291(b) and Title 23, California Code of Regulations section 2643(b). Written records of
24 monitoring shall be kept in accordance with the requirements specified in Title 23, California
25 Code of Regulations section 2712(b).

26 2.20. All records shall be kept as required by Health and Safety Code section 25293 and
27 Title 23 California Code of Regulations 2712(b) and 2715(e) and (f) in the manner as required by
28 said provisions.

1 2.21. USTs shall be maintained so that the primary and secondary containment is “product
2 tight,” as required by Health and Safety Code sections 25290.1(c), 25290.2(c) and 25291(a)(1).

3 2.22. All monitoring equipment shall be maintained and certified every twelve months, as
4 required by Title 23, California Code of Regulations sections 2638 and 2641(j).

5 2.23. USTs installed pursuant to Health and Safety Code section 25292 shall be
6 quantitatively monitored and USTs installed pursuant to Health and Safety Code sections
7 25290.1, 25290.2 and 25291 shall be continuously monitored to ensure that the USTs are able to
8 detect the entry of liquid or vapor phase of hazardous substances from the primary into the
9 secondary containment or water intrusion into the secondary containment, as required by Health
10 and Safety Code sections 25290.1(d), 25290.2(d) and 25291(b).

11 2.24. Notification shall be made to the Local Agency of any change of designated UST
12 operator(s) no later than 30 days after the change, as required by Title 23, California Code of
13 Regulations section 2715(a).

14 2.25. Enhanced leak detection testing shall be conducted in accordance with the
15 requirements of Health and Safety Code sections 25292.4.28 and 25292.5 and Title 23, California
16 Code of Regulations section and 2644.1.

17 2.26. The monitoring system shall have an audible and visual alarm, as required by Title
18 23, California Code of Regulations sections and 2632(c)(2)(B) and 2636(f)(1).

19 2.27. The TravelCenters Entities shall ensure that only a “Service Technician” shall
20 remove, reposition, adjust or replace any leak-detecting sensor. “Service Technician” shall have
21 the same meaning as that term is defined in California Code of Regulations, Title 23, section
22 2611, and shall include any individual who installs or tests monitoring equipment, or provides
23 maintenance, service, system programming or diagnostics, calibration or trouble-shooting for
24 UST system components, and who meets the requirements contained in California Code of
25 Regulations, Title 23, section 2715(i).

26 2.28. Unless required for maintenance or repair, no employee or agent of any of the
27 TravelCenters Entities shall remove, reposition, adjust, replace or otherwise tamper with any
28 sensor that is part of a functioning UST system such that the sensor is not capable of detecting a

1 leak at the earliest possible opportunity, in violation of California Code of Regulations, Title 23,
2 section 2630(d).

3 2.29. In the event that corrective work is required to address the cause of the alarm, the
4 TravelCenters Entities shall complete the work promptly, consistent with all applicable legal
5 requirements, including the acquisition of any permits or authorizations required by local
6 authorities as a precondition for performing the work. Nothing in this Judgment exempts any of
7 the TravelCenters Entities from complying with any and all regulations and any applicable local
8 ordinances and permitting requirements. Further, nothing in this Judgment exempts any of the
9 TravelCenters Entities from any requirements for reporting, recording or responding to
10 unauthorized releases of hazardous substances.

11 2.30. Each of the TravelCenters Entities shall immediately upon entry of this Judgment,
12 maintain a program that standardizes the descriptions and method of recording alarms and
13 responses to alarms. As part of the program, as further described in Paragraph 2.31, each of the
14 TravelCenters Entities shall require their respective employees to take annual refresher courses on
15 proper alarm recording and response as required by California Code of Regulations, Title 23,
16 section 2715(f).

17 2.31. In the event the UST monitoring system at a Covered Facility registers an alarm, each
18 of the TravelCenters Entities shall respond appropriately as required by California Code of
19 Regulations, Title 23, including, but not limited to, section 2712. Where the alarm indicates a
20 potential release of product, or a failure of the UST monitoring system, each of the TravelCenters
21 Entities shall document in writing in a Facility Alarm Log, the date and time of the alarm
22 contemporaneously with its occurrence, noting what specific piece of equipment went into alarm;
23 the cause of the alarm; and the action taken to address the cause of the alarm. Where the alarm
24 indicates a potential release of product to the environment, each of the TravelCenters Entities
25 immediately shall inspect the UST system and take all necessary actions to prevent a release.
26 Where a product "overflow alarm" occurs, in addition to undertaking any other required response,
27 each of the TravelCenters Entities promptly shall notify the delivery driver and the delivery
28 company of the overflow. The Facility Alarm Log shall be maintained on-site at the Covered

1 Facilities and shall be made available for review upon request by the Local Agencies or any other
2 regulatory agency with jurisdiction over the Covered Facilities.

3 2.32. Each of the TravelCenters Entities shall at all times ensure that test boots or other
4 termination fittings or couplings at turbine sumps, transition sumps and other piping sumps are
5 properly placed so that the secondary piping drains to a monitored sump as required by California
6 Code of Regulations, Title 23, section 2636(c).

7 2.33. Each of the TravelCenters Entities shall, in any permit application submitted pursuant
8 to California Code of Regulations, Title 23, section 2711, provide complete and accurate
9 information including, but not limited to, the name of the owner and operator of the UST systems
10 at the Covered Facilities and the permit requirements of California Health and Safety Code
11 section 25284.

12 2.34. Within thirty (30) calendar days after the entry of this Judgment, each of the
13 TravelCenters Entities shall provide written notice of the terms of this Judgment, in a document
14 to be prepared by TravelCenters Entities and approved by the State Water Board, to: (a) each
15 Designated UST Operator for each of the Covered Facilities; (b) to the individual designated as
16 the TravelCenters Entities' Environmental Compliance Manager pursuant to Paragraphs 2.35,
17 2.36 and 3.4, below; and (c) to each employee of the TravelCenters Entities involved in UST
18 operations at the Covered Facilities (collectively referred to as "Recipients"). The written notice
19 shall provide for a signed acknowledgment of receipt by each of the Recipients and the signed
20 acknowledgment shall be retained by the TravelCenters Entities for five years after entry of this
21 Judgment.

22 2.35. For a period of five (5) years after the entry of this Judgment, TA Operating LLC
23 shall employ and maintain a corporate officer or employee knowledgeable in the California
24 environmental laws that are applicable to the USTs at the Covered Facilities as an
25 "Environmental Compliance Manager." The Environmental Compliance Manager's
26 responsibilities shall include, in addition to the matters specified in the Stipulation and this
27 Judgment, the responsibility to manage the TravelCenters Entities' compliance with the terms in
28 the Stipulation and this Judgment. The duties of the Environmental Compliance Manager shall

1 also include collecting and maintaining copies of all written advisements of violation and
2 documentation of any unauthorized releases of product or hazardous substances, including, but
3 not limited to, Notices of Violation (“NOVs”) and inspection reports issued or prepared by a
4 Local Agency or other regulatory entity, relating to the Covered Facilities, for a period of five (5)
5 years and to assess the TravelCenters Entities’ compliance with applicable laws and regulations,
6 to advise the TravelCenters Entities’ personnel on compliance with all applicable environmental
7 laws and regulations, and to correct any noted deficiencies or violations. TA Operating LLC shall
8 have the right to retain a third-party contractor to perform all or part of the responsibilities set
9 forth in the Stipulation and in this Judgment, in lieu of having such responsibilities performed by
10 a corporate officer or employee. If TA Operating LLC elects to retain a third-party contractor to
11 perform all or part of the responsibilities set forth in the Stipulation and in this Judgment, TA
12 Operating LLC shall remain responsible for the actions of said contractor and shall not otherwise
13 be relieved of the requirements set forth in this Judgment. The Environmental Compliance
14 Manager may not be the same person, contractor or entity that the TravelCenters Entities use to
15 meet UST monitoring and testing regulatory requirements under Chapter 6.7 of Division 20 of the
16 California Health and Safety Code and the UST Regulations.

17 2.36. Beginning one year after the entry of this Judgment, and continuing for five (5) years
18 from the entry of this Judgment, the TravelCenters Entities’ Environmental Compliance Manager
19 shall submit to the State Water Board, an annual status report (hereinafter “Status Report”)
20 describing the TravelCenters Entities’ program for compliance with the terms of the injunction
21 and the implementation of such compliance program, any material change made to the program in
22 the preceding year, any NOV issued to the TravelCenters Entities for the Covered Facilities, any
23 actions taken in response to such NOV, and any penalties paid by the TravelCenters Entities with
24 respect to such NOV. Each Status Report shall contain a summary of, and include as attachments
25 thereto, all annual monitoring system certifications, including monitoring panel printouts,
26 secondary containment testing reports, tank lining inspection reports, cathodic protection testing
27 reports, monthly Designated Operator (“DO”) inspection reports, and CUPA inspections
28 performed at each facility in California. Each such annual Status Report shall be signed by the

1 TravelCenters Entities' Environmental Compliance Manager, or other management representative
2 of the TravelCenters Entities, under penalty of perjury. Each annual Status Report shall contain
3 the following certification:

4 "To the best of my knowledge, based on information and belief and after reasonable
5 investigation, I declare (or certify) under penalty of perjury that the information contained
6 in or accompanying this submission is true, accurate, and complete. I am aware that there
7 are civil and criminal penalties for submitting false information."

8 **2.37. Suspended Penalty Conduct.** The following shall constitute Suspended Penalty
9 Conduct for which the TravelCenters Entities will be subject to the Suspended Penalties set forth
10 in Paragraph 3.3 below.

11 2.37.a. Failure to conduct periodic testing of secondary containment UST
12 systems in accordance with the requirements of Title 23, California Code of Regulations section
13 2637.

14 2.37.b. For UST systems installed pursuant to Health and Safety Code sections
15 25290.1 and 25290.2, failure to have secondary containment that is constructed, operated and
16 maintained in accordance with the requirements of Health and Safety Code sections 25290.1(c)(3)
17 and 25290.2(c)(3). For UST systems installed pursuant to Health and Safety Code section 25291,
18 failure to provide a means of monitoring for water intrusion and for removing the water by the
19 owner or operator if water could enter into the secondary containment, in accordance with Health
20 and Safety Code section 25291(e).

21 2.37.c. Failure to maintain USTs so that primary and secondary containment is
22 "product tight," in accordance with Health and Safety Code sections 25290.1(c), 25290.2(c) and
23 25291(a)(1).

24 2.37.d. Failure to equip underground pressurized piping that conveys a hazardous
25 substance with an automatic line leak detector, in accordance with Health and Safety Code
26 sections 25290.1(h); 25290.2(g), 25291(f), 25292(e) and Title 23, California Code of Regulations
27 sections 2636(f)(2) and 2643(c)(1).

1 2.37.e. Failure to equip all double-walled UST systems with continuous
2 monitoring and to equip and monitor single-walled UST systems using a quantitative release
3 detection method listed in, and as required by Health and Safety Code sections 25290.1(d),
4 25290.2(d), 25291(b) and Title 23, California Code of Regulations section 2643(b) and/or failure
5 to maintain written records of such monitoring in accordance with the requirements specified in
6 Title 23, California Code of Regulations section 2712(b).

7 2.37.f. Failure to maintain and certify every twelve months all UST system
8 monitoring equipment, in accordance with Title 23, California Code of Regulations sections 2638
9 and 2641(j).

10 2.37.g. Failure to equip UST monitoring systems with an audible and visible
11 alarm, in accordance with Title 23, California Code of Regulations sections 2632(c)(2)(B) and
12 2636(f)(1).

13 2.37.h. Tampering with or otherwise disabling automatic leak detection devices
14 or alarms so they are not capable of detecting a leak at the earliest possible opportunity, in
15 violation of California Code of Regulations, Title 23, section 2630(d), except as authorized by
16 Health and Safety Code section 25299(i).

17 2.37.i. For USTs installed pursuant to Health and Safety Code sections 25290.1,
18 25290.2 and 25291, the failure to construct secondary containment to prevent structural
19 weakening as a result of contact with any released hazardous substances, and/or failure to
20 construct secondary containment capable of storing hazardous substances for the maximum
21 anticipated period of time necessary for the recovery of any released hazardous substance, as
22 required by Health and Safety Code sections 25290.1(c)(2), 25290.2(c)(2) and 25291(a)(2).

23 2.37.j. Failure to equip USTs with an overfill prevention system, as required by
24 Health and Safety Code section 25290.1(f), 25290.2(e), 25291(c), 25292(d), and 25292.1(a),
25 and/or the failure to have an overfill prevention system that does not allow for manual override,
26 as required by Title 23, California Code of Regulations section 2635(b)(2).

27 2.37.k. Failure to have UST piping that conveys hazardous substances under
28 pressure that is not secondarily contained and that is monitored using either an annual 0.1 gallon

1 per hour test, or a monthly 0.2 gallon per hour test, as required by Title 23, California Code of
2 Regulations section 2643(c).

3 2.37.l. Failure to have a UST monitoring system that is capable of detecting an
4 unauthorized release from any portion of the underground storage system at the earliest possible
5 opportunity, as required by Health and Safety Code sections 25290.1(d), 25290.2(d), 25291(b)
6 and 25292(a) and Title 23, California Code Regulations section 2630(d) and 2641(a).

7 2.37.m. Failure to equip USTs with a spill container that will collect any
8 hazardous substances spilled during product delivery operations to prevent the hazardous
9 substance from entering the subsurface environment, as required by Health and Safety Code
10 section 25284.2 and Title 23, California Code of Regulations section 2635(b)(1).

11 2.37.n. Failure to perform cathodic protection testing every three years for all
12 USTs constructed of steel, as required by Title 23, California Code of Regulations section
13 2635(a)(2).

14 2.37.o. Failure to have USTs installed pursuant to Health and Safety Code
15 section 25292 to be quantitatively monitored and/or failure to have USTs installed pursuant to
16 Health and Safety Code sections 25290.1, 25290.2 and 25291 to be continuously monitored to
17 ensure that the USTs are able to detect the entry of liquid or vapor phase of hazardous substances
18 from the primary into the secondary containment or water intrusion into the secondary
19 containment, as required by Health and Safety Code sections 25290.1(d), 25290.2(d) and
20 25291(b).

21 2.37.p. Failure to conduct enhanced leak detection testing in accordance with the
22 requirements of Health and Safety Code sections 25292.4 and 25292.5 and Title 23, California
23 Code of Regulations section and 2644.1.

24 2.37.q. Failure to ensure that only a "Service Technician" shall remove,
25 reposition, adjust or replace any leak-detecting sensor. "Service Technician" shall have the same
26 meaning as that term is defined in California Code of Regulations, Title 23, section 2611, and
27 shall include any individual who installs or tests monitoring equipment, or provides maintenance,
28 service, system programming or diagnostics, calibration or trouble-shooting for UST system

1 components, and who meets the requirements contained in California Code of Regulations, Title
2 23, section 2715(i).

3 2.37.r. Failure to ensure that test boots or other termination fittings or couplings
4 at turbine sumps, transition sumps and other piping sumps are properly placed so that the
5 secondary piping drains to a monitored sump as required by California Code of Regulations, Title
6 23, section 2636(c).

7 **3. PAYMENT FOR CIVIL PENALTIES AND INVESTIGATION AND**
8 **ENFORCEMENT COSTS**

9 3.1. Upon entry of this Judgment, the TravelCenters Entities, jointly and severally, are
10 liable for a total of FOUR MILLION, EIGHT HUNDRED THOUSAND DOLLARS
11 (\$4,800,000.00) in civil penalties and costs to be paid, suspended and credited as set forth in
12 Paragraphs 3.2 through 3.5, and 22.2, below.

13 3.2. **Cash Civil Penalties:** Within thirty (30) days of entry of this Judgment, the
14 TravelCenters Entities shall collectively pay to the State Water Board a total of ONE MILLION
15 DOLLARS (\$1,000,000.00) in civil penalties under Chapter 6.7 of Division 20 of the Health and
16 Safety Code and the UST Regulations. This payment shall be made by check, payable to the
17 State Water Board's "State Water Pollution Cleanup and Abatement Account." These funds may
18 be used by the State Water Board, at its discretion, to fund activities associated with the
19 investigation and/or enforcement of UST requirements, including those codified at Chapter 6.7 of
20 the California Health and Safety Code and the UST Regulations, and the investigation and/or
21 protection of the Underground Storage Tank Cleanup Fund. These activities may include, but are
22 not limited to, training State and local enforcement staff, hiring State enforcement staff, expert
23 witness support, and criminal investigation development and support.

24 3.3. **Suspended Penalties:**

25 3.3.a. Of the TravelCenters Entities' total liability of FOUR MILLION EIGHT
26 HUNDRED THOUSAND DOLLARS (\$4,800,000.00), ONE MILLION DOLLARS
27 (\$1,000,000.00) shall be suspended on the condition that: (1) the TravelCenters Entities comply
28 with their payment obligations of cash civil penalties and investigative and enforcement costs as

1 set forth in Paragraphs 3.2 and 3.5, and (2) the TravelCenters Entities do not engage in any
2 Suspended Penalty Conduct specified in Paragraph 2.37 through 2.37.r. for a period of five (5)
3 years, beginning immediately upon entry of this Judgment.

4 3.3.b. If the State Water Board determines that one or more of the TravelCenters
5 Entities have engaged in any Suspended Penalty Conduct set forth in Paragraphs 2.37 through
6 2.37.r. above, and the Suspended Penalty Conduct has been ongoing for at least thirty (30)
7 calendar days or had occurred for a period of thirty (30) or more calendar days, then the State
8 Water Board shall serve a Notice of Alleged Suspended Penalty Conduct (the "Notice of
9 Suspended Penalty") on the TravelCenters Entities. The Notice of Suspended Penalty shall
10 include the following information: (1) the specific act or omission that constituted the alleged
11 Suspended Penalty Conduct; (2) the dates of the alleged Suspended Penalty Conduct; and (3) if
12 required, the proposed action(s) that the TravelCenters Entities must take to correct the alleged
13 Suspended Penalty Conduct.

14 3.3.c. The State Water Board may, consistent with Paragraph 3.3.g below, initiate a
15 new enforcement action and seek any appropriate relief as authorized by law, including, but not
16 limited to, injunctive relief and the assessment and collection of civil penalties pursuant to Health
17 and Safety Code section 25299, and/or serve a Notice of Suspended Penalty as herein provided
18 and move the Court by noticed motion to assess and collect suspended civil penalties as provided
19 in Paragraphs 3.3 and 17. In any proceeding to assess and collect suspended civil penalties
20 pursuant to Paragraph 3.3, the State Water Board shall have the burden to prove by the
21 preponderance of evidence that one or more of the TravelCenters Entities engaged in the alleged
22 Suspended Penalty Conduct and the number of days over which the alleged Suspended Penalty
23 Conduct continued. The TravelCenters Entities shall retain all of their rights to contest the State
24 Water Board's claim that one or more of the TravelCenters Entities have engaged in Suspended
25 Penalty Conduct, including the right to assert that the alleged violation was due to a *Force*
26 *Majeure Event* as described in Paragraph 18.

27 3.3.d. The State Water Board will not move the Court by noticed motion to assess and
28 collect suspended civil penalties as provided in Paragraphs 3.3 and 17 and the TravelCenter

1 Entities shall not be liable for suspended penalties if the alleged Suspended Penalty Conduct has
2 been corrected within thirty (30) calendar days after one or more of the TravelCenters Entities
3 received "Notice" of the violation(s) upon which the alleged Suspended Penalty Conduct is
4 based. The TravelCenters Entities shall be deemed to have "Notice" of Suspended Penalty
5 Conduct in any of the following instances: (i) the State Water Board has issued actual notice of
6 the violation(s) which constitute Suspended Penalty Conduct to any of the TravelCenters
7 Entities; (ii) a CUPA has issued a Notice of Violation with respect to a violation(s) which
8 constitutes Suspended Penalty Conduct; (iii) the violation or the facts that constitute Suspended
9 Penalty Conduct are identified in a Designated UST Operator report provided to one or more of
10 the TravelCenters Entities; (iv) the violation or the facts that constitute Suspended Penalty
11 Conduct are identified in writing by the Compliance Manager for the TravelCenters Entities; or
12 (v) when any of the TravelCenters Entities or their respective officers, employees, agents, or the
13 Compliance Manager for the TravelCenters Entities become aware of facts that constitute
14 Suspended Penalty Conduct.

15 3.3.e. If the State Water Board elects to assess and collect suspended penalties, it shall
16 serve a Notice of Suspended Penalty on the TravelCenters Entities and proceed by way of a
17 noticed motion in accordance with Paragraphs 3.3 and 17. If, in such proceeding, the Court finds
18 that one or more of the TravelCenters Entities have engaged in Suspended Penalty Conduct for
19 thirty (30) or more calendar days, then the Court shall impose a civil penalty as follows: For each
20 Suspended Penalty Conduct violation the Court shall impose a civil penalty in the amount of
21 TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for each thirty (30) day calendar
22 period that a Suspended Penalty Conduct violation remains uncorrected. The civil penalty shall
23 be payable to the State Water Pollution Cleanup and Abatement Account. If the Court determines
24 that one or more of the TravelCenters Entities have engaged in Suspended Penalty Conduct, the
25 parties agree that the Court shall assess and award suspended civil penalties to the State Water
26 Board as herein provided. The Court may assess and award suspended civil penalties to the State
27 Water Board pursuant to the Stipulation and this Judgment until the entire suspended penalty
28 amount of ONE MILLION DOLLARS (\$1,000,000.00) is exhausted. Payment of the suspended

1 penalties awarded by the Court pursuant to this paragraph shall be due to the State Water Board
2 within thirty (30) days from the Court's final order(s).

3 3.3.f. The State Water Board shall have one hundred (100) calendar days after
4 expiration of the five (5) year period referenced in Paragraph 3.3.a to file a noticed motion for
5 suspended civil penalties as herein provided. However, in such event, the State Water Board
6 shall have the burden to prove that the alleged Suspended Penalty Conduct occurred before the
7 expiration of the five (5) year period referenced in Paragraph 3.3.a. If the TravelCenters Entities
8 comply with their payment obligations set forth in Paragraphs 3.2 and 3.5 and do not engage in
9 Suspended Penalty Conduct for a period of five (5) years, beginning with the entry of this
10 Judgment, the suspension of penalties as herein provided shall become permanent. However, if a
11 motion to assess and collect suspended civil penalties is timely filed and is pending before the
12 Court after the five (5) year period, the suspension of penalties shall not become final until a final
13 order has been issued and the TravelCenters Entities have paid the civil penalties ordered by the
14 Court.

15 3.3.g. The suspended penalties provided by Paragraph 3.3 are in addition to, and do
16 not bar, any other remedies or sanctions that may be available for any violations of Chapter 6.7 of
17 Division 20 of the California Health and Safety Code and the UST Regulations.

18 **3.4. Environmental Improvement Credit:**

19 3.4.a. Of the TravelCenters Entities' total liability of FOUR MILLION EIGHT
20 HUNDRED THOUSAND DOLLARS (\$4,800,000.00), up to TWO MILLION DOLLARS
21 (\$2,000,000.00) shall be credited for all verified costs approved by the State Water Board that are
22 directly related to the development and implementation of a comprehensive California Enhanced
23 Environmental Compliance Program ("CEECP") for the TravelCenters Entities' UST systems at
24 all California facilities and approved costs associated with implementing elements of the CEECP,
25 and all of which must be above and beyond the minimum requirements of Chapter 6.7 of Division
26 20 of the California Health and Safety Code and the UST Regulations ("Environmental
27 Improvement Credit"). The State Water Board agrees that the TravelCenters Entities have
28 already expended the sum of \$287,910.18 in costs eligible for Environmental Improvement

1 Credit. The State Water Board further agrees that the following categories of expenditures are
2 eligible for Environmental Improvement Credit provided they meet the requirements of Paragraph
3 3.4.c: (i) the annual cost of employing and maintaining the services of an Environmental
4 Compliance Manager as specified in Paragraph 2.35 above; (ii) the cost of replacing existing steel
5 USTs with double-walled fiberglass USTs that meet construction standards set forth in Health and
6 Safety Code section 25290.1 and the implementing Title 23, California Code of Regulations at
7 the TravelCenters Entities located in California; (iii) the cost of installing, maintaining and
8 operating an internet-based alarm notification system and (iv) the costs directly associated with
9 developing and implementing the approved CEECP, as reasonably determined by the State Water
10 Board. Other categories of expenditures will be eligible for Environmental Improvement Credit
11 provided they meet the requirements of Paragraph 3.4.c.

12 3.4.b. The elements of the CEECP are set forth in Exhibit D attached hereto and are
13 incorporated herein by reference.

14 3.4.c. In addition to meeting the other requirements as specified in the Stipulation
15 and this Judgment, costs eligible for Environmental Improvement Credit shall also meet the
16 following conditions:

17 (i.) The costs incurred must be for actions undertaken by the TravelCenters Entities
18 after April 2012 and within four (4) years following entry of this Judgment;

19 (ii.) The TravelCenters Entities shall not receive credit for UST environmental
20 compliance program elements or actions that are required by Chapter 6.7 of Division 20 of the
21 California Health and Safety Code, the UST Regulations, or other settlement agreements
22 pertaining to one or more of the TravelCenters Entities' California facilities, including, but not
23 limited to the settlement in the matter entitled "*People v. TA Operating LLC., et al.*," Riverside
24 County Superior Court, Indio Branch, Case RIC 503258, and for which one or more of the
25 TravelCenters Entities have or will receive credit; and

26 (iii.) All costs must be submitted and approved by the State Water Board no later
27 than five (5) years following the entry of this Judgment and before the termination of the
28 injunctive provisions as provided for in Paragraph 16.

1 3.4.d. In the event that the TravelCenters Entities are not able to demonstrate to the
2 reasonable satisfaction of the State Water Board that they have expended TWO MILLION
3 DOLLARS (\$2,000,000) in verifiable costs that are eligible for Environmental Improvement
4 Credit ("EIC"), the TravelCenters Entities shall pay to the State Water Board additional cash civil
5 penalties equal to the amount of the difference between the amount reasonably accepted by the
6 State Water Board as Environmental Improvement Credit and TWO MILLION DOLLARS
7 (\$2,000,000). In the event the parties disagree over whether any expenditures by the
8 TravelCenters Entities are eligible for an Environmental Improvement Credit under Paragraph
9 3.4.a. and c., or if the TravelCenters Entities fail to make any payment required under Paragraph
10 3.4.d., either Party may seek resolution of the dispute by filing a noticed motion in accordance
11 with the provisions of Paragraph 17. In any such proceeding the TravelCenters Entities shall
12 have the burden of proving that the expenditure qualifies as an Environmental Improvement
13 Credit as set forth in Paragraph 3.4.a. and c.

14 3.4.e. The parties agree that none of the TWO MILLION DOLLARS (\$2,000,000)
15 that are eligible for credit against the total liability and costs of FOUR MILLION EIGHT
16 HUNDRED THOUSAND DOLLARS (\$4,800,000.00) shall be considered a reimbursable cost
17 by the Underground Storage Tank Cleanup Fund. Furthermore, the TravelCenters Entities agree
18 not to seek reimbursement from the Underground Storage Tank Cleanup Fund for any costs
19 associated with the CEECP.

20 **3.5. Reimbursement of Costs of Investigation and Enforcement:** Within thirty (30)
21 days of entry of this Judgment, the TravelCenters Entities shall collectively pay a total of EIGHT
22 HUNDRED THOUSAND DOLLARS (\$800,000.00) to the State Water Board and other entities
23 identified in Exhibit B for reimbursement of attorneys' fees, costs of investigation and other costs
24 of enforcement. Payment shall be made by check in accordance with the terms in Exhibit B,
25 attached hereto and incorporated herein by reference as though fully set forth.

26 **3.6. Late Payments:** The TravelCenters Entities shall be liable for a stipulated civil
27 penalty of FIVE THOUSAND DOLLARS (\$5,000) for each day that a payment required
28 pursuant to the Stipulation and this Judgment is late.

1 3.7. All payments made pursuant to this Judgment shall be made by check and delivered
2 to the Office of the California Attorney General, 110 West "A" Street, Suite 1100, San Diego,
3 California, 92101, attention Edward H. Ochoa, Deputy Attorney General, for distribution by the
4 California Attorney General pursuant to the terms of this Judgment. The TravelCenters Entities
5 shall send a photocopy of all payments made by check to the State Water Resources Control
6 Board, 1001 I Street, 16th Floor, Sacramento, CA 95814, attention Yvonne West.

7 4. **MATTERS COVERED BY THE JUDGMENT**

8 4.1. This Judgment is a final and binding resolution and settlement of all claims,
9 violations, penalties and causes of action alleged by the State Water Board in the First Amended
10 Complaint and more specifically identified in the Violations Chart, attached hereto as Exhibit C,
11 regarding the Covered Facilities (hereinafter referred to as "Covered Matters"). The parties
12 reserve the right to pursue any claim that is not a Covered Matter ("Reserved Claim") and to
13 defend against any Reserved Claim.

14 4.2. The Covered Matters do not include and this Judgment does not apply to any claims,
15 actions or penalties for performance of, or lack of performance of, cleanup, corrective action, or
16 response action concerning or arising out of actual past or future releases, spills, leaks, discharges
17 or disposal of motor vehicle fuels, hazardous wastes, or hazardous substances caused or
18 contributed to by the TravelCenters Entities at locations at or from the Covered Facilities. This
19 Judgment does not prevent any claims, actions, or penalties by the State Water Board and/or other
20 regulatory entity based upon the actual release of any hazardous substances into the soil and/or
21 groundwater.

22 4.3. Except as otherwise provided in the Stipulation and in this Judgment, Plaintiff
23 covenants not to sue or pursue any further civil claims, actions or penalties against the
24 TravelCenters Entities or any of their officers, directors or employees for the Covered Matters.
25 Except for the Covered Matters, this Judgment does not resolve or settle any Reserved Claims or
26 any claims, violations, or causes of action against the TravelCenters Entities, including, but not
27 limited to, any violations that occur after the date of entry of this Judgment in this matter.
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1 4.4. The TravelCenters Entities, and each of them, covenant not to pursue any civil or
2 administrative claims against Plaintiff or Plaintiff's officers, employees, representatives, or
3 attorneys arising out of or related to any Covered Matters.

4 4.5. Any claims, violations, or causes of action that are based on acts, omissions or events
5 occurring after the date of entry of this Judgment in this matter, are not resolved or settled by this
6 Judgment.

7 4.6. In any subsequent action that may be brought by the State Water Board based on any
8 Reserved Claims, the TravelCenters Entities agree that they will not assert that failing to pursue
9 the Reserved Claims as part of this action constitutes claim-splitting, laches or is otherwise
10 inequitable. This Paragraph does not prohibit the TravelCenters Entities from asserting any
11 statute of limitations defense that may be applicable to any Reserved Claims.

12 4.7 Subject to Paragraph 4.4 above, nothing in the Stipulation and in this Judgment shall
13 be interpreted or construed to release any claim that any of the TravelCenters Entities may have
14 against any person or entity not a party to the Stipulation or this Judgment for any liability that
15 any of the TravelCenters Entities have incurred or may incur in the future arising out of or
16 relating to (i) the construction, operation or maintenance of the USTs at the Covered Facilities;
17 (ii) the performance of any obligations under this Judgment; (iii) the claims asserted in the First
18 Amended Complaint, or (iv) the matters identified in the Violations Chart, attached hereto as
19 Exhibit C. The TravelCenters Entities shall retain the right to pursue any such claims against any
20 such person or entity.

21 **5. NON-ADMISSION OF LIABILITY**

22 None of the TravelCenters Entities admits any allegation, finding, determination or
23 conclusion contained, alleged or asserted in the First Amended Complaint, and this Judgment is
24 not an admission by the TravelCenters Entities regarding any issue of law or fact alleged in the
25 First Amended Complaint and shall not be construed as an admission by any of the TravelCenters
26 Entities regarding the same. Except as otherwise expressly provided for in this Judgment,
27 nothing in this Judgment shall prejudice, waive or impair any right, remedy or defense that any of
28 the TravelCenters Entities have against any person or entity not a Party to this Judgment.

1 6. **PLAINTIFF IS NOT LIABLE**

2 The State Water Board shall not be liable for any injury or damage to persons or property
3 resulting from acts or omissions by the TravelCenters Entities in carrying out activities pursuant
4 to this Judgment, nor shall the State Water Board be held as a party to or guarantor of any
5 contract entered into by the TravelCenters Entities, their directors, officers, employees, agents,
6 representatives or contractors in carrying out activities required pursuant to this Judgment.

7 7. **APPLICATION OF FINAL JUDGMENT**

8 This Judgment shall apply to and be binding upon Plaintiff and upon the TravelCenters
9 Entities and to each of their respective predecessors, subsidiaries, affiliates, successors and
10 assigns.

11 8. **RETENTION OF JURISDICTION**

12 Pursuant to section 664.6 of the Code of Civil Procedure, the Court shall retain continuing
13 jurisdiction over this matter and the parties for the purpose of interpreting and enforcing the terms
14 of this Judgment.

15 9. **EFFECT OF JUDGMENT**

16 Except as expressly provided in this Judgment or applicable statutory or common law,
17 nothing in this Judgment is intended nor shall it be construed to preclude the State Water Board
18 from exercising its authority under any law, statute or regulation. Except as expressly provided by
19 this Judgment, the TravelCenters Entities retain all of their defenses and rights to the exercise of
20 such authority.

21 10. **REGULATORY CHANGES**

22 Nothing in this Judgment shall excuse the TravelCenters Entities from complying with any
23 more stringent requirements that may be imposed by changes in applicable law. To the extent
24 any future regulatory or statutory changes make the obligations of the TravelCenters Entities less
25 stringent than as provided for in Paragraph 2 of this Judgment, any of the TravelCenters Entities
26 may seek modification(s) of any of the obligations contained in Paragraph 2 hereof pursuant to
27 the provisions of Paragraph 15, below.

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11. AUTHORITY TO ENTER FINAL JUDGMENT

Each signatory to the Stipulation has 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 legally to bind that party.

12. PAYMENT OF LITIGATION EXPENSES AND FEES

Except as otherwise provided in the Stipulation and in this Judgment, each of the parties shall bear and pay its own fees and costs, including, but not limited to, 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, although nothing in this Paragraph 12 is intended to abridge the allocation of the payments made by the TravelCenters Entities pursuant to Paragraph 3.

13. INTEGRATION

The Stipulation and this Judgment constitute the whole agreement between the parties. This Judgment may not be amended or modified except as provided for in the Stipulation and in this Judgment.

14. NOTICES

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

For Plaintiff:

State Water Resources Control Board, Office of Enforcement
1001 I Street, 16th Floor,
Sacramento, CA 95814
Attn: Yvonne M. West, Esq.

and

1 Office of the California Attorney General
2 110 West "A" Street, Suite 1100
3 San Diego, CA 92101
4 Attn: Edward H. Ochoa, Esq.
5

6 **For the TravelCenters Entities:**
7 TravelCenters of America LLC
8 Two Newton Place
9 255 Washington Street
10 Newton, MA 02458
11 Attn: Mark Young, Esq.
12 Executive Vice President and General Counsel
13

14 and

15
16 José R. Allen, Esq.
17 Skadden, Arps, Slate, Meagher & Flom LLP
18 525 University Avenue, Suite 1400
19 Palo Alto, CA 94301

20 Any party may change the individual or address for purpose of notice to that party by
21 written notice specifying the new individual or address, but no such change is effective until the
22 written notice is actually received by the party sought to be charged with its contents.

23 **15. MODIFICATION OF FINAL JUDGMENT**

24 This Judgment may be amended or modified only on a noticed motion by one of the parties
25 with subsequent approval by the Court or upon written consent by the parties and the subsequent
26 approval of the Court, or upon written consent by all of the parties and the subsequent approval of
27 the Court.
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16. TERMINATION OF INJUNCTIVE RELIEF PROVISIONS

At any time after this Judgment has been in effect for five (5) years, any of the TravelCenters Entities may file a motion requesting a Court order that the injunctive provision of Paragraph 2 shall have no prospective effect based upon the TravelCenters Entities' demonstrated history of compliance with Paragraph 2. If the State Water Board agrees that the TravelCenters Entities have demonstrated that they have substantially complied with Paragraph 2, it may file a statement of non-opposition to such motion. If the State Water Board disagrees, the State Water Board shall file an opposition setting forth its reasoning and will recommend that this Judgment, including the injunctive provisions, remain in effect. Within thirty (30) days of the filing of the TravelCenters Entities' 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 the TravelCenters Entities' motion, the TravelCenters Entities may file a reply. The parties agree that the Court shall grant the TravelCenters Entities' request upon determining that the TravelCenters Entities have substantially complied with the obligations set forth in Paragraph 2 of this Judgment.

17. ENFORCEMENT OF FINAL JUDGMENT

17.1. The State Water Board may move this Court to enjoin the TravelCenters Entities from any violation of any provision of this Judgment and to award other appropriate relief, including penalties and costs as provided in Paragraphs 3.2 through 3.6, by serving and filing a regularly noticed motion in accordance with Code of Civil Procedure section 1005 ("Enforcement Motion"). The TravelCenters Entities may file an opposition, and the State Water Board may file a reply. At least fourteen (14) days before filing an Enforcement Motion, the State Water Board will meet and confer in good faith with the TravelCenters Entities to attempt to resolve the matter without judicial intervention. Notwithstanding any other provision in the Stipulation or in this Judgment, the State Water Board may take immediate action as authorized by law in order to respond to an immediate threat to human health or the environment.

17.2. The Court has the authority to enjoin any violation of this Judgment. On the State Water Board's Enforcement Motion, where Paragraphs 3.3 and 3.6 apply and the State

1 Water Board has met its burden of proof as required by Paragraph 3.3, if applicable, the payment
2 amounts as provided in those Paragraphs shall be binding on the TravelCenters Entities. The
3 Court retains, in addition, its power to enforce this Judgment through contempt. Except as to
4 Covered Matters between the State Water Board and the TravelCenters Entities, nothing in this
5 Judgment or the Stipulation shall restrict the authority of any state or local agency to seek civil or
6 criminal penalties and injunctive relief as provided by law.

7 **18. FORCE MAJEURE EVENT**

8 18.1. It is not a breach of the TravelCenters Entities' obligations under Paragraph 2 if
9 the TravelCenters Entities are unable to perform due to a *Force Majeure* event. Any event due to
10 acts of God, acts of war or circumstances beyond the control of the TravelCenters Entities that
11 prevents the performance of such an obligation despite the TravelCenters Entities' timely and
12 diligent efforts to fulfill the obligation, including the failure of a local regulatory authority to
13 timely issue its authorization to perform work required under the terms of this Judgment,
14 provided that the TravelCenters Entities have provided all the required information and
15 documentation for such authorization, shall constitute a *Force Majeure* event. A *Force Majeure*
16 event does not include financial inability to fund or complete the work, any failure by the
17 TravelCenters Entities' suppliers, contractors, subcontractors or other persons contracted to
18 perform the work for or on behalf of the TravelCenters Entities (unless their failure to do so is
19 itself due to a *Force Majeure* event), nor does it include circumstances which could have been
20 avoided if the TravelCenters Entities had complied with preventative requirements imposed by
21 law, regulation or ordinance.

22 18.2. If the TravelCenters Entities claim a *Force Majeure* event, the TravelCenters
23 Entities shall notify the State Water Board in writing within ten (10) business days of when any of
24 the TravelCenters Entities first learns that the event will prevent performance of an obligation in
25 Paragraph 2. Within fourteen (14) calendar days thereafter, the TravelCenters Entities shall
26 provide to the State Water Board a written explanation and description of the reasons for the
27 prevention of performance, all actions taken or to be taken to prevent or mitigate the
28 nonperformance, the anticipated date for performance, an explanation of why the event is a *Force*

1 *Majeure* event, and any documentation to support the TravelCenters Entities' explanation. Within
2 fourteen (14) calendar days of receipt of such explanation, the State Water Board will notify the
3 TravelCenters Entities in writing whether the State Water Board agrees or disagrees with the
4 TravelCenters Entities' assertion of a *Force Majeure* event. If the parties do not agree that a
5 particular delay or lack of performance is attributable to a *Force Majeure* event, either party may
6 petition the Court to resolve the dispute. If either party petitions the Court to resolve the dispute,
7 it will neither preclude nor prejudice the State Water Board from bringing a motion to enforce
8 any of the provisions of Paragraph 2 against the TravelCenters Entities as provided in Paragraph
9 18.4, below.

10 18.3. The time for performance of the obligations under Paragraph 2 of this Judgment
11 that are affected by a *Force Majeure* event will be extended for such time as is necessary to
12 complete those obligations. An extension of the time for performance of the obligations affected
13 by the *Force Majeure* event shall not, of itself, extend the time for performance of any other
14 obligation.

15 18.4. If the State Water Board decides to enforce the provisions of Paragraph 2
16 against the TravelCenters Entities for the failure to perform in spite of the TravelCenters Entities'
17 claim of a *Force Majeure* event, the TravelCenters Entities may raise the claimed *Force Majeure*
18 event as a defense to such an action and shall have the burden of proof to demonstrate the *Force*
19 *Majeure* event.

20 **19. NO WAIVER OF RIGHT TO ENFORCE**

21 The failure of the State Water Board to enforce any provision of this Judgment shall
22 neither be deemed a waiver of such provision nor in any way affect the validity of this Judgment.
23 The failure of the State Water Board to enforce any such provision shall not preclude it from later
24 enforcing the same or any other provision of this Judgment. Except as expressly provided in this
25 Judgment, the TravelCenters Entities retain all defenses allowed by law to any such later
26 enforcement. No oral advice, guidance, suggestions or comments by employees or officials of
27 any party regarding matters covered in this Judgment shall be construed to relieve any party of its
28 obligations under this Judgment.

1 20. **NECESSITY FOR WRITTEN APPROVALS**

2 All approvals and decisions of the State Water Board under the terms of this
3 Judgment shall be communicated to the TravelCenters Entities in writing. No oral advice,
4 guidance, suggestions or comments by employees or officials of the State Water Board regarding
5 submissions or notices shall be construed to relieve the TravelCenters Entities of their obligation
6 to obtain any final written approval required by this Judgment.

7 21. **ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

8 The TravelCenters Entities shall permit any duly authorized representative of the
9 State Water Board to inspect and copy the TravelCenters Entities' records and documents, and to
10 enter and inspect the TravelCenters Entities' California facilities to determine whether the
11 TravelCenters Entities are in compliance with the terms of this Judgment. Such documents
12 include, but are not limited to, the TravelCenters Entities' designated UST operator reports.
13 Nothing in this Paragraph is intended to require access to or production of any documents that are
14 protected from production or disclosure by the attorney-client privilege, attorney work product
15 doctrine or any other applicable privilege afforded to the TravelCenters Entities under law.

16 22. **COVERED FACILITIES AND CHANGE OF OWNERSHIP OR OPERATION**

17 22.1. The parties agree that Exhibit A, which as the effective date of this Judgment
18 shall identify the current Covered Facilities, shall be a living document that the TravelCenters
19 Entities shall keep current as herein required. Commencing on the effective date of this Judgment
20 in this matter, the TravelCenters Entities shall promptly provide written notice to the State Water
21 Board in accordance with Paragraph 14 whenever any Covered Facility listed on Exhibit A, as
22 may be amended, is sold, transferred to a new owner or operator, or closed. The TravelCenters
23 Entities shall also promptly provide written notice to the State Water Board in accordance with
24 Paragraph 14 whenever any additional UST facilities in Merced and Kern Counties come to be
25 owned or operated by any of the TravelCenters Entities.

26 22.2. The TravelCenters Entities agree that notwithstanding the sale, transfer or
27 closure of one or more Covered Facility, the TravelCenters Entities shall remain liable for all
28 unpaid civil penalties and costs, including any remaining suspended civil penalties and

1 Environmental Improvement Credit referenced in Paragraphs 3.3 and 3.4, above, or other civil
2 penalties that were assessed against that facility prior to the sale, transfer or closure of the facility.
3 No later than five (5) calendar days from the fully executed contract providing for the sale,
4 transfer or change of ownership or operator of a Covered Facility, the TravelCenters Entities shall
5 also provide a copy of this Judgment entered in this matter to each new owner or operator of the
6 Covered Facility.

7 **EFFECTIVE DATE**

8 23. The "Effective Date" of this Judgment shall be the date on which the Court enters this
9 Judgment on the Court's docket.

10 **ENTRY OF FINAL JUDGMENT**

11 24. The Clerk of the Court is ordered to enter this Judgment forthwith.

12
13 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

14
15
16
17 Dated: _____

18 JUDGE OF THE SUPERIOR COURT

EXHIBIT C

EXHIBIT C

REIMBURSEMENT OF INVESTIGATION AND ENFORCEMENT COSTS

Payment Reference	Payment Due Date	Total Payment	Distribution
Paragraph 5.5	Within 30 days of entry of the Final Judgment	\$776,900.70	<p><u>Payee:</u> State Water Resources Control Board – Underground Storage Tank Cleanup Fund</p> <p><u>Tax I.D.:</u> 68-0281986</p> <p>Tendered to: Edward H. Ochoa Deputy Attorney General California Department of Justice Office of the Attorney General 110 West "A" Street, Suite 1100 San Diego, CA 92101</p>
Paragraph 5.5	Within 30 days of entry of the Final Judgment	\$6,049.10	<p><u>Payee:</u> California CUPA Forum on behalf of Kern County Environmental Health</p> <p>To be utilized by Kern County Environmental Health employees to cover the cost of training, per diem, travel, and registration fees for the California Unified Program Agency's Annual Training Conference.</p> <p><u>Tax I.D.:</u> 95-4720243</p> <p>Tendered to: Edward H. Ochoa Deputy Attorney General California Department of Justice Office of the Attorney General 110 West "A" Street, Suite 1100 San Diego, CA 92101</p>
Paragraph 5.5	Within 30 days of entry of the Final Judgment	\$12,050.20	<p><u>Payee:</u> Merced County Environmental Health Civil Penalties Trust Fund on behalf of Merced County Department of Public Health, Division of Environmental Health</p> <p><u>Tax I.D.:</u> 2489-08010</p> <p>Tendered to: Edward H. Ochoa Deputy Attorney General California Department of Justice Office of the Attorney General 110 West "A" Street, Suite 1100 San Diego, CA 92101</p>

EXHIBIT C (Cont.)

Paragraph 5.5	Within 30 days of entry of the Final Judgment	\$5,000	Payee: Western States Project Tax I.D.: 86-6004791 Tendered to: Edward H. Ochoa Deputy Attorney General California Department of Justice Office of the Attorney General 110 West "A" Street, Suite 1100 San Diego, CA 92101
Total = \$800,000.00			

EXHIBIT D

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
1	Buttonwillow TA (K1) 27769 Lagoon Drive, Buttonwillow, CA / TA Operating LLC / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s).	8/16/2005	H&SC § 25292(e); HSC §§ 25299(a) and 25299(b)
2	27769 Lagoon Drive, Buttonwillow (K1) / TA Operating LLC / TA Operating LLC	25	Failure to perform annual LLD test	8/17/2005	HSC §§ 25292(b)(4)(C), 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2641(j), 2638(a)
3	27769 Lagoon Drive, Buttonwillow / TA Operating LLC / TA Operating LLC	25	Failure to perform annual LLD test	8/17/2005	HSC §§ 25292(b)(4)(C), 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2641(j), 2638(a)
4	27769 Lagoon Drive, Buttonwillow / TA Operating LLC / TA Operating LLC	f, g	Failure to perform secondary containment test	9/26/2005	HSC §§ 25299(a) and 25299(b); 23 CCR 2637
5	27769 Lagoon Drive, Buttonwillow / TA Operating LLC / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	9/26/2005	HSC § 25291(a)(2), HSC §§ 25299(a) and 25299(b)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
6	27769 Lagoon Drive, Buttonwillow / TA Operating LLC / TA Operating LLC	i	Failure to perform enhanced leak detection (ELD) test	5/12/2005	HSC §§ 25292.4, 25292.5; HSC §§ 25299(a) and 25299(b); 23 CCR 2640(e), 2644.1(a)
7	27769 Lagoon Drive, Buttonwillow / TA Operating LLC / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	10/9/2006	HSC § 25292(e)(1); HSC §§ 25299(a) and 25299(b); 23 CCR, 2643(c)
8	27769 Lagoon Drive, Buttonwillow / TA Operating LLC	t	Failure to perform annual line test	4/10/2006	HSC § 25291(f); HSC §§ 25299(a) and 25299(b); 23 CCR, 2643(c)
9	27769 Lagoon Drive, Buttonwillow / TA Operating LLC / TA Operating LLC	t	Failure to perform annual line test	8/18/2006	HSC § 25291(f); HSC §§ 25299(a) and 25299(b); 23 CCR 2643(c)
10	27769 Lagoon Drive, Buttonwillow / TA Operating LLC / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	10/9/2006	HSC §§ 25292, 25292.1(a); HSC §§ 25299(a) and 25299(b); 23 CCR 2712(j)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
11	27769 Lagoon Drive, Buttonwillow / HPT TA Properties Trust / TA Operating LLC	p, q	Failure to maintain maintenance, monitoring, testing or designated operator (DO) records	11/15/2007	HSC § 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2712(b), 2715(e)
12	27769 Lagoon Drive, Buttonwillow / HPT TA Properties Trust / TA Operating LLC	t	Failure to perform annual line test	10/10/2007	HSC § 25291(f); HSC §§ 25299(a) and 25299(b); 23 CCR 2643(c) [existing systems]
13	27769 Lagoon Drive, Buttonwillow / HPT TA Properties Trust / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	2/4/2008	HSC § 25292(e); HSC §§ 25299(a) and 25299(b)
14	27769 Lagoon Drive, Buttonwillow / HPT TA Properties Trust / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	2/4/2008	HSC § 25292(e); HSC §§ 25299(a) and 25299(b)
15	27769 Lagoon Drive, Buttonwillow / HPT TA Properties Trust / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	2/4/2008	HSC § 25292(e); HSC §§ 25299(a) and 25299(b)
16	27769 Lagoon Drive, Buttonwillow / HPT TA Properties Trust / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	6/26/2008	HSC §§ 25292, 25292.1(a); HSC §§ 25299(a) and 25299(b); 23 CCR 2712(j)
17	Wheeler Ridge TA (K2) 5800 Wheeler Ridge Road, Arvin, CA / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	6/25/2007	HSC 25291(f); HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
18	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	p, q, r	Failure to have Monitoring Plan for UST system(s)	2/1/2008	HSC §§ 25299(a) and 25299(b); 23 CCR 2632(b) and (d), 2634(d), 2712(i) [monitoring plan retained on-site]
19	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	s	Failure to have Release Response Plan for UST system(s)	2/1/2008	HSC §§ 25299(a) and 25299(b); 23 CCR 2632(d)(2), 2634(e)
20	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	u, v	Failure to maintain cathodic protection system records or test cathodic protection system	2/8/2008	HSC § 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2635(a)(2)(A)
21	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	p	Failure to maintain maintenance, monitoring, testing or designated operator (DO)	2/1/2008	HSC § 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2712(b), 2712(i), 2715(e)
22	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD).	6/16/2008	HSC § 25291(f), HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)
23	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	t	Failure to perform annual line test	10/13/2007	HSC § 25291(f); HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)(4)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
24	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	g	Failure to perform secondary containment test	9/28/2008	HSC §§ 25299(a) and 25299(b); 23 CCR 2637
25	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	g	Failure to perform secondary containment test	9/28/2008	HSC §§ 25299(a) and 25299(b); 23 CCR 2637
26	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	3/10/2009	HSC § 25291; HSC §§ 25299(a) and 25299(b)
27	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	3/10/2009	HSC § 25291; HSC §§ 25299(a) and 25299(b)
28	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	k	Failure to maintain equipment to prevent spill and overfills from UST system(s)	3/10/2009	HSC § 25284.2; HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b)(1)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
29	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	j	Failure to maintain monitoring system for UST system(s)	3/10/2009	HSC 25291(b); HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
30	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	t	Failure to perform annual line test	9/16/2006	HSC 25291(f); HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)(4)
31	5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	3/10/2009	HSC § 25291(f), HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)
32	Wheeler Ridge Petro - Filling Station (K3) 6434 West Laval Road, Lebec, CA / Petro Travel Plaza LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	5/12/2005	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
33	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	k, l	Failure to maintain equipment to prevent spill and overfills from UST system(s)	5/12/2005	HSC § 25291(c); HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b), 2665
34	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	b	Failure to conduct annual monitoring certification	5/4/2006	HSC §§ 25299(a) and 25299(b); 23 CCR 2638
35	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	m	Failure to notify local agency of DO change	5/15/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2715(a)
36	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	c	Failure to maintain evidence of Financial Responsibility	5/12/2005	HSC § 25292.2(a); HSC §§ 25299(a) and 25299(b); 23 CCR 2711(a)(11)
37	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	p, r	Failure to have Monitoring Plan for UST system(s)	5/15/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2632(b) and (d), 2634(d), 2712(l) [monitoring plan retained on-site]

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
38	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	5/15/2007	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
39	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	5/15/2007	HSC § 25291; HSC §§ 25299(a) and 25299(b)
40	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	2/12/2008	HSC § 25291(a)(2), HSC §§ 25299(a) and 25299(b)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
41	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	9/5/2008	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
42	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	g	Failure to perform secondary containment test	11/24/2005	HSC §§ 25299(a) and 25299(b); 23 CCR 2637
43	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	9/19/2008	HSC § 25291(b); HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
44	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	m	Failure to notify local agency of DO change	7/28/2009	HSC §§ 25299(a) and 25299(b); 23 CCR 2715(a)
45	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	f	Failure to maintain primary and/or secondary containment of UST system(s)	5/1/2009	HSC § 25291; HSC §§ 25299(a) and 25299(b)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
46	6434 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	8/17/2010	HSC § 25291, HSC §§ 25299(a) and 25299(b)
47	Wheeler Ridge Petro - Garage (K4) 6460 West Laval Road, Lebec, CA / Petro Travel Plaza LLC / TA Operating LLC	g	Failure to perform secondary containment test	5/12/2005	HSC §§ 25299(a) and 25299(b); 23 CCR 2637
48	6460 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	6/1/2007	HSC 25291(b); HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
49	6460 West Laval Road, Lebec / Petro Travel Plaza LLC / TA Operating LLC	k, l	Failure to maintain equipment to prevent spill and overfills from UST system(s)	6/1/2007	HSC 25291(c), HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b), 2665

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
50	Wheeler Ridge Petro - C-Store #1 (K5) 5855 Dennis McCarthy Drive, Lebec, CA / Petro Travel Plaza LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	5/12/2005	HSC 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
51	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	p, q	Failure to maintain maintenance, monitoring, testing or designated operator (DO) records	5/15/2007	HSC 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2712(b), 2715(e)
52	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	m	Failure to notify local agency of DO change	5/15/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2715 (a)
53	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	c	Failure to maintain evidence of Financial Responsibility	5/12/2005	HSC § 25292.2(a); HSC §§ 25299(a) and 25299(b); 23 CCR 2711(a)(11)
54	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	p, r	Failure to have Monitoring Plan for UST system(s)	5/15/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2632(b) and (d), 2634(d), 2712(i) [monitoring plan retained on-site]

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
55	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	5/15/2007	HSC § 25291(f), HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)
56	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	5/15/2007	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
57	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	5/15/2007	HSC § 25291; HSC §§ 25299(a) and 25299(b)
58	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	g	Failure to perform secondary containment test	11/17/2005	HSC §§ 25299(a) and 25299(b); 23 CCR 2637
59	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	3/11/2009	HSC § 25291(f), HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)
60	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	k, l	Failure to maintain equipment to prevent spill and overfills from UST system(s)	3/11/2009	HSC § 25291(c); HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b), 2665

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
61	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	1/27/2010	HSC § 25291(a)(2), HSC §§ 25299(a) and 25299(b); 23 CCR 2662
62	5855 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	3/3/2010	HSC § 25291, HSC §§ 25299(a) and 25299(b)
63	Wheeler Ridge Petro - C-Store #2 (K6) 5818 Dennis McCarthy Drive, Lebec, CA / Petro Travel Plaza LLC / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	8/30/2006	HSC § 25291(a)(2); HSC §§ 25299(a) and 25299(b)
64	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	k	Failure to maintain equipment to prevent spill and overfills from UST system(s)	5/21/2007	HSC § 25284.2; HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b)(1)
65	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	5/21/2007	HSC § 25291(b); HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d), 2641(a)
66	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	5/21/2007	HSC § 25291(f); HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
67	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	5/21/2007	HSC § 25291; HSC §§ 25299(a) and 25299(b)
68	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	c	Failure to maintain evidence of Financial Responsibility	5/12/2005	HSC § 25292.2(a); HSC §§ 25299(a) and 25299(b); 23 CCR 2711(a)(11)
69	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	m	Failure to notify local agency of DO change	5/21/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2715 (a)
70	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	p, r	Failure to have Monitoring Plan for UST system(s)	5/21/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2632(b) and (d), 2634(d), , 2712(i) [monitoring plan retained on-site]
71	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	p, q	Failure to maintain maintenance, monitoring, testing or designated operator (DO) records	3/11/2009	HSC § 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2712(b), 2715(e)
72	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	3/4/2010	HSC § 25291; HSC §§ 25299(a) and 25299(b);

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
73	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	3/4/2010	HSC § 25291; HSC §§ 25299(a) and 25299(b)
74	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	3/1/2011	HSC § 25291(f); HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)
75	5818 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	3/1/2011	HSC § 25291(a)(2); HSC §§ 25299(a) and 25299(b);
76	Wheeler Ridge Petro - C-Store #3 (K7) 5938 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	b	Failure to conduct annual monitoring certification	4/10/2009	HSC §§ 25299(a) and 25299(b); 23 CCR 2638
77	5938 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	4/15/2009	HSC §§ 25290.1(d); HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
78	5938 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	x, w	Failure to comply with DO training requirements or maintain DO training records	7/28/2009	HSC §§ 25299(a) and 25299(b); 23 CCR 2715(f)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
79	5938 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	m	Failure to notify local agency of DO change	7/28/2009	HSC §§ 25299(a) and 25299(b); 23 CCR 2715 (a)
80	5938 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	x, w	Failure to comply with DO training requirements or maintain DO training records	4/27/2010	HSC §§ 25299(a) and 25299(b); 23 CCR 2715(f)
81	5938 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	b	Failure to conduct annual monitoring certification	4/16/2010	HSC §§ 25299(a) and 25299(b); 23 CCR 2638
82	5938 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	d or e	Liquid inside a secondary containment component, such as a sump or under-dispenser containment	4/20/2011	H&SC 25290.1(c)(1) and (3); HSC §§ 25299(a) and 25299(b)
83	5938 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	4/20/2011	H&SC 25290.1(d); HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
84	5938 Dennis McCarthy Drive, Lebec / Petro Travel Plaza LLC / TA Operating LLC				

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
85	Livingston TA (M1) 435 Winton Parkway, Livingston / TA Operating LLC / TA Operating LLC	b	Failure to conduct annual monitoring certification	3/16/2008	HSC §§ 25299(a) and 25299(b); 23 CCR 2638
86	435 Winton Parkway, Livingston / TA Operating LLC / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector. (LLD)	4/15/2010	HSC § 25290.1(h), HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)
87	435 Winton Parkway, Livingston / TA Operating LLC / TA Operating LLC	k	Failure to maintain equipment to prevent spill and overfills from UST system(s)	4/23/2010	HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b)(1)
88	Santa Nella TA (M2) 12310 South Highway 33, Santa Nella / TA Operating LLC / TA Operating LLC	k	Failure to maintain equipment to prevent spill and overfills from UST system(s)	12/1/2006	HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b)(1)
89	12310 South Highway 33, Santa Nella / TA Operating LLC / TA Operating LLC				

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Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
90	12310 South Highway 33, Santa Nella / HPT TA Properties Trust / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	10/14/2008	HSC § 25291(a)(2); HSC §§ 25299(a) and 25299(b)
91	12310 South Highway 33, Santa Nella / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	j	Failure to have monitoring sensor for UST system(s)	5/12/2005	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d), 2631(g), 2632(c)(2)(A)
92	12310 South Highway 33, Santa Nella / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC	j	Failure to have monitoring system for UST system(s)	5/12/2005	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d), 2631(i), 2632(c)(2)(B)
93	12310 South Highway 33, Santa Nella / HPT TA Properties Trust / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	7/9/2009	HSC § 25291(f); HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)

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Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
94	12310 South Highway 33, Santa Nella / HPT TA Properties Trust / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	12/29/2009	HSC § 25291(a)(2), HSC §§ 25299(a) and 25299(b); 23 CCR 2662
95	Santa Nella Petro (M3) 28991 West Gonzaga Road, Los Banos, CA / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	5/12/2005	HSC § 25291(f), HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f)

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Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
96	28991 West Gonzaga Road, Los Banos / TA Operating LLC	j	Failure to maintain monitoring system for UST system(s)	6/24/2005	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
97	28991 West Gonzaga Road, Los Banos / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	6/24/2005	HSC § 25291(f); HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f).
98	28991 West Gonzaga Road, Los Banos / TA Operating LLC	n	Failure to meet DO inspection requirements	10/5/2005	HSC §§ 25299(a) and 25299(b); 23 CCR 2715(c)

**People v. TA Operating LLC, et al.
Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
99	28991 West Gonzaga Road, Los Banos / TA Operating LLC	b	Failure to conduct annual monitoring certification	8/31/2005	HSC §§ 25299(a) and 25299(b); 23 CCR 2638
100	28991 West Gonzaga Road, Los Banos / TA Operating LLC	q	Failure to maintain maintenance, monitoring, testing or designated operator (DO)	10/5/2005	HSC § 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2712(b), 2715(e)
101	28991 West Gonzaga Road, Los Banos / TA Operating LLC	j	Failure to maintain monitoring system for UST system(s)	6/24/2005	HSC § 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2632(c)(2)(B), 2636(f)(1)
102	28991 West Gonzaga Road, Los Banos / TA Operating LLC	w	Failure to comply with DO training requirements or maintain DO training records	10/5/2005	HSC §§ 25299(a) and 25299(b); 23 CCR 2715(f)
103	28991 West Gonzaga Road, Los Banos / TA Operating LLC	e	Failure to maintain equipment to prevent spill and overfills from UST system(s)	10/5/2005	HSC § 25284.2, HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b)(1)
104	28991 West Gonzaga Road, Los Banos / TA Operating LLC	c	Failure to maintain evidence of Financial Responsibility	10/5/2005	HSC § 25292.2(a); HSC §§ 25299(a) and 25299(b); 23 CCR 2711(a)(11)

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Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
105	28991 West Gonzaga Road, Los Banos / TA Operating LLC	z	Failure to enter into an agreement with the UST operator to monitor UST system(s)	10/5/2005	HSC § 25284(a)(3), HSC §§ 25299(a) and 25299(b); 23 CCR 2620(b)
106	28991 West Gonzaga Road, Los Banos / TA Operating LLC	j, o	Failure to maintain monitoring sensor for UST system(s)	7/14/2006	HSC § 25291(b); HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d), 2632©
107	28991 West Gonzaga Road, Los Banos / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	7/19/2006	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
108	28991 West Gonzaga Road, Los Banos / TA Operating LLC	n, q	Failure to maintain maintenance, monitoring, testing or designated operator (DO) records	7/19/2006	HSC § 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2712(b); 2715(c), 2715(e)
109	28991 West Gonzaga Road, Los Banos / TA Operating LLC	k	Failure to maintain equipment to prevent spill and overfills from UST system(s)	7/19/2006	HSC § 25284.2; HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b)(1)

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Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
110	28991 West Gonzaga Road, Los Banos / TA Operating LLC	h	Failure to maintain primary containment of UST system(s)	7/19/2006	HSC § 25291; HSC §§ 25299(a) and 25299(b)
111	28991 West Gonzaga Road, Los Banos / TA Operating LLC	k	Failure to maintain equipment to prevent spill and overfills from UST system(s)	1/4/2007	HSC § 25291(c); HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b), 2665
112	28991 West Gonzaga Road, Los Banos / TA Operating LLC	g	Failure to perform secondary containment test	12/8/2005	HSC §§ 25299(a) and 25299(b); 23 CCR 2637
113	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	f	Failure to maintain secondary containment of UST system(s)	2/7/2007	HSC § 25291(a)(2); HSC §§ 25299(a) and 25299(b)

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Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
114	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	p, r	Failure to have Monitoring Plan for UST system(s)	2/16/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2632(b) and (d), 2634(d), 2712(i) [monitoring plan retained on-site]
115	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	s	Failure to have Release Response Plan for UST system(s)	2/16/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2632(d)(2), 2634(e),
116	28991 West Gonzaga Road, Los Banos / TA Operating LLC	c	Failure to maintain evidence of Financial Responsibility	2/16/2007	HSC § 25292.2(a); HSC §§ 25299(a) and 25299(b); 23 CCR 2711(a)(11)
117	28991 West Gonzaga Road, Los Banos / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	2/16/2007	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
118	28991 West Gonzaga Road, Los Banos / TA Operating LLC	a	Failure to maintain underground pressurized piping with line leak detector (LLD)	2/16/2007	HSC § 25291(f) HSC §§ 25299(a) and 25299(b); 23 CCR 2636(f),

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Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
119	28991 West Gonzaga Road, Los Banos / TA Operating LLC	m	Failure to notify local agency of DO change	2/16/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2715(a).
120	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	w	Failure to comply with DO training requirements or maintain DO training records	2/16/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2715(f)
121	28991 West Gonzaga Road, Los Banos / TA Operating LLC	p	Failure to submit UST forms	2/16/2007	HSC § 25286(a); HSC §§ 25299(a) and 25299(b); 23 CCR 2711(a)
122	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	k	Failure to maintain equipment to prevent spill and overfills from UST system(s)	7/16/2007	HSC § 25291(c), HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b), 2665
123	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	n, q	Failure to maintain maintenance, monitoring, testing or designated operator (DO)	7/16/2007	HSC § 25293; HSC §§ 25299(a) and 25299(b); 23 CCR 2712(b), 2715(c), 2715(e)

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Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
124	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	j	Failure to maintain monitoring system for UST system(s)	7/16/2007	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
125	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	j	Failure to maintain monitoring system for UST system(s)	7/8/2008	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
126	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	7/8/2008	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
127	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	7/8/2008	HSC § 25291(b); HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
128	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	7/8/2008	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d),
129	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	b	Failure to conduct annual monitoring certification	7/15/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2638

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Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
130	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	b	Failure to conduct annual monitoring certification	7/20/2007	HSC §§ 25299(a) and 25299(b); 23 CCR 2638
131	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	j, o	Failure to maintain monitoring sensor for UST system(s)	2/23/2009	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d), 2632(c)
132	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	j	Failure to maintain monitoring sensor for UST system(s)	2/23/2009	HSC § 25291(b), HSC §§ 25299(a) and 25299(b); 23 CCR 2630(d)
133	28991 West Gonzaga Road, Los Banos / TA Operating LLC / TA Operating LLC	k	Failure to maintain equipment to prevent spill and overfills from UST system(s)	6/28/2011	HSC § 25291(c); HSC §§ 25299(a) and 25299(b); 23 CCR 2635(b), 2665
134	Buttonwillow TA (K1) . 27769 Lagoon Drive, Buttonwillow, CA / TA Operating LLC / TA Operating LLC	j	Failure to monitor USTs	5/12/2005	HSC § 25292(a); 23 CCR 2643(b)(5), 2643(f)

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Violations Chart**

Violation Number	Facility & Owner / Operator (1)	First Amended Comp. ¶ 25	Violation	Date of Violation (or date of discovery)	HSC & CCR, tit. 23
135	Wheeler Ridge TA j (K2) 5800 Wheeler Ridge Road, Arvin / TA Operating LLC, HPT TA Properties Trust / TA Operating LLC		Failure to monitor USTs	9/15/2005	HSC § 25292(a); 23 CCR 2643(b)(5), 2643(f)

EXHIBIT E

**TA OPERATING LLC
UNDERGROUND STORAGE TANK
CALIFORNIA ENHANCED ENVIRONMENTAL
COMPLIANCE PROGRAM**

24601 Center Ridge Road

Westlake, Ohio 44145-5639

VERSION 1.0
JANUARY 2014

TA OPERATING LLC
UNDERGROUND STORAGE TANK
CALIFORNIA ENHANCED ENVIRONMENTAL
COMPLIANCE PROGRAM

Statement of UST Compliance Policy

It is the policy of TA Operating LLC (the "Company" or "TA") to comply with all federal, state and local laws and regulations governing the operation and maintenance of underground storage tanks ("UST laws") at facilities owned or operated by the Company. In furtherance of this policy the Company has developed and implemented the following California Enhanced Environmental Compliance Program ("CEECP") for its UST facilities in California.

Applicability of Policy

The Company owns or operates 13 travel centers in California. The travel centers are identified in Attachment 1. TA has entered into prior settlement agreements covering the Corning TravelCenter in Tehama County (*People of the State of California v. TravelCenters of America*, Civil Action No. 55366 (Tehama Superior Court)); the Ontario East TravelCenter and Ontario West TravelCenter in San Bernardino County (*People of the State of California v. TravelCenters of America LLC*, Civil Action No. CIV RS 806538 (San Bernardino Superior Court)); and the Coachella TravelCenter in Riverside County (*People of the State of California v. TA Operating LLC*, Civil Action No. RIC 503258 (Riverside Superior Court)). The CEECP described below applies to all the travel centers identified in Attachment 1 unless the provisions of the foregoing settlement agreements conflict with the provisions of the CEECP.

Program Description and Organization

The Company has developed this plan in an effort to enhance compliance with California laws and regulations regarding underground storage tanks (USTs). This plan describes the procedures and responsibilities of the personnel involved in maintaining compliance with the applicable laws and regulations related to USTs. This plan is current as of the date it is written. The Company may change the internal personnel assigned to perform the functions outlined below and may retain different third-party contractors to perform certain responsibilities. In addition, the Company may utilize in-house personnel to perform some or all of the functions performed

by third-party contractors. If the Company elects to utilize in-house personnel to perform some or all of the functions performed by third-party contractors or if the Company retains a different contractor to perform the functions of the Compliance Manager (currently, Jones Covey), the Company will notify the California State Water Resources Control Board (the "Water Board") of the change not later than thirty (30) days after making the change.

Limitations

The provisions set forth in the CEECP regarding the retention of a third-party contractor to perform oversight of the Company's environmental compliance program in California, and the installation, operation, and maintenance of the internet-based remote alarm system described below, exceed the minimum requirements of existing UST laws and have been developed and implemented in connection with the resolution of litigation with the Water Board in *People v. TravelCenters of America LLC et al.*, Case No. CV001267 (Merced Superior Court) (hereafter, the "Merced Action"). In addition, if the Company replaces existing single-walled steel USTs with double-walled fiberglass USTs, which is not required under this agreement, the upgrade program will exceed the minimum requirements of existing UST laws. The Company will seek Environmental Improvement Credits for the cost of implementing these provisions pursuant to Paragraph 5.4 of the Stipulation entered in the Merced Action. The CEECP is enforceable only by the Water Board in accordance with the terms of the Stipulation entered in the foregoing action. No other person or entity shall have the right to enforce the CEECP. In addition, the CEECP shall not be used in any other action or proceeding to establish any standard of care with respect to any alleged acts or omissions of the Company or its officers, directors, and employees.

Staffing and Organizational Structure

Implementation, management, and operation of the CEECP consists of a multi-faceted program comprised of a combination of internal Company headquarters and site personnel and external third-party contractors. The personnel involved in environmental compliance management are presented in the organizational chart (Attachment 2) and their roles and responsibilities are summarized below. Any changes in personnel or in responsibilities will be reflected in an updated organizational chart to be filed with the Status Report described below.

1. TA Operating LLC Environmental Personnel

Environmental compliance will be managed by Dennis Milazzo – Director, Environmental Services. David Plummer – Manager, Environmental Services, will assist with management, as necessary.

2. Compliance Manager

TA has retained the services of a third-party contractor (currently, Jones Covey) to provide a dedicated Compliance Manager for the Company's California facilities. The current Compliance Manager is Joe Zapatochny. The Compliance Manager will provide oversight of the environmental compliance program in California and, in particular, be responsible for implementation of the tasks identified on the Compliance Task List (Attachment 3). In addition, the Compliance Manager will be responsible for maintaining and managing documentation including: UST registration, testing results, inspections, etc. The following is an illustrative list of the duties assigned to the Compliance Manager with regard to the UST system.

- Conduct monthly comprehensive site visits to all of the Company's California locations to make sure they are keeping all logs, inspection reports, testing results, and other paperwork required by applicable UST laws.
- Inspect sumps and dispenser pans for proper placement of sensors, make sure they are clean and free of debris or liquid, and ensure test boots are in the proper position.
- Make sure sites are properly completing required daily checklists and are following up on any identified issues.
- Fill out compliance checklists on each visit and share with Field Managers and Directors.
- Conduct and track Designated UST Operator new and annual refresher training for store and shop employees.
- Attend regulatory UST compliance inspection and testing.
- Establish working relationships with regulators.
- Prepare, maintain, and submit UST Monitoring and Response Plans, Designated UST Operator statements and Certificates of Financial Responsibility.
- Coordinate and schedule all UST compliance testing and inspections to ensure all deadlines are met.
- Review and follow up on any issues identified by Designated UST Operator or other contractor and direct and follow up on any repairs that are needed.
- Supervise and direct any upgrades or repairs identified during regulatory UST inspections or testing.
- Review weekly Veeder Root polling data and other testing records and be familiar with all the UST systems.
- Prepare a Status Report summarizing the TravelCenters Entities' implementation of and compliance with the terms of the Stipulation, any material changes to the

compliance program, and Notices of Violation ("NOV") issued to the TravelCenters Entities for the facilities covered by the Stipulation, any actions taken in response to such NOV, and any penalties paid by the TravelCenters Entities with respect to such NOV. Each Status Report shall contain a summary of, and include as attachments thereto, all annual monitoring system certifications, including monitoring panel printouts, secondary containment testing reports, tank lining inspection reports, cathodic protection testing reports, monthly Designated Operator inspection reports, and CUPA inspections performed at each facility in California. The Status Report will comply with the requirements of Paragraph 4.36 of the Stipulation entered in the Merced Action and will be submitted to the Water Board in accordance with the procedures set forth therein. The Status Report will be submitted to the Water Board in electronic format on a flash drive or CD/DVD.

3. Third-Party Designated UST Operator Inspections

Licensed Designated UST Operators (Designated Operators) will be responsible of inspecting the UST systems monthly. The Company has entered into contracts with UST Operators of Southern California and R.S.S.E., Inc. to provide inspection services, prepare and file inspection reports required for the USTs, and conduct facility employee training. The monthly inspections conducted by the Designated Operators will cover all the required matters set forth in Title 23, Section 2715 of the California Code of Regulations. The Designated Operator also will be responsible for conducting the facility employee training (discussed below) required by Title 23, Section 2715(f) of the California Code of Regulations. The monthly Designated Operator inspections will include the following:

- Review the alarm history report or log for the previous month, and check that each alarm condition was documented and responded to appropriately. A copy of the alarm history report or log, along with documentation describing action taken in response to any alarm(s), shall be attached to the monthly visual inspection record.
- Inspect for the presence of hazardous substance, water, or debris in spill containers.
- Inspect for the presence of hazardous substance, water, or debris in under-dispenser containment areas, and check that the monitoring equipment in these areas is located in the proper position to detect a leak at the earliest possible opportunity.
- Inspect for the presence of hazardous substance, water, or debris in containment sumps that, in the past month, have had an alarm for which there is no record of a service visit, and check that the monitoring equipment in these containment sumps is located in the proper position to detect a leak at the earliest possible opportunity.
- Check that all required testing and maintenance for the underground storage tank system have been completed; and document the dates these activities occurred.

- Verify that all facility employees have been trained in accordance with Section 2715(f).

The result of the Designated Operator's inspections will be recorded as required by Title 23, Section 2715(c) of the California Code of Regulations and provided to the Company and the Compliance Manager as required by Title 23, Section 2715(d) of the California Code of Regulations.

4. TA Operating LLC Site Personnel

Field Maintenance Technicians (FMTs) and Truck Service GMs complete daily inspections, which are reviewed by the Designated Operators and the Compliance Manager. Store General Managers (GMs) conduct monthly inspections, which are also reviewed by the Designated Operators and the Compliance Manager.

5. TA Operating Directors and Field Managers

Store and Truck Service Directors and Field Managers (FMs) will review the monthly checklists on a quarterly basis to assist in monitoring and maintaining compliance at the facilities under their supervision.

Procedures

Each site will be visited by the Compliance Manager once per month and a compliance inspection will be completed with the site manager(s). The Compliance Manager will serve as the primary interface with CUPA personnel for the purpose of scheduling facility compliance inspections, accompanying CUPA inspectors during their facility compliance inspections, and responding to and following up on any issues that are identified during the course of a compliance inspection by the CUPA. The monthly site inspections by the Compliance Manager will not be conducted on the same day as the monthly facility inspections conducted by the Designated Operators pursuant to Title 23, Section 2715 of the California Code of Regulations.

The Compliance Manager will review the UST inspection forms and work with the Designated Operators to ensure that any issues identified during the inspections are resolved promptly and that the proper documentation is prepared to record the issue and its resolution.

Monthly inspections by the Store GM will include Veeder Root alarm logs, hoses, nozzles, spill buckets, and general tank top and dispensing area. The Truck Service GM will inspect and complete checklists for hazardous materials storage areas, above ground storage tanks, and drum storage areas.

Field Maintenance Technicians will perform periodic inspections listed on their required Maintenance Checklist (Attachment 4), which includes dispenser and tank sump inspections and

other items that are also included in the GM checklists. Inspection logs will be placed in a binder at the fuel pay point for later review by the Compliance Manager and the Designated Operator. Store and Truck Service Directors and Field Managers will review the monthly checklists on a quarterly basis to assist in monitoring and maintaining compliance at the facilities under their supervision.

Training

Designated Operators will be responsible for conducting the employee training specified in Title 23, Section 2715(f) of the California Code of Regulations. The training will be conducted every 12 months for current employees. New employees will receive the required training within thirty days of being hired and every 12 months thereafter. The training will cover the topics specified in Title 23, Section 2715(f) of the California Code of Regulations and will include the following:

- The operation of the underground storage tank system in a manner consistent with the facility's best management practices.
- The facility employee's role with regard to the monitoring equipment as specified in the facility's monitoring plan.
- The facility employee's role with regard to spills and overfills as specified in the facility's response plan.
- The name of the contact person(s) for emergencies and monitoring equipment alarms.
- The facility employee's role in recognizing and reporting potential violations of UST laws.

Monitoring and Data Tracking Systems

The USTs are monitored by Veeder Root automatic tank gauges. Site personnel monitor the Veeder Root Console for alarms and respond to alarms, as necessary. All alarms are recorded in an alarm log located at the fuel pay point. Veeder Roots are connected to a network so that the Environmental Director, Manager, Compliance Manager, and Designated Operators can view the Veeder Root condition remotely through the internet. Once per week the Veeder Root is polled by the Company's Environmental Department and the current record of the Veeder Root is retained.

The Company has installed a program developed by Veeder Root, Inform.net, that provides notification of Veeder Root alarms immediately to all necessary personnel and saves current records of the Veeder Root monitoring, as necessary. This program allows for faster response to alarm conditions so that they can be investigated sooner and repaired in a timely manner. A

description of the program is contained in Attachment 5. Only personnel who meet the certification, licensing, and testing requirements specified in Title 23, Section 2715 of the California Code of Regulations will have system access to change the configuration of the UST monitoring and alarm systems remotely.

The Company uses a database called Enfos to retain documents and track costs. This database was developed for environmental management and provides access to documents and information related to environmental issues at any particular site. Testing and inspection due dates can also be tracked in Enfos.

The Compliance Manager also maintains a database that is used to upload inspection, repair and testing documentation similar to Enfos.

Veeder Root monitoring, alarm and polling data will be retained for five years.

Auditing Program Performance and Accountability

The Company relies on a combination of headquarters personnel, field personnel, and external contractors to audit adherence to the CEECP and the effectiveness of the CEECP in maintaining compliance with UST laws.

Environmental Director – The Environmental Director will review documentation of compliance and training on an annual basis to determine if the CEECP is being properly implemented. The Environmental Director will report the audit findings to the Senior Vice President of Store Operations with recommendations for action to comply with the program where there are compliance deviations. In addition, the Environmental Director or other personnel that he may assign will periodically evaluate the performance of the Compliance Manager, the Designated Operators, and the Monthly Preventative Maintenance Contractors to determine whether they are performing their contractual responsibilities in a satisfactory manner and whether modifications to their contracts are necessary. The performance of these contractors also will be taken into consideration in determining whether existing contracts should be renewed or extended.

Compliance Manager – The Compliance Manager is responsible for monitoring the performance of the Designated Operators and Monthly Preventative Maintenance Contractors to assess whether repairs and maintenance issues have been appropriately addressed and resolved on a timely basis. In addition, the Compliance Manager is responsible for bringing compliance, repair and maintenance issues to the attention of Store General Managers and the Truck Service General Managers. The Compliance Manager is also responsible for apprising the Environmental Director of any performance deficiencies by third-party contractors or unresolved compliance, maintenance or repair issues at the facilities.

Store General Managers and Truck Service General Managers – Store General Managers and Truck Service General Managers are responsible for monitoring and evaluating the performance of site personnel, including Field Maintenance Technicians, responsible for the operation and maintenance of the UST system at the facilities for which they are responsible. In addition, they are responsible for reporting to the Environmental Director any observed deficiencies in the performance of third-party contractors responsible for the operation and maintenance of the UST system at the facilities under their supervision.

Directors and Field Managers – Store and Truck Service Directors and Field Managers are responsible for evaluating the performance of Store General Managers and Truck Service General Managers at each facility.

Corporate Senior Vice President of Store Operations – The Environmental Director's performance will be monitored and evaluated by the Corporate Senior Vice President of Store Operations.

Cost Accounting and Invoicing

Purchase orders and invoices will be processed in the Company's accounting system, SAP, through submittals and approvals in Enfos or direct submittal/approval in SAP. Expenditures for which the Company intends to seek credit for implementing program elements which exceed the minimum UST laws will be tracked through the Company's accounting system. The Company anticipates that these expenditures will include the costs of the services of the Compliance Manager, the operation and maintenance of remote tank monitoring systems, remote notification of Veeder Root alarms, and implementation of the UST upgrade program described below.

Compliance Assurance

Alleged violations of UST laws are to be reported to the Compliance Manager or the Environmental Director. In addition, the Company maintains an employee telephone hotline that employees can use to report anonymously any suspected instances of unlawful or unethical conduct. Suspected instances of unlawful or unethical conduct can also be reported by email or through the Company website. The reporting procedures are outlined in the employee handbook provided to each employee. Any alleged instance of violations of UST laws at the California facilities will be investigated and resolved promptly by the Compliance Manager, and the results of the investigation and resolution will be submitted to the Environmental Director for appropriate action, if any further action is deemed necessary.

Reporting

The Compliance Manager will prepare a Status Report summarizing the TravelCenters Entities' implementation of and compliance with the terms of the Stipulation, any material changes to the

compliance program, and Notices of Violation ("NOV") issued to the TravelCenters Entities for the facilities covered by the Stipulation, any actions taken in response to such NOV, and any penalties paid by the TravelCenters Entities with respect to such NOV. Each Status Report shall contain a summary of, and include as attachments thereto, all annual monitoring system certifications, including monitoring panel printouts, secondary containment testing reports, tank lining inspection reports, cathodic protection testing reports, monthly Designated Operator inspection reports, and CUPA inspections performed at each facility in California. The Status Report will comply with the requirements of Paragraph 4.36 of the Stipulation entered in the Merced Action and will be submitted to the Water Board in accordance with the procedures set forth therein. The Status Report will be submitted to the Water Board in electronic format on a flash drive or CD/DVD.

UST Upgrade Program

The Company is evaluating whether to replace certain of its existing single-walled steel USTs in California with double-walled fiberglass USTs. Although the existing steel USTs comply with all current UST laws and the Company is not under any legal obligation to replace them, the Company believes that as a matter of good environmental stewardship it is appropriate to periodically review its policies, practices and operations to assess whether there are measures it can undertake voluntarily to reduce or minimize the potential current and future impact of its operations on the environment. If the Company determines after completing its evaluation that replacement of steel USTs is appropriate, it will inform the Water Board of its decision and identify the facilities at which it intends to install new USTs. All UST replacement work will be conducted in accordance with all applicable laws and regulations. Because the UST upgrades, if any, will exceed the current requirements of existing UST laws, the cost of the upgrades will qualify for Environmental Improvement Credit pursuant to Paragraph 5.4.a of the Stipulation entered in the Merced Action.

Attachment 1
California Travel Centers

VERSION 1.0
JANUARY 2014

TA/PETRO CALIFORNIA LOCATIONS

<u>Store Number</u>	<u>Travel Center</u>	<u>Location</u>
TA#026	Ontario East TravelCenter	San Bernardino County
TA#040	Corning TravelCenter	Tehama County
TA#041	Coachella TravelCenter	Riverside County
TA#057	Redding TravelCenter	Shasta County
TA#160	Buttonwillow TravelCenter	Kern County
TA#162	Ontario West TravelCenter	San Bernardino County
TA#163	Santa Nella TravelCenter	Merced County
TA#170	Livingston TravelCenter	Merced County
TA#227	Barstow TravelCenter	San Bernardino County
TA#239	Wheeler Ridge East TravelCenter	Kern County
Petro#309	Corning Stopping Center	Tehama County
Petro#327	Wheeler Ridge Stopping Center	Kern County
Petro#346	Santa Nella Stopping Center	Merced County

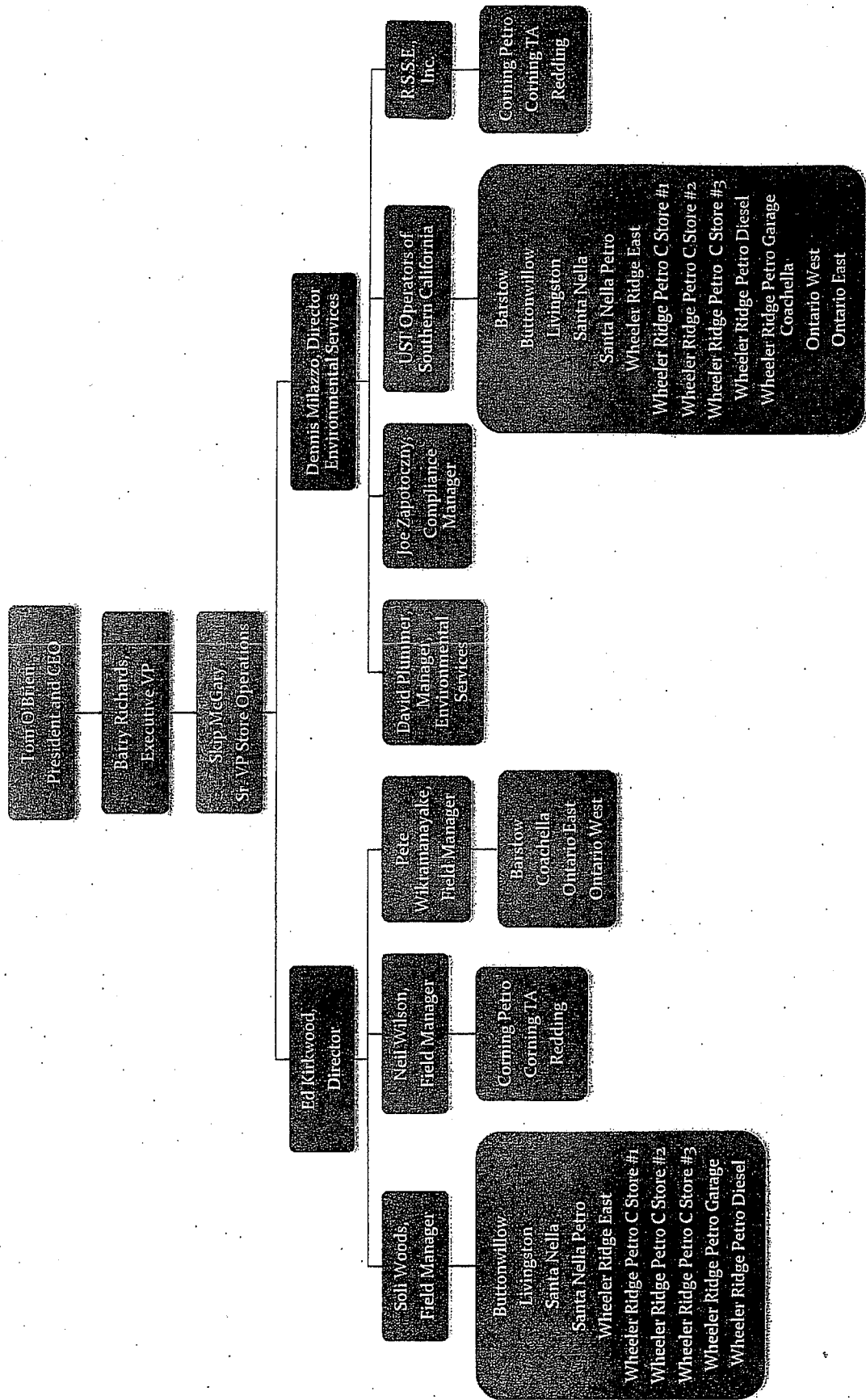
VERSION 1.0
JANUARY 2014

Attachment 2

Organizational Chart

VERSION 1.0
JANUARY 2014

TA Operating LLC Organization Chart



Attachment 3
Compliance Task List

VERSION 1.0
JANUARY 2014

Compliance Task List

1. Conduct monthly comprehensive site visits to all TA/Petro California locations to make sure they are keeping all logs, inspection reports, testing results, and other paperwork required by applicable UST laws.
2. Inspect sumps and dispenser pans for proper placement of sensors, make sure they are clean and free of debris or liquid, and ensure test boots are in the proper position.
3. Make sure sites are properly completing required daily checklists and are following up on any identified issues.
4. Fill out compliance checklists on each visit and share with Field Managers and Directors.
5. Conduct and track Designated UST Operator new and annual refresher training for store and shop employees.
6. Attend regulatory UST compliance inspection and testing.
7. Establish working relationships with regulators.
8. Prepare, maintain, and submit UST Monitoring and Response Plans, Designated UST Operator statements and Certificates of Financial Responsibility.
9. Coordinate and schedule all UST compliance testing and inspections to ensure all deadlines are met.
10. Review and follow up on any issues identified by Designated UST Operator or other contractor and direct and follow up on any repairs that are needed.
11. Supervise and direct any upgrades or repairs identified during regulatory UST inspections or testing.
12. Review weekly Veeder Root polling data and other testing records and be familiar with all the UST systems.
13. Prepare a Status Report summarizing the TravelCenters Entities' implementation of and compliance with the terms of the Stipulation, any material changes to the compliance program, and Notices of Violation ("NOV") issued to the TravelCenters Entities for the facilities covered by the Stipulation, any actions taken in response to such NOV, and any penalties paid by the TravelCenters Entities with respect to such NOV. Each Status Report shall contain a summary of, and include as attachments thereto, all annual monitoring system certifications, including monitoring panel printouts, secondary containment testing reports, tank lining inspection reports, cathodic protection testing reports, monthly Designated Operator inspection reports, and CUPA inspections performed at each facility in California. The Status Report will comply with the requirements of Paragraph 4.36 of the Stipulation entered in the Merced Action and will be submitted to the Water Board in accordance with the procedures set forth therein. The Status Report will be submitted to the Water Board in electronic format on a flash drive or CD/DVD.

VERSION 1.0
JANUARY 2014

Attachment 4
Maintenance Checklist

VERSION 1.0
JANUARY 2014

	Yes	No	Repeat?	Comments
Store and Diesel				
Gas/diesel daily compliance checklist completed				
Alarm log in place and filled out properly				
Is GM following up on compliance checklist				
Hazardous waste drums labeled and stored properly				
Veeder Root alarm logs inspected				
Designated operator training complete for all employees?				
Monthly environmental envelope is properly completed				
All environmental permits are posted and current				
Sumps and UDCs inspected for proper position of sensors				
Sumps and UDCs inspected for presence of liquid or debris				
All secondary containment boots inspected for proper positioning				
All test valves are open to allow for drainage into secondary containment				
Truck Service				
Shop daily compliance checklist is completed				
Alarm log in place and filled out properly				
Is GM following up on the compliance checklist				
Hazardous drums are labeled and stored properly				
Batteries and scrap parts stored properly				
ASTs in good condition				
Daily AST inspections being done				
Designated operator training is completed for all employees				
Monthly environmental permits are posted and current				
Shop floor clean and free of spills				
Sumps inspected for proper position of sensors				
Sumps inspected for presence of liquid and debris				
All secondary test boots inspected for proper positioning				
All test valves are open to allow for drainage into secondary containment				

Store GM Signature and Date: _____

Shop GM Signature and Date: _____

Compliance Manager Signature and Date: _____

Attachment 5
Veeder Root Inform.NET

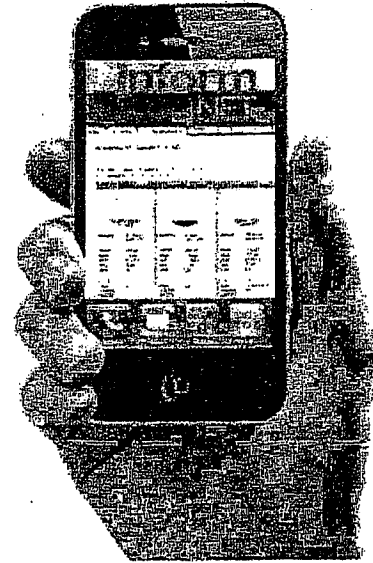
VERSION 1.0
JANUARY 2014

Connect Anywhere. From Any Device.

A powerful new generation of software from Veeder-Root, called Inform.NET, now allows you to communicate with your entire ATG network wherever you are from any Web-enabled device: mobile phone, pad, PC, or laptop.

Unlimited ATG Data & Reporting.

A true enterprise platform, Inform.NET connects an unlimited number of ATGs to an unlimited number of your key personnel worldwide. You'll find no better tool for gathering and reporting this critical gauge information—including tanks, lines, inventory, deliveries, BIR, and sensors. The software stores this data for anytime access and utilizes an advanced reporting engine for nearly unlimited customized report creation and automation. Site data is stored in a secure database and can be exported as a text, Excel or CSV file for on-demand use. You can send reports at any interval to key personnel who will act on this data to ensure your fuel business becomes more efficient and lucrative.



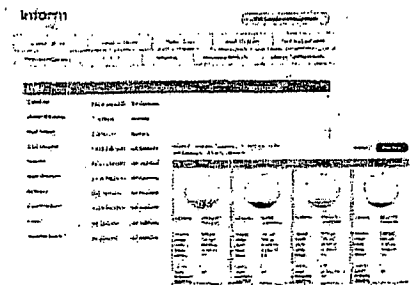
Inform
NET

Powerful Role-Based Functionality.

Inform.NET allows fuel managers, environmental directors, C-level executives, technicians—anyone you wish to grant access—visibility into your critical ATG network data. An administrator can be designated to manage users, roles, and privileges. "View-only" access provides basic visibility into inventory levels, alarms, and sensor data across all your locations. Both "poll now" and alarm "push" features ensure the right personnel receive the right information instantly. Your expert technicians can be set up as "power users" and given total gauge control. Every key staff member can have the right level of visibility and control to optimize your fuel operations.

Total ATG Control...Remotely.

With Inform.NET, you can program and configure gauges remotely from any Web-browser on any device. This means you'll have the same control of your ATGs from your smartphone as you would on site connecting to each gauge physically. This alone will save you thousands in on-site service expenses. You can create and apply parameter templates to one gauge, a group of gauges, or all ATGs in your network simultaneously. E-mail notifications let you know instantly when any gauge setting has been altered by someone in the field, affording the option to accept these changes or over-ride and reset to default parameters.



Connectivity Means Less Risk, More Profit.

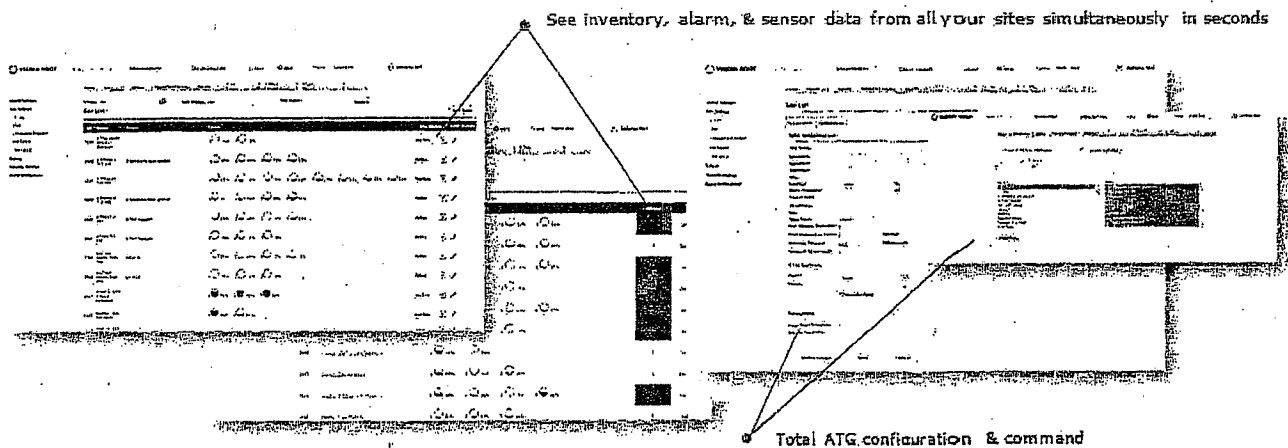
Inform.NET provides accurate, centralized data management of your ATG network. This improves the efficiency of data collection by allowing you to monitor data format and collection frequency. Key personnel can be set up to receive both instant email notifications and important daily reports, helping them optimize fuel levels and promptly resolve ATG alarms. This drastically mitigates your risks and improves overall profitability. The software is easy to use and requires minimal training. Everything from setup and data collection to site diagnosis and report generation is a mere mouse-click away.

Features

- **Web-based** – 24/7 access to tank gauge data
- **Unlimited polling** – instant access to inventory and alarm data anytime, anywhere
- **Unlimited devices** – ATG management from any Web-enabled device: phone, pad, laptop, PC
- **Total control** – total gauge command and configuration remotely just as if you were on site
- **Multi-user** – enterprise-class user management offers role-based visibility and security
- **Intuitive UI** – easy-to-use interface provides total gauge control from any location
- **Lightning fast** – multi-threaded architecture retrieves all inventory, alarm, and sensor data for unlimited number of ATGs simultaneously in seconds (500 sites in under 30 seconds)
- **Interactive chat** – technical users can converse with their ATGs via VR Serial Command Protocol
- **Flexible detection and restoration** – visibility and email alerts anytime ATG parameters altered; ability to reset to original configuration in just a click

Benefits

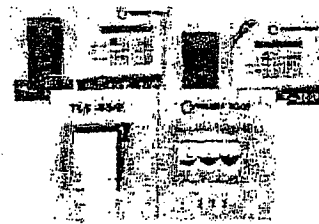
- Instant inventory polling reduces run-outs and haul-backs
- Prompt e-mail alarm notification and reporting establish good risk management practices
- Enterprise software ensures critical ATG data is never lost (can be restored remotely)
- Single-source visibility into current inventory and historical data helps you optimize fuel management
- Remote gauge troubleshooting and resolution saves you from having to dispatch technicians



Compatible ATGs

Inform.NET can communicate and command any gauge that supports Veeder-Root Serial Interface Protocol, including the following:

- Veeder-Root TLS-450
- Veeder-Root TLS-350 Series
- Veeder-Root TLS-300 Series Veeder-TLS-2 Series
- Veeder-Root Red Jacket ProLink
- INCON 504/1000/2000 Consoles
- EBW



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General Requirements: Server-Based Version

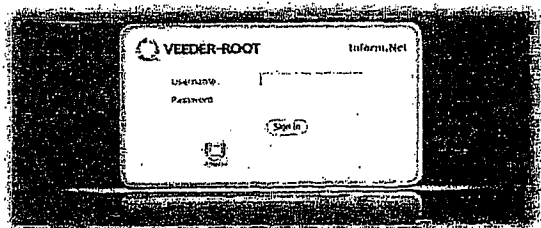
1. Minimum physical server hardware:
 - Physical CPU: 2 XEON-class dual core processors @2.0 GHz or greater; hyper-threading enabled
 - Cache: 1 MB L2 per core
 - Memory: 4 GB
 - Disk: 2 x 36 GB - VMware and multiple server configurations are not supported at this time
2. Server communication hardware:
 - Network Card: 100 Mbit NIC with access to ATG IP addresses
 - Modem: Recommend a 4 or 8 multi-port modem with PCI or PCI-express interface; number of modem ports driven by number of ATGs with modems and desired response time; Recommended that ATG with modems have a dedicated phone line
3. Full administrative permissions on server and SQL server
4. Appropriate Microsoft system software components:
 - Microsoft Windows Server 2008 or greater (Standard or Enterprise)
 - Microsoft SQL Server 2008 or greater, (Standard or Enterprise) with:
 - ✓ SSRS (SQL Server Reporting Services)
 - ✓ Default collation of SQL_Latin1_General_CP1_CI_AS
 - ✓ Configure Database mail and set-up SSRS for e-mail delivery (instruction found in readme.doc)
 - Microsoft Internet Information Services 7.0/7.5, with 6.0 compatibility components
 - Microsoft .NET Framework 4.0
 - End-user browser: IE7 or IE8

Pricing of Server-based Version

Number of Sites	Number of Users	Price
Up to 10 sites	Unlimited	\$2100
11-19 sites	Unlimited	\$210 per site
20-249 sites	Unlimited	\$184 per site
250-499 sites	Unlimited	\$158 per site
More than 500 sites	Unlimited	\$78,750

*prices above apply to North America in U.S. dollars only and are subject to change without notice

Prices above are a one-time fee for the software license. This price includes one year of maintenance. If you wish to renew the optional maintenance contract after the first year, which gives you free version and functionality updates, you may do so at a cost of 20% of the purchase price per year (after the first year of ownership). Visit the cost calculator at <http://Informnet.mytitan.net>



*Get started today with a free trial
and see what total control of your
ATG network can mean to your
business!*

For more information about Inform.NET, including a no-obligation WebEx demo or free trial, please contact Titan at (615) 372-6002 or by email at ROI@titancloud.com.

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DECLARATION OF SERVICE BY U.S. MAIL

Case Name: **People of the State of California v TA Operating LLC, et al**
Superior Court of California, County of Merced

Case No.: **CV001267**

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 **February 14, 2014**, I served the attached **STIPULATION FOR ENTRY OF FINAL CONSENT JUDGMENT AND PERMANENT INJUNCTION** by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Office of the Attorney General at 110 West A Street, Suite 1100, P.O. Box 85266, San Diego, CA 92186-5266, addressed as follows:

Jose R. Allen
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Ave.
Palo Alto, CA 94301
Attorney for Defendants

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 **February 14, 2014**, at San Diego, California.

Lynnell Bowen
Declarant

Lynnell Bowen

Signature