

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between the SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ("District") and ARAKELIAN ENTERPRISES, INC., a California corporation, doing business as ATHENS SERVICES ("Athens").

### Recitals

A. The District is a political subdivision of the State of California created by the legislature to exercise responsibility for comprehensive air pollution control within the area of the South Coast Air Basin, with its headquarters located at 21865 Copley Drive, Diamond Bar, California, 91765-0940;

B. Athens is a corporation which operates a solid waste facility ("Facility") at which trash and solid waste is sorted to extract recyclable materials with the remainder transferred into tractor trailers for delivery to solid waste disposal sites/landfills. The Facility is located at 14048 Valley Boulevard, located in an unincorporated area of Los Angeles County known as Avocado Heights, California 91746. The mailing address for the Facility is P.O. Box 60009, City of Industry, California 91716-0009;

C. Athens has been issued the Notices of Violations listed in Exhibit A to this Agreement (the "Listed NOV's") which is intended to be a comprehensive list of the NOV's issued to Athens through the Effective Date. It is the District's position that the aforesaid alleged violations would be subject to civil penalties pursuant to California Health and Safety Code Sections 42402, et seq. Athens disputes that the District could prove the alleged violations;

D. Athens filed its Petition for Variance, Case No. 5655-3, with the South Coast Air Quality Management District Hearing Board on March 26, 2008 (the "Rule 410 Variance Petition");

E. The District filed its Petition for Order of Abatement, Case No. 5655-4, against Athens with the South Coast Air Quality Management District Hearing Board on April 2, 2008 (the "Rule 410 Abatement Petition");

F. The District Hearing Board signed an Abatement Order for the District's Petition for Order of Abatement, Case No. 5655-2, against Athens on July 24, 2008 (the "Abatement Order");

G. Athens filed its Petition for Peremptory Writ, Case No. BS116043, against the SCAQMD Hearing Board and the Executive Officer of the District with the Los Angeles Superior Court on July 25, 2008 (the "Writ of Mandate"), which was denied;

H. The District filed its Complaint for Civil Penalties and Preliminary and Permanent Injunction (Case No. KC053685) against Athens in Los Angeles Superior Court, Pomona South Courthouse East District on August 21, 2008 (the "Civil Complaint");

I. The Listed NOVs, the Rule 410 Abatement Petition, the Abatement Order, the alleged Rule 402 and Health & Safety Code 41700 violations, and the Civil Complaint, if proved and/or confirmed on appeal, could subject Athens to civil penalties pursuant to California Health and Safety Code Sections 42402, et seq.;

J. In order to avoid the cost and uncertainty of litigation, both parties enter into this Agreement with the intention of settling all facts, issues and legal disputes related to, arising out of, or in connection with the Listed NOVs, the Rule 410 Variance Petition, the Rule 410 Abatement Petition, the Abatement Order, the alleged Rule 402 and Health & Safety Code 41700 violations, the Writ of Mandate, the Civil Complaint, and the factual circumstances related thereto, on the terms and conditions set forth herein;

The parties agree as follows:

#### Agreement

1. **Scope.** This Agreement is global in nature and resolves all administrative and civil fines, penalties and liabilities based upon the Listed NOVs, the Rule 410 Variance Petition, the Rule 410 Abatement Petition, the Abatement Order, the alleged Rule 402 and Health & Safety Code 41700 violations, the Writ of Mandate, and the Civil Complaint, as defined in this Agreement, for the past actions of the operator of the Facility listed above. The parties have agreed to resolve the following disputes (which may or may not have been the subject of a notice of violation) on the terms and conditions contained herein:
  - a) The Listed NOVs
  - b) The Rule 410 Variance Petition
  - c) The Rule 410 Abatement Petition
  - d) The Abatement Order
  - e) All alleged Rule 402 and Health & Safety Code 41700 violations through the Effective Date
  - f) The Writ of Mandate
  - g) The Civil Complaint
  - h) The conditions of the permits to construct and operate the Facility issued January 2009

No other disputes or violations are resolved by this Agreement and nothing in this Agreement shall prevent the District and Athens from exercising all legal and administrative rights and remedies, including, without limitation, actions brought to reduce throughput limitations, Rule 410 compliance after the required date of the installation of the capital improvements referenced in Section 4 (a) and (b), conditions to Athens' permits, as well as pursuing all reasonably necessary legal and enforcement actions and remedies, including orders for abatement, permit amendments, injunctions and other legal avenues, if Athens is alleged to be in violation of any District Rule or Regulation based upon acts or omissions occurring after the Effective Date, unless expressly provided herein.

2. **Performance and Release.** Subject to the complete and timely performance of the obligations agreed to by the parties to this Agreement, the District and Athens hereby mutually release each other from any and all administrative and civil penalty liability and injunctive relief for those disputes referenced in Section 1 and arising from the incidents which gave rise to the Listed NOVs, the Rule 410 Variance Petition, the Rule 410 Abatement Petition, the Abatement Order, the alleged Rule 402 and Health & Safety Code 41700 violations, the Writ of Mandate, the Civil Complaint, the conditions of the permits to construct and operate the Facility issued January 2009, and all underlying factual circumstances. This release specifically includes all alleged Rule 402 and Health & Safety Code 41700 violations that were or could have been included in the Civil Complaint or any that could be alleged up to the Effective Date.
3. **Effective Date.** Upon execution by the parties, the effective date of this Agreement shall be January 27, 2009 ("Effective Date").
4. **Further Odor Control Measures.** Athens will make the following capital expenditures totaling at least \$750,000 on further odor control measures, including Rule 410 compliance, as follows:
  - a) East Tunnel Enclosure with Automatic Door. Athens will construct an enclosure on the East Tunnel to the Facility which will include an automatic door to reduce the escape of odor. The door will be "anti-synchronized" so that only one of the two tunnel doors can be open at one time. Athens has already received a permit to construct from the District and from the County of Los Angeles Planning Department and the Building Department for this enclosure. This project will be constructed within four (4) months of receiving all required County, District or other applicable governmental approvals. Athens represents that total construction costs are expected to be \$300,000 to \$400,000.
  - b) Transfer Trailer Enclosure. Athens will construct an enclosure for the transfer trailers on the East side of the Facility to minimize the potential for the escape of odor. This project will be constructed within four (4) months of receiving all required County, District or other applicable governmental approvals. Athens represents that total construction costs are expected to be \$150,000 to \$200,000. Athens has already received a permit to construct from the District and from the

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County of Los Angeles Planning Department, and has applied for but not yet received approval from the Building Department for this enclosure.

- c) Plastic Bale Storage Building. Athens will apply for any applicable permits to construct from the District and all required applicable regulatory authorities, including Los Angeles County, no later than February 27, 2009 to modify a 3500 square foot two-story storage building that is used for the storage of plastic bales. This building will be equipped with an odor control system consisting of induced air and a carbon filter similar in design to the system used in the Facility and shall be operated for a minimum period of at least five years in compliance with applicable District permit conditions and shall not be removed or relocated without District approval or amendment of permit condition. This building and control system will be completed within six (6) months of receiving any applicable County, District or other governmental approval, and no later than October 15, 2009. Total capital costs are expected by Athens to be \$250,000 to \$300,000.
5. **Credit for Capital Expenditures**. The District will agree to credit Athens \$400,000 against the total penalty specified in section 9 below for the capital expenditures listed in Section 4. above.
  6. **Throughput**. Athens and the District agree to the following throughput limitations:
    - a) Athens will maintain the existing throughput levels at 14,142 tons per week (13,225 total tons for Monday through Friday, with a 3,000 tons per day cap on Monday through Friday and 882 tons daily cap on Saturday and 35 tons daily cap on Sunday) through January 28, 2009.
    - b) After January 28, 2009 and until the completion and operation in compliance with District permit conditions as required by Section 6(g) of this Agreement of the East Tunnel Enclosure/Automatic Door and the Transfer Trailer Enclosure, Athens will limit its throughput to 15,500 tons total from Monday through Friday, with a daily cap of 3,250 tons per day along with the Saturday and Sunday daily throughput caps of 1,000 and 50 tons, respectively.
    - c) After the completion and operation in compliance with District permit conditions as required by Section 6(g) of this Agreement of the East Tunnel Enclosure/Automatic Door and the Transfer Trailer Enclosure, Athens will, until the Plastic Bale Storage Building is completed, limit its throughput to 16,750 tons total for Monday through Friday with a daily cap of 3,500 tons per day, along with the Saturday and Sunday daily throughput caps of 1,250 and 75 tons, respectively.
    - d) Upon completion of construction and operation in compliance with District permit conditions as required Section 6(g) of this Agreement of the East Tunnel Enclosure/Automatic Door, the Transfer Trailer Enclosure and the Plastic Bale Storage Building, Athens will limit its throughput to 20,000 tons total for Monday

through Friday, with a 4,000 tons per day daily cap along with the Saturday and Sunday daily caps of 1,500 and 100 tons, respectively.

- e) In the event that the maximum daily throughput limits for the Facility specified in the Los Angeles County Department of Regional Planning Conditional Use Permit (CUP) No. 97-060-(1) are increased above the levels specified in Section 6(d) above, Athens may apply for a change of permit condition with the District for a throughput increase, and the District will reasonably consider approving such throughput increase.
  - f) At any time after January 28, 2009, on weeks with holidays when Athens and other trash facilities do not pick up trash on a holiday and therefore receive larger loads and adjust their pickup schedules following the holiday, Athens may increase throughput to the daily maximum throughput then in effect on Monday through Friday for the Saturday following the holiday, provided the Facility is adequately staffed on that Saturday.
  - g) Within 24 hours of completion of the installation of each of the improvements referenced in Section 4., Athens shall notify Ed Pupka, Senior Enforcement Manager at the District at 909-396-3332 or by fax at 909-396-3817. The District shall, within seven (7) calendar days of such notice, inform Athens whether the installation/construction is complete with respect to the permits to construct. The District shall issue an approval or oral or written notice of any non-compliance and required remedial measures within seven (7) calendar days of receiving such notice of completion from Athens. In the event that the District fails to issue an approval or oral or written notice of any non-compliance within seven calendar days of receiving notice of completion from Athens, Athens may increase the incoming solid waste throughput to the next tonnage limit level as specified in this Agreement.
  - h) Within 30 days of the Effective Date, Athens will apply to the District for a change of permit condition and pay all applicable fees to incorporate the throughput requirements of this Section 6. into all applicable permits.
7. **Rollback.** In order to protect the interests of the community and to provide certainty to Athens in its business operations and contractual obligations, Athens and the District agree to the following rollback provision:
- a) If, at any time after the Effective Date, Athens receives two (2) Notices of Violation for violation of AQMD Rule 402 or California Health & Safety Code 41700 within any consecutive 60-day period, Athens shall reduce its throughput to 3,000 tons per day for a period of 90 consecutive days. During this 90-day period, Athens shall take steps to identify the source(s) of the odors causing the alleged Rule 402 and Health & Safety Code 41700 and implement reasonable mitigation measures to prevent future odor occurrences.

- b) Immediately following the end of the 90-day period after which the last Notice of Violation which triggered Section 7(a) was issued, if no additional Notices of Violation have been issued for violation of AQMD Rule 402 or Health & Safety Code 41700, Athens may increase its throughput limit to the then current throughput limit authorized by this Agreement.
- c) After Athens has operated the Facility for a period of two years from the date of the completion of the Plastic Bale Storage Building, Athens may request and the District shall reasonably consider the removal of the rollback provision from the permit, recognizing that there is no guarantee that the rollback provision will be removed.
- d) Within 30 days of the Effective Date, Athens will apply to the District for a change of permit condition and pay all applicable fees to incorporate the rollback requirements of this Section 7. into all applicable permits.

8. **Abatement Order.** The District and Athens will stipulate that the Abatement Order will be extended from January 28, 2009 consistent with throughput limitations in Section 6, and rollback provisions in Section 7, and shall run to the date when the East Tunnel Enclosure with Automatic Door and the Transfer Trailer Enclosure are completed and approved pursuant to Section 6(g). The Abatement Order shall not terminate until the permit conditions referenced in Sections 6, and 7, are incorporated into the Facility permits and Athens has waived appeal or the thirty (30) day appeal period has expired.

9. **Civil Penalty and Penalty Credit.** In addition to the ongoing odor mitigation measures taken to date, which Athens will maintain, as a compromise and for the settlement of the Listed NOVs, the Rule 410 Variance Petition, the Rule 410 Abatement Petition, the Abatement Order, the alleged Rule 402 and Health & Safety Code 41700 violations, the Writ of Mandate, the conditions of the permits to construct and operate the Facility issued January 2009 and the Civil Complaint, referenced above, Athens agrees to pay the District a civil penalty in the sum of \$1,300,000. In return for this agreement and payment of civil penalties, the District will dismiss with prejudice all claims brought in the Complaint (No. KC053685) recently filed and provide Athens a release from all alleged violations that could have been included in the complaint up to the date of the signing of the settlement. The \$1,300,000 penalty will be apportioned as follows and Athens will provide the documentation to the District of these expenditures:

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- a) \$900,000 -- with the first \$300,000 payable within 10 days of the Effective Date, -- 2/6/09  
the next \$300,000 payable on the one-year anniversary of the Effective Date and -- 1/27/10  
the final \$300,000 payable on the two-year anniversary of the Effective Date. -- 1/27/11
- b) In the event that Athens fails to make a timely payment in accordance with the schedule outlined above, or to timely complete the East Tunnel Enclosure with Automatic Door, Transfer Trailer Enclosure, or the Plastic Bale Storage building in accordance with the schedule in Section 4, above, Athens shall make an additional payment to the District of \$100,000 for any missed payment, and \$200,000 for failure to timely complete any one of the improvements. Such

payments shall be made within thirty (30) days of the missed deadline and shall not relieve Athens of the obligation to complete all improvements.

- c) \$450,000 of this civil penalty payment referenced above, would be considered by both parties to be a reimbursement for the District's costs.
  - d) \$400,000 of the total civil penalty will be credited towards costs incurred by Athens associated with the capital expenditures outlined in Section 4. above. Athens will supply invoices for these capital improvements upon request of the District.
10. **Dismissal of Civil Complaint.** Upon receipt of the first penalty payment of \$300,000 on or before the 10<sup>th</sup> day following the Effective Date, the District will execute and file a Request for Dismissal with prejudice of Civil Complaint (No. KC053685) with the Court, and will promptly file any additional documents or materials the Court may require to effectuate dismissal of the action. The form of this Request for Dismissal with prejudice, which has previously been agreed upon by the parties, is attached as Exhibit B.
  11. **Petition for Writ of Mandate.** Athens agrees that it will not appeal the judgment in connection with its petition for Writ of Mandate (Case No. BS116043), and both parties agree that they will not file any further motions or requests with Court in this matter. This includes, without limitation, any cost memorandum filing by the District or any request for reheating or reconsideration by Athens.
  12. **Dismissal of Rule 410 Proceedings.** Within 10 days of receipt of the first penalty payment of \$300,000, the District will dismiss its Petition for an Order of Abatement, Case No. 5655-4 and Athens will dismiss its Petition for a Variance, Case No. 5655-3.
  13. **Vehicles.** Athens representatives will within 30 days of the Effective Date meet and confer with the District (Henry Hogo) concerning the Athens fleet and potential air quality upgrades to that fleet of trash and transfer trucks. This provision is not intended to impose any additional obligation on Athens, other than those already required by law.
  14. **Statement of Completion.** Within 30 days of the completion of each capital project required by Section 4., Athens shall submit to the District a "Statement of Completion", signed by the highest ranking officer of the corporation, that each capital project required by Section 4. of this Agreement has been completed and is operational.
  15. **No Admission of Liability.** This settlement, including this Agreement itself and each and every term and condition contained herein, will not be deemed, and shall not be treated as an admission as to any fact or issue arising out of or forming the basis for the issuance of the Listed NOVs, the Abatement Order, Writ of Mandate, any alleged Rule 402 and Health & Safety Code 41700 violations, the Rule 410 Abatement Petition, the Rule 410 Variance Petition, or the Civil Complaint or an admission of liability as to any federal, state, county, and/or District statute, law, rule, or other form of regulation, or any other now or later raised District claim, whether for an administrative or civil penalty or other relief, which is asserted or could have been asserted arising out of or forming the basis for the issuance of the Listed NOVs, the Abatement Order, Writ of Mandate, any

alleged Rule 402 and Health & Safety Code 41700 violations, the Rule 410 Abatement Petition, the Rule 410 Variance Petition, or the Civil Complaint. In addition to, and not in substitute of, the preceding sentence, this Agreement is a compromise of the above-mentioned disputed claims and shall never be treated as an admission of liability or wrongdoing by either party for any purpose. Furthermore, none of the facts or events that have occurred prior to this settlement and that are the subject of this settlement, including those factual circumstances relating to the Listed NOVs, the Civil Complaint, the Writ of Mandate, the Abatement Order, and alleged Rule 402 and Health & Safety Code 41700 violations, the Rule 410 Abatement Petition, the Rule 410 Variance Petition shall be used by the District to prosecute future alleged violations of any kind by Athens, save and except that the District reserves the right to present evidence of the alleged violations in any administrative or judicial proceeding.

16. **Failure to Perform.** In the event that Athens fails to make payment of the civil penalties, any additional penalty payments or complete the capital projects specified herein, the District shall have the right to commence and prosecute litigation and to seek all appropriate relief, including civil and criminal penalties to the maximum extent allowable under the law or specific performance of the Agreement in addition to damages.
17. **Warranty of Authority.** Each of the parties hereto represents and warrants that it has the full power and authority to enter into this Agreement.
18. **Successors and Assigns.** The provisions of this Agreement shall be deemed to obligate, extend to, and inure to the benefit of the parties hereto, and the legal successors, assigns, transferees, grantees, and heirs of each party hereto, including those who may assume any or all of the above-described capacity subsequent to the execution and effective date of this Agreement.
19. **Enforceability.** Nothing herein shall be deemed to limit or preclude the right of the District to seek civil or criminal penalties, injunctive or any other legal or administrative relief allowed by law for any other violations of District rule or any other applicable regulations or law or to seek any relief including a reduction in throughput.
20. **Execution by the Parties.** The District and Athens hereby execute this Agreement by their authorized representatives. The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument. For purposes of this provision, a facsimile signature shall be deemed to be the equivalent of an original signature, and shall be effective to bind a Party hereto.
21. **Modification and Termination.** This Agreement may only be modified by written Agreement by the parties. This Agreement shall terminate one (1) month after the date that all capital improvements are completed and approved pursuant to Section 6(g) and all penalty payments made, but in no event less than one (1) year and save and except for the rights and obligations of the parties under Sections 2 (Mutual Release), 4(c) (Baling



Building), 6(e) and (f) (Change in Throughput Permit Condition, Saturday Operation), 7 (Relief from Rollback), 15 (No Admission of Liability) and 19 (Enforceability).

22. **Conditional Use Permit.** For purposes of Permit Condition 3 (excerpted below), Athens represents that the relevant operating conditions are referenced in the Conditional Use Permit ("CUP") ultimately approved by Los Angeles County, CASE NO. 97-060-(1), 14048 and 14150 Valley Boulevard, Avocado Heights, dated September 29, 2005. In Section 11.0, the Mitigation Monitoring Program (MMP), the CUP identifies these mitigation measures. The mitigation measures applicable under Condition No. 3 are those identified within the MMP in Section 5.3 - Air Quality, starting on page 11.0-6. The applicable conditions are 5.3-1 to 5.3-15 plus 5.3-17 (there is no 5.3-16.).

Permit Condition 3: OPERATOR SHALL COMPLY WITH ALL APPLICABLE MITIGATION MEASURES STIPULATED IN THE STATEMENT OF FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS WHICH ARE PART OF THE CERTIFIED FACILITIES MASTER PLANS PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THIS FACILITY.

23. **Circumstances Outside Control of Athens.** The parties recognize that the construction of the capital projects set forth in Section 4. above, and the related deadlines, are potentially subject to circumstances beyond the control of Athens, including but not limited to, third party approvals, permits and authorizations, labor disputes, unavailability of construction materials, war, terrorism, and Acts of God. If any circumstances beyond the control of Athens occur that may delay the performance of any obligation under this Agreement, Athens shall promptly notify the District in writing of such circumstances and a description of the reasons for the delay. Athens shall exercise best efforts to take all actions to prevent or minimize any delay caused by circumstances beyond its control, but in the event a delay will occur as a result of any of the events, or types of events, enumerated above, then the parties agree, to the extent necessary, to develop a revised

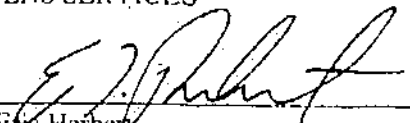
schedule and modify this Agreement accordingly. Any extension of the Agreement shall not exceed the time delay created by the circumstances beyond the control of Athens.

- 23. **Other Applicable Fees.** This is a settlement of civil penalties assessed pursuant to California H & S Code 42402 et seq. Nothing in this Agreement shall be construed to waive or limit: (a) any fees assessed pursuant to District Regulation III or (b) any RECLAIM allocation reduction that is imposed pursuant to District Regulation XX.

SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT

ARAKELIAN ENTERPRISES, INC., a  
California corporation, doing business as  
ATHENS SERVICES

By: \_\_\_\_\_  
Kurt Wiese  
General Counsel

By:   
Eric Herbert  
President

Date: January 27, 2009

Date: January 27, 2009

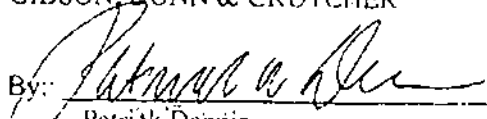
APPROVED AS TO FORM BY:  
On behalf of the District:

APPROVED AS TO FORM BY:  
On behalf of ATHENS

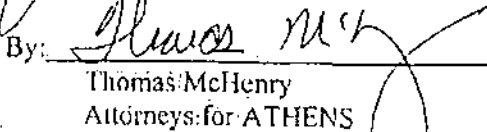
SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT

GIBSON, DUNN & CRUTCHER

By: \_\_\_\_\_  
Carol Engelhardt  
Senior Deputy District Prosecutor

By:   
Patrick Dennis

Date: January 27, 2009


By:   
Thomas McHenry  
Attorneys for ATHENS

Date: January 27, 2009

schedule and modify this Agreement accordingly. Any extension of the Agreement shall not exceed the time delay created by the circumstances beyond the control of Athens.

24. **Other Applicable Fees.** This is a settlement of civil penalties assessed pursuant to California H & S Code 42402 et seq. Nothing in this Agreement shall be construed to waive or limit: (a) any fees assessed pursuant to District Regulation III or (b) any RECLAIM allocation reduction that is imposed pursuant to District Regulation XX.


SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT

By:   
Kurt Wiese  
General Counsel

Date: January 27, 2009

APPROVED AS TO FORM BY:  
On behalf of the District:

SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT

By:   
Carol Engelhardt  
Senior Deputy District Prosecutor

Date: January 27, 2009

ARAKELIAN ENTERPRISES, INC., a  
California corporation, doing business as  
ATHENS SERVICES

By: \_\_\_\_\_  
Eric Herbert  
President

Date: January 27, 2009

APPROVED AS TO FORM BY:  
On behalf of ATHENS

GIBSON, DUNN & CRUTCHER

By: \_\_\_\_\_  
Patrick Dennis

By: \_\_\_\_\_  
Thomas McHenry  
Attorneys for ATHENS

Date: January 27, 2009

**Exhibit A**  
**Notices of Violation**

**Exhibit B -- Form of Dismissal with Prejudice of the Civil Complaint**

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**Exhibit A  
NOTICES OF VIOLATION**

<b>Notice of Violation</b>	<b>Violation Date</b>	<b>Date Issued</b>
P-33526	October 26, 2004	November 17, 2004
P-33529	October 14, 2005	November 22, 2005
P-35003	March 8, 2004	April 1, 2004
P-35016	January 15, 2005	February 17, 2005
P-35017	January 16, 2005	February 17, 2005
P-35018	February 2, 2005	February 17, 2005
P-35020	April 1, 2005	April 6, 2005
P-35035	April 20, 2006	April 21, 2006
P-35043	November 7, 2006	November 9, 2006
P-35044	November 20, 2006	November 20, 2006
P-36142	November 12, 2004	November 16, 2004
P-36143	November 15, 2004	November 16, 2004
P-36144	December 10, 2004	January 5, 2005
P-36149	March 29, 2005	April 6, 2005
P-36232	May 9, 2003	May 30, 2003
P-43136	December 9, 2004	December 9, 2004
P-46100	October 13, 2005	October 25, 2005
P-46101	October 31, 2005	November 22, 2005
P-46102	November 1, 2005	November 22, 2005
P-47579	May 9, 2007	May 10, 2007
P-47585	January 29, 2008	January 31, 2008
P-47804	November 8, 2005	November 8, 2005
P-51504	March 31, 2007	September 11, 2007
P-51505	September 26, 2007	September 28, 2007
P-51506	October 8, 2007	October 16, 2007
P-51507	November 13, 2007	November 16, 2007
NC C-82447	April 27, 2006	April 27, 2006
NC C-97227	April 20, 2005	April 20, 2005
NC D-09257	June 5, 2007	June 5, 2007
D-03692	March 7, 2006	May 11, 2006
D-06613	November 30, 2006	December 7, 2006
D-06614	December 7, 2006	December 21, 2006
D-09282	August 29, 2007	September 11, 2007
D-09292	April 8, 2008	October 16, 2008
D-09999	September 20, 2007	October 30, 2007
D-10104	May 9, 2007	January 29, 2008
D-15313	January 4, 2008	January 4, 2008
L-07321	March 14, 1991	May 9, 1991
Z-38857	December 13, 1988	December 13, 1988

**Exhibit B -- Form of Dismissal with Prejudice of the Civil Complaint**

100593093\_1.DOC

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Carol Engelhardt South Coast Air Quality Management District 21865 Copley Drive Diamond Bar, CA 91765-0940	TELEPHONE NO. (909) 396-3400	FOR COURT USE ONLY
ATTORNEY FOR (Name) Plaintiff, State Of California Ex Rel. South Coast, etc.		
Insert name of court and name of judicial district and branch court, if any Superior Court of California, County of Los Angeles, Pomona South Courthouse East District		
PLAINTIFF/PETITIONER State Of California Ex Rel. South Coast, etc.		
DEFENDANT/RESPONDENT: Athens Disposal Company, Inc., etc., et al.		
<b>REQUEST FOR DISMISSAL</b> <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain Complaint for Civil Penalties and Preliminary and <input checked="" type="checkbox"/> Other (specify): Permanent Injunction		CASE NUMBER KC053685
- A conformed copy will not be returned by the clerk unless a method of return is provided with the document. -		

1. TO THE CLERK: Please dismiss this action as follows:

- a. (1)  With prejudice (2)  Without prejudice
- b. (1)  Complaint (2)  Petition
- (3)  Cross-complaint filed by (name):
- (4)  Cross-complaint filed by (name):
- (5)  Entire action of all parties and all causes of action
- (6)  Other (specify):\*

on (date):  
on (date):

Date: January 23, 2009

Carol Engelhardt

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

(SIGNATURE)

\*If dismissal requested is of specified parties only or of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:  
 Plaintiff/Petitioner  Defendant/Respondent  
 Cross-complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*

Date:

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

(SIGNATURE)

\*\* If a cross-complaint or Response (Family Law) seeking affirmative relief is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:  
 Plaintiff/Petitioner  Defendant/Respondent  
 Cross-complainant

(To be completed by clerk)

- 3.  Dismissal entered as requested on (date):
- 4.  Dismissal entered on (date): as to only (name):
- 5.  Dismissal not entered as requested for the following reasons (specify):
- 6.  a. Attorney or party without attorney notified on (date):
- b. Attorney or party without attorney not notified. Filing party failed to provide  a copy to conformed  means to return conformed copy

Date: \_\_\_\_\_ Clerk, by \_\_\_\_\_ Deputy