SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is entered into between the STATE OF CALIFORNIA AIR RESOURCES BOARD (hereinafter "ARB") 1001 I Street, Sacramento, California 95814, and DE LA GARZA TRUCKING (hereinafter "DE LA GARZA"), 13900 South H Street, Bakersfield, California 93313.

I. RECITALS

California Health and Safety Code section 44011.6 (HSC § 44011.6) established the Heavy-Duty Vehicle Inspection Program (HDVIP). It authorizes ARB to inspect on-road heavy-duty vehicles for excessive smoke emissions and engine tampering and to issue citations accordingly. The program also requires the vehicle owner to repair its engines that exceed the prescribed ARB smoke opacity standards, perform a post-repair opacity test, and submit proof of repairs and any assessed penalties under the regulations of the HDVIP, chapter 3.5, California Code of Regulations, title 13, sections 2180-2188 (13 CCR §§ 2180-2188).

- (1) HSC § 43701 provides that ARB shall adopt regulations that require owners or operators of heavy-duty diesel motor vehicles to perform regular inspections of their vehicles for excessive smoke emissions.
- (2) 13 CCR § 2190 *et seq*. were adopted under the authority of HSC § 43701 and, with limited exceptions, which are not applicable here, apply to all heavy-duty diesel powered vehicles with gross vehicle weight ratings greater than 6,000 pounds that operate on the streets or highways within the State of California.
- (3) 13 CCR § 2190 et seq. authorize the Periodic Smoke Inspection Program (PSIP) which requires the owners and operators of California based vehicle fleets of two or more heavy-duty diesel motor vehicles with gross vehicle weight ratings greater than 6,000 pounds that operate on the streets or highways within the State of California to conduct annual smoke opacity inspections of their vehicles equipped with engines that are four years old or older.
- (4) 13 CCR § 2192(a) requires inter alia that the owner of the vehicle "[t]est the vehicle for excessive smoke emissions periodically according to the inspection intervals specified in section 2193(a), (b), and (c)", "[m]easure the smoke emissions for each test...", "[r]ecord the smoke test opacity levels and other required test information as specified in section 2194..." and "[k]eep the records specified in section 2194 for two years after the date of inspection."
- (5) HSC § 43016 states, "Any person who violates any provision of this part, or any order, rule, or regulation of the state board adopted pursuant to this part, and for which there is not provided in this part any other specific civil penalty or fine, shall

be subject to a civil penalty of not to exceed five hundred dollars (\$500.00) per vehicle."

- (6) ARB considers testing, measuring, recording, and recordkeeping to be critical components in reducing excessive smoke emissions from these heavy-duty vehicles.
- (7) 13 CCR § 2183(c) states that "No 1974 or newer diesel powered heavy-duty commercial vehicle shall operate in California without evidence that, at the time of manufacture, the installed engine met emission standards at least as stringent as applicable federal emission standards for the model year of the engine". ARB shall base its determination on whether an engine meets the above requirements by inspecting the Emission Control Label (ECL) affixed to the vehicle's engine.
- (8) DE LA GARZA has 1 outstanding citation, as noted in the table below:

Citation Number	Violation Type	Issue Date	Penalty
TRU060816001RB	TRU	060816	\$1,800.00

- (9) HSC §§ 39650-39675 mandate the reduction of the emissions of substances that have been determined to be toxic air contaminants. In 1998, following an exhaustive ten-year scientific assessment process, ARB identified particulate matter (PM) from diesel-fueled engines as a toxic air contaminant. In-use onroad diesel vehicles are powered by diesel fueled engines that emit toxic PM. On-road vehicles are controlled under the Truck and Bus regulation, as codified in 13 CCR § 2025.
- (10) 13 CCR § 2025(e)(5) states: "All fleets may utilize the credit provisions of 13 CCR §2025(j), the provisions of agricultural vehicles and log trucks of 13 CCR § 2025(m), the provisions for construction trucks, vehicles operating exclusively in the NOx exempt areas, or any of the other extensions, delays, and exemptions of 13 CCR § 2025(p)."
- (11) 13 CCR § 2025(m)(13) requires that fleet owners utilizing the agricultural provisions of 13 CCR § 2025(m) must permanently affix or paint an identification label on each vehicle containing the letters "AG" and according to the specifications provided in 13 CCR § 2025(m)(13).
- (12) Failure to comply with the requirements of 13 CCR § 2025 is a violation of state law resulting in penalties. HSC §§ 39674(a) and (b) authorize civil penalties for the violation of the programs for the regulation of toxic air contaminants not to exceed one thousand dollars (\$1,000) or ten thousand dollars (\$10,000), respectively, for each day in which the violation occurs.

SETTLEMENT AGREE __NT AND RELEASE ARB and DE LA GARZA TRUCKING Page 3 of 13

- (13) DE LA GARZA has elected to utilize the agricultural fleet provisions provided for in 13 CCR § 2025(m).
- (14) ARB has documented that DE LA GARZA failed to meet the mileage requirements on 18 vehicles containing the letters "AG" and according to the specifications provided in 13 CCR § 2025(m)(1).
- (15) HSC §§ 39650-39675 mandate the reduction of the emissions of substances that have been determined to be toxic air contaminants. In 1998, following an exhaustive 10-year scientific assessment process, ARB identified particulate matter (PM) from diesel-fueled engines as a toxic air contaminant. Transport Refrigeration Units (TRU) are powered by diesel fueled engines that emit this toxic PM. TRUs are regulated under the Airborne Toxic Control Measure for In-Use Diesel-Fueled Transport Refrigeration Units and TRU Generator Sets, and Facilities Where TRUs Operate (TRU ATCM) as codified in 13 CCR § 2477.1 through 2477.21.
- (16) 13 CCR § 2477.5(a) provides that no owner/operator shall operate a TRU or TRU generator (gen) set in California unless it meets in-use performance standards established in § 2477.5.
- (17) 13 CCR § 2477.5(e) requires that owner/operators of all California-based TRUs and TRU gen sets subject to this regulation shall apply for an ARB Identification Number (IDN) for all California-based TRUs or TRU gen sets operated by the operator by submitting an application to ARB.
- (18) 13 CCR § 2477.5(e)(1)(F) requires that within 30 days of receipt of the ARBissued IDN, owners/operators of California-based TRUs and TRU gen sets permanently affix or paint the IDN to both sides of the TRU chassis housing.
- (19) 13 CCR § 2477.6(a) requires all operators to submit an Operator Report to ARB which includes TRU and TRU gen set inventory information for each TRU and TRU gen set based in California that is owned or leased by the operator.
- (20) ARB Enforcement Division has documented that DE LA GARZA failed to bring nine (9) TRUs it operates in California into compliance with the in-use performance standards before the deadlines set forth in the regulation.
- (21) Failure to bring the TRU fleet in compliance with applicable in-use performance standards, failure to apply for and affix ARB IDNs and failure to submit an operator report are violations of state law resulting in penalties. HSC § 39674 authorizes civil penalties of up to ten thousand dollars (\$10,000) for each day that the violation occurs.

SETTLEMENT AGREE __NT AND RELEASE ARB and DE LA GARZA TRUCKING Page 4 of 13

- (22) In order to resolve these alleged violations, DE LA GARZA has taken, or agreed to take, the actions enumerated below under "RELEASE". Further, ARB accepts this Agreement in termination and settlement of this matter.
- (23) In consideration of the foregoing, and of the promises and facts set forth herein, the parties desire to settle and resolve all claims, disputes, and obligations relating to the above-listed violations, and voluntarily agree to resolve this matter by means of this Agreement. Specifically, ARB and DE LA GARZA agree as follows:

II. TERMS AND RELEASE

In consideration of ARB not filing a legal action against DE LA GARZA for the alleged violations referred to above, and DE LA GARZA's payment of the penalties set forth in Section 1 below, ARB and DE LA GARZA agree as follows:

(1) Upon execution of this Agreement, the sum of twenty-eight thousand, eight hundred dollars (\$28,800.00) shall be paid on behalf of DE LA GARZA no later than September 1, 2017. Payment shall be made in four payments as described below, beginning on **September 1, 2017**.

Payment Due Date:	In the Amo	unt of and Payable to:
September 1, 2017	\$7,200.00	the Air Pollution Control Fund
October 2, 2017	\$7,200.00	the Air Pollution Control Fund
November 1, 2017	\$7,200.00	the Air Pollution Control Fund
December 1, 2017	\$7,200.00	the Air Pollution Control Fund

Please send the signed Settlement Agreement and any future mailings or documents required per the terms of this Settlement Agreement to:

Mr. Randy M. Rhondeau Air Pollution Specialist California Air Resources Board Enforcement Division P.O. Box 2815 Sacramento, California 95812

Please submit each payment by the applicable payment due date along with the corresponding "<u>Settlement Agreement Payment Transmittal Form</u>" (<u>Attachment A</u>) to:

SETTLEMENT AGREE ... INT AND RELEASE ARB and DE LA GARZA TRUCKING Page 5 of 13

California Air Resources Board Accounting Office P.O. Box 1436 Sacramento, California 95812-1436

Effect of Untimely Payment. If any payment is more than 15 days late, the entire remaining balance becomes immediately due and payable. In addition, if the Attorney General files a civil action to enforce this settlement agreement, DE LA GARZA shall pay all costs of investigating and prosecuting the action, including expert fees, reasonable attorney's fees, and costs.

- (2) It is agreed that if DE LA GARZA, including its subsidiary or parent company, at any time becomes insolvent, or makes an assignment for the benefit of creditors or similar action adversely involving DE LA GARZA, its subsidiary, or parent company, or a proceeding or petition under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt, or receivership law or statute is filed by or against DE LA GARZA, its subsidiary, or parent company, or a trustee in bankruptcy, custodian, receiver or agent is appointed or authorized to take charge of any of DE LA GARZA's, its subsidiary, or parent company's properties, or if any deposit account or other property of DE LA GARZA, its subsidiary, or parent company be attempted to be obtained or held by writ of execution, garnishment, attachment, condemnation, levy, forfeiture or other legal process, or DE LA GARZA, its subsidiary, or parent company takes any action to authorize any of the foregoing, the entire remaining balance becomes immediately due and payable without notice or demand.
- (3) It is further agreed that the penalties described in "Terms and Release", paragraph 1 are punitive in nature, rather than compensatory. Furthermore, the penalty is intended to deter and punish DE LA GARZA for violations of state environmental statutes, and these penalties are payable to and for the benefit of ARB, a governmental unit. Therefore, it is agreed that these penalties imposed on DE LA GARZA by ARB arising from the facts described in recital paragraphs (1) through (20) are non-dischargeable under 11 United States Code § 523 (a)(7), which provides an exception from discharge for any debt to the extent such debt is for a fine, penalty or forfeiture payable to and for benefit of governmental unit, and is not compensation for actual pecuniary loss, other than certain types of tax penalties.
- (4) DE LA GARZA shall not violate HSC §§ 43701 *et seq.*, 44011.6 *et seq.*, and 13 CCR §§ 2180 *et seq.*, 2190 *et seq.*, and 2485 *et seq.*
- (5) DE LA GARZA shall comply with one or both of the following options to attend the California Council on Diesel Education and Technology (CCDET I) class, (SAE J1667 Snap Acceleration Smoke Test Procedure for Heavy-Duty Diesel

Powered Vehicles) as described on the CCDET webpage, <u>ccdet.org</u>. This class is conducted by various California Community Colleges and instructs attendees on compliance with the PSIP, the ECL regulation and the HDVIP.

- (a) DE LA GARZA shall have the fleet maintenance manager (or equivalent) and all staff performing opacity tests for compliance with PSIP and the HDVIP attend the CCDET I class. Proof of CCDET I completion shall be provided to ARB within six months of the date of this Agreement and be maintained in each applicable employee's file for the term of his or her employment.
- (b) If DE LA GARZA uses a contractor to perform the annual smoke opacity testing required under the PSIP, in addition to having the fleet maintenance manager (or equivalent) attend the CCDET I course, DE LA GARZA shall obtain proof that the contractor's staff conducting the smoke opacity tests completed the CCDET I course within the past four years. This proof of CCDET I completion shall be provided to ARB with PSIP records as required by this Agreement and be maintained with the annual PSIP records.
- (6) DE LA GARZA shall comply with the following options to attend the CCDET II class (Diesel Exhaust After Treatment and Maintenance), described on the CCDET webpage, <u>ccdet.org</u>. This class is conducted by various California Community Colleges and instructs attendees on California's emission regulations and the proper care and maintenance of diesel exhaust after-treatment systems (DEATS).
 - (a) DE LA GARZA shall have the fleet maintenance manager (or equivalent) and all staff responsible for maintenance of DEATS attend the CCDET II class. Proof of CCDET II completion shall be provided to ARB within six months of the date of this Agreement and also be maintained in each applicable employee's file for the term of his or her employment.
 - (b) In case DE LA GARZA uses a contractor for the maintenance of DEATS, in addition to having the fleet maintenance manager (or equivalent) attend the CCDET II course, DE LA GARZA shall obtain proof that the contractor's staff maintaining the DEATS device(s) completed the CCDET II course within the last four years. This proof of the CCDET II completion shall be provided by DE LA GARZA to ARB within six months of the date of this settlement and be maintained with the DEATS installation and maintenance records.

(c) In case DE LA GARZA is unable to find a CCDET II certified contractor within a radius of 25 miles from its yard for the maintenance of DEATS, in addition to having the fleet maintenance manager (or equivalent) attend the CCDET II course, DE LA GARZA shall contract only with the authorized verified diesel emission control strategy installer(s) or original equipment manufacturer distributor(s) for the maintenance of DEATS. The proof of the CCDET II completion for the fleet maintenance manager (or equivalent) shall be provided

SETTLEMENT AGREEN AND RELEASE ARB and DE LA GARZA TRUCKING Page 7 of 13

by DE LA GARZA to ARB within six months of the date of this settlement and be maintained with the DEATS installation and maintenance records.

- (7) DE LA GARZA shall complete Low NOx Software Upgrades (reflash) on all applicable heavy-duty diesel engines operating in California and report to ARB within 45 days of this agreement.
- (8) DE LA GARZA shall remain in compliance with the ECL regulation as codified in 13 CCR § 2183.
- (9) DE LA GARZA shall instruct all employees who operate diesel-fueled vehicles to comply with the idling regulations set forth in 13 CCR § 2485, within 45 days of this Agreement.
- (10) DE LA GARZA has one (1) outstanding citation (citation number TRU060816001RB, dated June 8, 2016), for not meeting the requirements of the Transport Refrigeration Program. This citation will be cleared through this Agreement.
- (11) DE LA GARZA shall not violate the Truck and Bus regulation as codified in 13 CCR § 2025.
- (12) DE LA GARZA shall follow the compliance schedule below to bring five (5) trucks into compliance with the Truck and Bus Regulation by November 17, 2017:

Truck Unit #	VIN#	Engine year	Mileage Limit	Retire, repower or replace on or before:
416	1FUWDDYA2VL667430	1996	1,500	Nov. 17, 2017
423	1FUWDCXB7NP525393	1991	1,500	Nov. 17, 2017
424	1FUWDSYA2TP600224	1994	1,500	Nov. 17, 2017
434	1FUYDZYB1PH485366	1989	1,500	Nov. 17, 2017
444	1XP6DR9X2TD609329	1994	1,500	Nov. 17, 2017

(13) DE LA GARZA shall submit proof of compliance of the trucks mentioned in (12) with the Truck and Bus Regulation (as codified in 13 CCR § 2025), on or before November 17, 2017, to **Mr. Randy M. Rhondeau, Air Pollution Specialist**,

California Air Resources Board, Enforcement Division, P.O. Box 2815, Sacramento, California 95812.

And:

(14) DE LA GARZA shall follow the compliance schedule below to bring four (4) trucks into compliance with the Truck and Bus Regulation by December 31, 2017:

Truck Unit	VIN#	Engine year	Mileage Limit	Mileage Limit
#			For	for
·			2017-	2020-
			2019	2022
415	1XPCDB9X1TD402649	1995	15,000	10,000
418	1FUYDCYB2SH587233	1994	15,000	10,000
428	1FUYDSEB1TP746913	1995	15,000	10,000
436	D297507GL	1989	15,000	10,000

(15) DE LA GARZA shall report annual odometer readings of the trucks mentioned in (14) by January 31st of each year, with the final reading by January 31, 2023 to Mr. Randy M. Rhondeau, Air Pollution Specialist, California Air Resources Board, Enforcement Division, P.O. Box 2815, Sacramento, California 95812..

And:

(16) DE LA GARZA shall follow the compliance schedule below to bring vehicle #417 into compliance with the Truck and Bus Regulation or retire the vehicle by December 31, 2017:

Truck Unit #	VIN#	Engine year	Mileage Limit	Compliance Year
417	1FUYDSEB7SP880730	1994	Submit documents to correct TRUCRS Or retire	2016

(17) DE LA GARZA shall submit proof of compliance of the truck mentioned in (16) with the Truck and Bus Regulation (as codified in 13 CCR § 2025), on or before December 31, 2017, to Mr. Randy M. Rhondeau, Air Pollution Specialist, California Air Resources Board, Enforcement Division, P.O. Box 2815, Sacramento, California 95812.

SETTLEMENT AGREE. _NT AND RELEASE ARB and DE LA GARZA TRUCKING Page 9 of 13

And:

(18) DE LA GARZA shall follow the compliance schedule below to bring eight (8) trucks into compliance with the Truck and Bus Regulation by December 31, 2017:

Truck Unit #	VIN#	Engine year	Mileage Limit for 2017- 2019	Mileage Limit for 2020- 2022
528	1FUBA6CG56LW42618	2005	15,000	10,000
529	1FUBA6CG96LW42623	2005	15,000	10,000
547	1FUBA6CG76LW42670	2005	15,000	10,000
T531	1FUBA6CGX6LW42629	2005	15,000	10,000
T532	1FUBA6CG16LW42633	2005	15,000	10,000
T533	1FUBA6CG36LW42634	2005	15,000	10,000
T543	1FUBA6CG66LW42675	2005	15,000	10,000
T544	1FUBA6CG06LW77700	2005	15,000	10,000

- (19) DE LA GARZA shall report annual odometer readings of the trucks mentioned in (18) by January 31st of each year, with the final reading by January 31, 2023 to Mr. Randy M. Rhondeau, Air Pollution Specialist, California Air Resources Board, Enforcement Division, P.O. Box 2815, Sacramento, California 95812.
- (20) This Agreement shall apply to and be binding upon DE LA GARZA, and its officers, directors, receivers, trustees, employees, successors and assignees, subsidiary and parent corporations and upon ARB and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement.
- (21) Within 45 days of the execution of this Agreement, DE LA GARZA shall bring its fleet of TRUs operating in California in compliance with the applicable in-use performance standards as required by 13 CCR § 2477.5(a) and apply for an ARB IDN for each of the California-based TRUs or TRU gen sets that it owns and/or operates as required by 13 CCR § 2477.5(e) and affix the IDN to both sides of each TRU or TRU gen set within 30 days of receiving the IDN from ARB as required by 13 CCR § 2477.5(e)(1)(F). DE LA GARZA shall submit the proof of reporting in ARBER to Mr. Randy M. Rhondeau, Air Pollution Specialist, California Air Resources Board, Enforcement Division, P. O. Box 2815, Sacramento, California 95812.

SETTLEMENT AGREE __NT AND RELEASE ARB and DE LA GARZA TRUCKING Page 10 of 13

- (22) DE LA GARZA shall submit a TRU Operator Report as required by 13 CCR § 2477.6(a) within 45 days of execution of this Agreement to Mr. Randy M. Rhondeau, Air Pollution Specialist, California Air Resources Board, Enforcement Division, P.O. Box 2815, Sacramento, California 95812.
- (23) DE LA GARZA shall not violate TRU ATCM as codified in 13 CCR § 2477.
- (24) This Agreement constitutes the entire agreement and understanding between ARB and DE LA GARZA concerning the subject matter hereof, and supersedes and replaces all prior negotiations and agreements between ARB and DE LA GARZA concerning the subject matter hereof.
- (25) No agreement to modify, amend, extend, supersede, terminate, or discharge this Agreement, or any portion thereof, is valid or enforceable unless it is in writing and signed by all parties to this Agreement.
- (26) Severability. Each provision of this Agreement is severable, and in the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement remains in full force and effect.
- (27) This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice-of-law rules.
- (28) This Agreement is deemed to have been drafted equally by the Parties; it will not be interpreted for or against either party on the ground that said party drafted it.

Senate Bill 1402:

The manner in which the penalty amount was determined, including a per unit or per vehicle penalty.

Penalties must be set at levels sufficient to discourage violations. The penalties in this matter were determined in consideration of all relevant circumstances, including the eight factors specified in HSC §§ 42403 and 43024.

Truck and Bus Violations

The per unit penalty for the Truck and Bus violations involved in this case is a maximum of \$1,000 per vehicle per day for strict liability violations or \$10,000 per vehicle per day for negligent or intentional violations. The penalty obtained for the Truck and Bus violations involved in this case for failure to meet mileage requirements is \$18,000.00 or \$1,000.00 per vehicle per violation for 18 vehicles.

SETTLEMENT AGREE

The penalty was discounted based on the fact that this was a first time violation and the violator made diligent efforts to comply and to cooperate with the investigation.

The provision of law the penalty is being assessed under and why that provision is most appropriate for that violation.

Truck and Bus Violations

The penalty provision being applied for the Truck and Bus regulation (13 CCR § 2025) violations in this case is HSC § 39674 because the Truck and Bus regulation is an Airborne Toxic Control Measure adopted pursuant to authority contained in HSC §§ 39002 et seq., 39650-39675 and because DE LA GARZA exceeded the maximum annual mileage allowance for each vehicle for which they elected to utilize the agricultural fleet provisions as set forth in 13 CCR § 2025(m).

Is the penalty being assessed under a provision of law that prohibits the emission of pollution at a specified level, and if so, a quantification of excess emissions, if it is practicable to do so.

Truck and Bus Violations

The provisions cited above do not prohibit emissions above a specified level.

TRU Violations

The manner in which the penalty amount was determined, including a per unit or per vehicle penalty.

The per unit penalty for the TRU violations involved in this case is a maximum of \$1,000 per unit per day for strict liability violations or \$10,000 per vehicle per day for negligent or intentional violations pursuant to HSC § 39674. The penalty obtained for the TRU violations involved in this case is \$9000.00 for 9 noncompliant TRUs operated by DE LA GARZA or \$1,000.00 for each violation. The penalty obtained for DE LA GARZA failing to register TRUs it owns in ARBER is \$4500.00 for 9 non-registered TRUs or \$500.00 for each violation. The penalty for failure to label the TRUs is \$2700.00 for 9 non-labeled TRUs or \$300.00 per violation.

The provision of law the penalty is being assessed under and why that provision is most appropriate for that violation.

SETTLEMENT AGREE ... INT AND RELEASE ARB and DE LA GARZA TRUCKING Page 12 of 13

TRU Violations

The penalty provision being applied for the TRU ATCM (13 CCR § 2477) violations (including registration and labeling) is HSC § 39674 because the TRU rule is an Air Toxic Control Measure adopted pursuant to authority contained in HSC §§ 39002 et seq., 39650-39675 and DE LA GARZA, as an owner of TRUs, failed to bring all TRUs in its fleet into compliance by the deadlines set forth in the TRU ATCM and failed to register the TRUs in its fleet in ARBER, and to label the TRUs.

Is the penalty being assessed under a provision of law that prohibits the emission of pollution at a specified level, and, if so a quantification of excess emissions, if it is practicable to do so.

- (29) DE LA GARZA acknowledges that ARB has complied with Senate Bill 1402 in prosecuting or settling this case. Specifically, ARB has considered all relevant facts, including those listed at HSC § 43024, has explained the manner in which the penalty amount was calculated, has identified the provision of law under which the penalty is being assessed and has considered and determined that this penalty is being assessed under a provision of law that prohibits the emission of pollutants at a specified level.
- (30) Penalties were determined based on the unique circumstances of this matter, considered together with the need to remove any economic benefit from noncompliance, the goal of deterring future violations and obtaining swift compliance, the consideration of past penalties in similar cases, and the potential costs and risk associated with litigating these particular violations. Penalties in future cases might be smaller or larger on a per unit basis.
- (31) The penalty was based on confidential settlement communications between ARB and DE LA GARZA that ARB does not retain in the ordinary course of business. The penalty is the product of an arms length negotiation between ARB and DE LA GARZA and reflects ARB's assessment of the relative strength of its case against DE LA GARZA, the desire to avoid the uncertainty, burden and expense of litigation, obtain swift compliance with the law and remove any unfair advantage that DE LA GARZA may have secured from its actions.
- (32) Now therefore, in consideration of the payment on behalf of DE LA GARZA to the Air Pollution Control Fund, ARB hereby releases DE LA GARZA and their principals, officers, agents, predecessors and successors from any and all claims, ARB may have or have in the future based on the circumstances described in paragraphs (1) through (20) of the Recitals. The undersigned represent that they have the authority to enter into this Agreement.

SETTLEMENT AGREEMENT AND RELEASE ARB and DE LA GARZA TRUCKING Page 13 of 13

California	Air Resources Board	DE LA GAR	ZA
Signature:	They	Signature:	gr dt to f. Som
Print Name	: <u>Dr. Todd P. Sax</u>	Print Name:	Jose A DE LA GIOVEN
Title:	Chief, Enforcement Division	Title:	OWNER
Date:	917/17	Date:	8-18-17