REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

SETTLEMENT AGREEMENT
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R2-2008-0052

In the Matter of
PETE'S STOP, MR. CUONG CHON HUYNH, MR. DUNG HA,
MS. KIEU HUYNH, AND MR. PETER SIALARIS
Pete's Stop
290 Keyes Street, San Jose
Santa Clara County

The Assistant Executive Officer of the Regional Water Quality Control Board, San Francisco Bay Region, ("Regional Water Board") and Pete's Stop, Mr. Cuong Chon Huynh, Mr. Dung Ha, and Ms. Kieu Huynh (collectively, the "Dischargers") hereby agree to this Settlement Agreement ("Agreement") of Administrative Civil Liability Complaint No. R2-2008-0052, dated August 11, 2008 (the "Complaint").

1. This Agreement is entered into by the Regional Water Board Assistant Executive Officer and Dischargers (collectively hereinafter the "Parties") to resolve by consent and without further administrative proceedings certain alleged violations of the California Water Code (CWC) and Cleanup and Abatement Order No. R2-2005-0023 (the "CAO").

2. The Assistant Executive Officer agrees that full compliance with this Agreement constitutes settlement of the Complaint. The Complaint alleges that the Dischargers violated the CAO by submitting eight late quarterly groundwater and soil vapor extraction monitoring reports since October 30, 2005. The Complaint proposes an administrative civil liability in the amount of $25,000.

3. The Parties believe that settlement of this matter is in the best interest of the people of the State. Therefore, to settle the Complaint, the Dischargers hereby agree to comply with the terms and conditions of this Agreement.

4. The Dischargers hereby agree to pay $25,000 to the State Water Resources Control Board Cleanup and Abatement Account no later than 60 days following the issuance of the Regional Water Board's Order approving this Agreement.

5. In consideration of the Dischargers' compliance with this Agreement, the Assistant Executive Officer hereby agrees not to initiate any other administrative or judicial enforcement actions against the Dischargers for the violations alleged in the Complaint.

6. In settling this matter, the Dischargers do not admit to any of the findings of the Complaint, or that they have been or are in violation of the CAO, the CWC, or any other federal, state, or local law or ordinance, provided, however, the Dischargers agree that in the event of any future enforcement actions by the Regional Water Board, this Agreement may be used as evidence of a settlement consistent with CWC Section 13327.

7. The Assistant Executive Officer acknowledges that the quarterly groundwater and soil vapor extraction monitoring reports required under the CAO as of the date of this Agreement have been submitted to the Regional Water Board and that no other groundwater monitoring or soil vapor extraction monitoring reports required under the CAO are late as of the date of this Agreement.

8. Subject to the qualifications set forth in paragraph 10, below, the Assistant Executive Officer has the authority to settle this matter in accordance with CWC Section 13323 and Government Code Section 11415.60. Ms. Kieu Huynh further warrants by signing below that she has the legal authority to bind all of the Dischargers to the terms of this Agreement.

9. The Dischargers have been informed of the rights provided by CWC Section 13323, subdivision (b), and hereby waive their right to a hearing before the Regional Water Board.

10. The Dischargers understand that this Agreement and the proposed Administrative Civil Liability Order approving this Agreement must be noticed for a 30-day public review period. In the event objections are raised during the public comment period for the proposed Administrative Civil Liability Order, the Regional Water Board or the Executive Officer may, under certain circumstances, require a public hearing regarding the proposed Administrative Civil Liability Order. In that event, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the Agreement as necessary or advisable under the circumstances.

11. The Dischargers acknowledge that the Regional Water Board intends to dismiss Mr. Peter Sialaris, without prejudice, from the Complaint. Such dismissal is not intended to affect any of the legal rights or privileges of the Dischargers with respect to each other, or to Mr. Peter Sialaris.

12. The Dischargers understand that payment in accordance with this Agreement is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject them to further enforcement, including additional administrative civil liability.

13. This Agreement is severable; should any provision be found invalid the remainder shall remain in full force and effect.

14. This Agreement may be executed in counterparts and by facsimile signature.

15. This Agreement shall not be construed against the Party preparing it, but shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.

16. This Agreement shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications to the Agreement must be in writing and signed by all Parties.

17. Each Party to this Agreement shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers on the dates set forth, and this Agreement is effective as of the most recent date signed.

California Regional Water Quality Control Board
San Francisco Bay Region

By: Dyan C. Whyte 2008.09.30 13:14:41 -07'00'
Dyan C. Whyte, Assistant Executive Officer
Date: _____

Pete's Stop, Mr. Cuong Chon Huynh, Mr. Dung Ha, Ms. Kieu Huynh

By: Kieu Huynh
Ms. Kieu Huynh
Date: 9-24-08

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