

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the California Air Resources Board (CARB), with its principal location at 1001 I Street, Sacramento, California 95814; and Asbury Environmental Services, *dba* World Oil Environmental Services, (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT), with their principal location at 9302 Garfield Avenue, South Gate, California 90280 (collectively, the "Parties," or individually, "Party").

LEGAL BACKGROUND

(1) Purpose.

- a. The California Health and Safety Code mandates the reduction of emission of air pollution from motor vehicles, creates the Motor Vehicle Inspection Program, and requires CARB to adopt regulations that require owners and operators of heavy-duty vehicles to perform regular inspections of their vehicles for excess emissions. (Health & Saf. Code §§ 43013, 43018, 43701, 44011.6.)
- b. The California Health and Safety Code mandates the reduction of the emission of toxic air contaminants (TAC). CARB has determined that particulate matter (PM) from diesel-fueled engines is a TAC. (Health & Saf. Code §§ 39002, et seq., 39650-39675.) In-use on-road diesel vehicles are powered by diesel fueled engines that emit toxic PM.

(2) Regulation.

- a. CARB adopted the "*Heavy-Duty Diesel Smoke Emission Testing, and Heavy-Duty Vehicle Emission Control Inspections*" Regulation (Cal. Code Regs., tit. 13, §§ 2180-2189) (HDVIP Regulation) to reduce excess smoke emissions from heavy-duty vehicles.
- b. CARB adopted the "*Periodic Smoke Inspections of Heavy-Duty Diesel-Powered Vehicles*" Regulation (Cal. Code Regs., tit. 13, §§ 2190 et seq.) (PSIP Regulation) to reduce excess smoke opacity emissions from heavy-duty vehicles.
- c. CARB adopted the *Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants, from In-Use Heavy-Duty Diesel-Fueled Vehicles* (TB Regulation) to reduce diesel PM and criteria pollutant emissions from on-road heavy-duty diesel-fueled vehicles. (Cal. Code Regs., tit.13, § 2025.)

(3) Regulatory Provisions.

- a. The HDVIP Regulation prohibits the operation of heavy-duty vehicles in California that exceed the applicable smoke opacity standards, as well as vehicles that are inadequately maintained or have defective emission control components. It authorizes CARB to inspect on-road heavy-duty vehicles for excess smoke emissions and engine tampering, and to issue citations to the vehicle owner, who must repair the engines exceeding the smoke opacity standards, perform post-repair opacity testing, and submit proof of the repairs along with assessed penalties. Owners of heavy-duty vehicles must also affix an Emission Control Label (ECL). (Cal. Code Regs., tit. 13, §§ 2180-2189.)
- b. The PSIP Regulation requires owners and operators of heavy-duty diesel vehicles with gross vehicle weight ratings greater than 6,000 pounds that operate within the State of California to conduct annual smoke opacity inspections of their vehicles using smoke test equipment and procedures that comply with the Society of Automotive Engineers (SAE) procedures J1667, "Snap Acceleration Smoke Test Procedure for Heavy-Duty Powered Vehicles." Owners and Operators must also keep records of this data and provide to CARB upon request. (Cal. Code Regs., tit. 13, §§ 2190-2194.)
- c. The TB Regulation requires that any person, business, or federal government agency that owns or operates vehicles in California that operate on diesel-fuel, dual-fuel, or alternative diesel-fuel, that are registered to be driven on public highways, were originally designed to be driven on public highways whether or not they are registered, and have a manufacturer's gross vehicle weight rating (GVWR) greater than 14,000 pounds with a 1995 model year engine, must comply with the schedule to upgrade the engine by January 1, 2015 (Cal. Code Regs., tit. 13, § 2025.)
- d. The TB Regulation requires any in-state or out-of-state motor carrier, California broker, or any California resident, who operates or directs the operation of any vehicle subject to this regulation shall verify that each hired or dispatched vehicle is in compliance with the regulation and comply with the record keeping requirements (Cal. Code Regs., tit. 13, § 2025(x)(2)).

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT) Settlement Agreement
Notice of Violation: NOV 00320

(4) Penalty Provisions.

- a. Failure to comply with the regulatory requirements is a violation of state law that may result in penalties up to one thousand eight hundred dollars (\$1,800 USD) for each strict liability violation of the HDVIP Regulation, respectively, for each day in which the violation occurs. (Cal. Code Regs., tit.13, § 2185.)
- b. Failure to comply with the regulatory requirements is a violation of state law that may result in penalties up to forty thousand seven hundred twenty-five dollars (\$40,725.00 USD) for each strict liability violation of the PSIP Regulation. (Health & Saf. Code, § 43016; Cal. Code Regs., tit.13, § 2190 et seq.)
- c. Failure to comply with the regulatory requirements is a violation of state law that may result in penalties up to ten thousand nine hundred and ten dollars (\$10,910.00 USD) for strict liability violations, twenty-seven thousand two hundred seventy-five dollars (\$27,275.00 USD) for negligent violations; and forty-three thousand six hundred forty dollars (\$43,640.00 USD) for failing to take corrective action, and eighty-one thousand eight hundred twenty-five dollars (\$81,825.00 USD) for willful and intentional violations, respectively, for each day in which the violation occurs. (Cal. Code Regs., tit.13, § 2025; Health & Saf. Code §§ 39674, 39675, 42400 et seq., 42402 et seq., [42400.1, 42400.2, 42402.3], and 42410.) respectively, for each day in which the violation occurs. (Cal. Code Regs., tit.13, § 2025 and Cal. Code Regs., tit.13, § 2477-2477.21; Health & Saf. Code §§ 39674, 39675, 42400 et seq., 42402 et seq., [42400.1, 42400.2, 42402.3], and 42410.)

CASE BACKGROUND

- (5) Corporate Entity. At all relevant times, Asbury Environmental Services and Pan Pacific Petroleum Company, Inc. were organized under the laws of California as corporations, “doing business as” WOES and WOT, respectively, and conducted business in the State of California.
- (6) Allegations. This Settlement Agreement resolves Notice of Violation (NOV) 00320, which was issued on August 3, 2021. CARB alleges WOES violated the following regulations:
 - a. The HDVIP Regulation by having tampered, inadequately maintained or, defective emission control components for its fleet of heavy-duty vehicles

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT) Settlement Agreement
Notice of Violation: NOV 00320

for the year 2019, resulting in three violations, as outlined in NOV 00320. CARB alleges that if the allegations described in the underlined headings 1 through 6 were proven, civil penalties could be imposed against WOES for each, and every vehicle involved in the violations and each day.

- b. The PSIP Regulation by owning or operating heavy-duty vehicles with gross vehicle weight greater than 6,000 pounds in California and being unable to produce some of the records specified in Cal. Code Regs., tit.13, § 2194 for two years after the date of inspection resulting in 25 alleged violations in 2018 and one alleged violation in 2019, as outlined in NOV 00320. CARB alleges that if the allegations described in the underlined headings 1 through 6 were proven, civil penalties could be imposed against WOES for each, and every vehicle involved in the violations and each day.
 - c. The PSIP Regulation by owning or operating heavy-duty vehicles with gross vehicle weight greater than 6,000 pounds in California and being unable to produce nine of the required records specified in Cal. Code Regs., tit.13, § 2194 for two years after the date of inspection resulting in nine alleged violations in 2018, as outlined in NOV 00320. CARB alleges that if the allegations described in the underlined headings 1 through 6 were proven, civil penalties could be imposed against WOT for each, and every vehicle involved in the violations and each day.
 - d. The TB Regulation whereby it is alleged that one vehicle failed to comply with the Engine Model Year Schedule requirements (Cal. Code Regs., tit. 13, § 2025(f)), resulting in one vehicle in violation. CARB alleges that if the allegations described in the underlined headings 1 through 6 were proven, civil penalties could be imposed against WOES for each, and every vehicle involved in the violations and each day.
 - e. The TB Regulation whereby it is alleged that 12 violations of the broker requirements (Cal. Code Regs., tit. 13, § 2025(x)(2)), occurred, as outlined in NOV 00320. CARB alleges that if the allegations described in the underlined headings 1 through 6 were proven, civil penalties could be imposed against WOES for each, and every vehicle involved in the violations and each day.
- (7) Acknowledgment. WOES and WOT neither admit nor deny the facts or liability in the underlined headings 1 through 6.

- (8) Consideration. 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 alleged violations and voluntarily agree to resolve this matter by means of this Settlement Agreement. In order to resolve the violations described herein, WOES and WOT have taken, or agree to take, the actions enumerated below within the Terms and Conditions. Further, CARB accepts this Settlement Agreement in termination and full settlement of this matter.

TERMS AND CONDITIONS

In consideration of CARB not filing a legal action against WOES and WOT for the alleged violations referred to above in the Case Background, and the agreement of WOES and WOT to complete all terms and conditions set forth below, CARB and WOES and WOT agree as follows:

- (9) Settlement Amount. WOES and WOT shall pay a civil penalty of twenty-one thousand four hundred dollars (\$21,400.00 USD). WOES and WOT shall make payment within 30 calendar days from the date CARB notifies WOES and WOT of the full execution of the Settlement Agreement.
- (10) Civil Penalty and Mitigation Payment Method. WOES and WOT shall pay the civil penalty and mitigation by check, credit card, wire transfer, or portal, payable to CARB, using instructions provided separately by CARB in a Payment Transmittal Form. WOES and WOT are responsible for all payment processing fees. Payments shall be accompanied by the Payment Transmittal Form to ensure proper application. CARB shall deposit the civil penalty and mitigation amount into the Air Pollution Control Fund for the purpose of carrying out CARB's duties and functions to ensure the integrity of its air pollution control programs. Should payment instructions change, CARB will provide notice to the WOES and WOT in accordance with the underlined heading 17 (Notices).
- (11) Other Relief. WOES and WOT shall comply with one of the following options: 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 www.ccdet.org/class-schedule/, or CARB's Online Training for Fleet Owners/Employees (MS529 Online Smoke-Test Training) at <https://ww2.arb.ca.gov/our-work/programs/heavy-duty-diesel-inspection-periodic-smoke-inspection-program/hdvp-psip>.
- a. WOES and WOT shall have the fleet maintenance manager (or equivalent) attend the CCDET I class or the CARB Online Training for Fleet

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT) Settlement Agreement
Notice of Violation: NOV 00320

Owners/Employees (MS529 Online Smoke-Test Training). Proof of completion of either course shall be submitted to CARB within six months of the date of this Settlement Agreement and be maintained in each applicable employee's file for the term of his or her employment.

- b. WOES and WOT uses a contractor to perform the annual smoke opacity testing required under the PSIP Regulation, in addition to having the fleet maintenance manager (or equivalent) attend the CCDET I or CARB course, WOES and WOT 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 CARB with PSIP Regulation records as required by this Settlement Agreement and be maintained with the annual PSIP Regulation records.
- (12) Other Relief. WOES and WOT shall provide copies of all PSIP compliance records for the years 2022 and 2023 to CARB by January 31st of the following year.
 - (13) Other Relief. WOES and/or WOT will allow CARB to conduct HDVIP inspections on fleet vehicles. CARB will schedule the date of inspection with WOES and/or WOT to allow for inspection of vehicles. Prior to the date of inspection, WOES and/or WOT will provide 2 weeks of Driver Vehicle Inspection Reports (DVIRS) for vehicles selected for inspection. The DVIRS will include the Pre-trip and Post-trip inspection reports.
 - (14) Other Relief. WOES and WOT shall submit proof of compliance with the TB Regulation broker requirements for the years 2022 and 2023 to CARB by January 31st of the following year.
 - (15) Suspended Penalties. If WOES and WOT fail to comply with each and every requirement set out in this Settlement Agreement by January 31, 2023, the Parties agree that WOES and WOT shall pay the suspended portion of this penalty twelve thousand dollars (\$12,000.00 USD) to CARB for deposit into the Air Pollution Control Fund for the purpose of carrying out its functions and duties, within sixty (60) calendar days of the notice by CARB to WOES and WOT of the Settlement Agreement violation.
 - (16) Documents. WOES and WOT shall promptly email or mail the signed and dated Settlement Agreement, with copy of proof of payment of the penalty and a copy of the Payment Transmittal Form to the address or email in the underlined heading 17 (Notices).

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT) Settlement Agreement
Notice of Violation: NOV 00320

- (17) Notices. Unless otherwise specified in this Settlement Agreement, whenever notifications, submissions, or communications are required by this Settlement Agreement, they shall be submitted in writing to the address or email below:

As to CARB:

California Air Resources Board
Enforcement Division / Settlement Agreements
Diesel Programs Enforcement Branch
P.O. Box 2815
Sacramento, California 95812-2815
Settlement_Agreement@arb.ca.gov

As to the Parties:

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum, *dba* World Oil Transportation (WOT)
Mr. Brian Davis
9302 Garfield Avenue
South Gate, California 90280
Bdavis@worldoilcorp.com

Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above. Notices submitted pursuant to this section shall be deemed submitted upon emailing or mailing.

- (18) Recovery of Costs. If the Attorney General files a civil action to enforce this Settlement Agreement, WOES and WOT shall pay all costs of investigating and prosecuting the action, including expert fees, reasonable attorneys' fees, and costs.
- (19) Repeat Violations. WOES and WOT agree to comply with all regulatory requirements and acknowledge that repeat violations could result in increased penalties in the future.
- (20) Entirety. This Settlement Agreement constitutes the entire agreement and understanding between the Parties concerning the Case Background and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning the Case Background hereof. This Settlement Agreement consists of 13 pages and 38 underlined headings.

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT) Settlement Agreement
Notice of Violation: NOV 00320

- (21) Binding Effect. This Settlement Agreement binds WOES and WOT, and their successors, if any, and CARB and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Settlement Agreement.
- (22) Effective Date. The effective date shall be the date upon which this Settlement Agreement is fully executed.
- (23) Modification and Termination. No agreement to modify, amend, extend, supersede, terminate, or discharge this Settlement Agreement, or any portion thereof, is valid or enforceable unless it is in writing and signed by all Parties to this Settlement Agreement.
- (24) Severability. Each provision of this Settlement Agreement is severable, and in the event that any provision of this Settlement Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, the remainder of this Settlement Agreement remains in full force and effect.
- (25) Choice of Law. This Settlement 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.
- (26) Non-Discharge. It is further agreed that the penalties described in this Settlement Agreement are non-dischargeable under United States Code, title 11, section 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 the benefit of a governmental unit.
- (27) Rules of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Settlement Agreement.
- (28) Non-Waiver. The failure to enforce any provision of this Settlement Agreement shall not be construed as a waiver of any such provision, nor prevent such Party thereafter from enforcing such provision or any other provision of this Settlement Agreement. The rights and remedies granted all Parties herein are cumulative and the election of one right or remedy by a Party shall not constitute a waiver of such Party's right to assert all other legal remedies available under this Settlement Agreement or otherwise provided by law.
- (29) Intent to be Bound. The Parties represent that: They have participated fully in the review and drafting of this Settlement Agreement; understand and accept all

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT) Settlement Agreement
Notice of Violation: NOV 00320

terms; enter into this Settlement Agreement freely and voluntarily; have had an opportunity to consult with legal counsel; are fully informed of the terms and effect of this Settlement Agreement; have agreed to this Settlement Agreement after independent investigation and agree it was not arrived at through fraud, duress, or undue influence; and knowingly and voluntarily intend to be legally bound by this Settlement Agreement.

- (30) Venue. The Superior Court of California, located in the County of Sacramento, shall hear any dispute between the Parties arising from this Settlement Agreement.
- (31) Counterparts and Electronic Signatures. This Settlement Agreement may be executed in counterparts. Electronic, facsimile or photocopied signatures shall be considered as valid signatures.
- (32) Release. In consideration of the full completion of civil penalty and all other undertakings above, CARB hereby releases WOES and WOT, and its principals, officers, receivers, trustees, successors and assignees, subsidiary and parent corporations, from any claims CARB may have based on the circumstances described in all paragraphs contained in the Case Background above.
- (33) Authority. The undersigned represents that he or she has full authority to enter into this Settlement Agreement.

PENALTY BASIS

- (34) Per Unit Penalty.
- a. HDVIP Penalty. The per unit or per vehicle penalty in this case is a maximum of one thousand eight hundred dollars (\$1,800.00 USD) per day for each day the vehicle is in violation of the HDVIP Regulation. (Cal. Code Regs., tit.13, § 2185.) The penalty of nine hundred dollars (\$900.00 USD) over an unspecified number of days of violation is for three noncompliant heavy-duty vehicles. The per unit penalty in this case is approximately three hundred dollars (\$300.00 USD) per noncompliant vehicle.
 - b. PSIP Penalty. The per unit or per vehicle penalty in this case is a maximum of forty thousand seven hundred twenty-five dollars (\$40,725.00 USD) per vehicle that is in violation of the Health and Safety Code, section 43016 and PSIP Regulation. (Cal. Code Regs., tit.13, § 2190 et seq.) The penalty of seventeen thousand five hundred dollars (\$17,500.00 USD) over an unspecified number of days of violation is for 34 violations in 2018 and

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT) Settlement Agreement
Notice of Violation: NOV 00320

one violation in 2019. The per unit penalty in this case is approximately five hundred dollars (\$500.00 USD) per violation.

- c. TB Penalty. The per unit or per vehicle penalty in this case is a maximum of ten thousand nine hundred ten dollars (\$10,910.00 USD) per day under Health and Safety Code section 39674, for violations of the TB Regulation. (Cal. Code Regs., tit.13, § 2025.) The penalty of three thousand dollars (\$3,000.00 USD) over an unspecified number of days of violation is for one noncompliant vehicle with a 1995 model year engine and a GVWR of greater than 14,000 pounds. The per unit penalty in this case is approximately three thousand dollars (\$3,000.00 USD) per noncompliant vehicle.
 - d. TB Penalty. The per unit or per vehicle penalty in this case is a maximum of ten thousand nine hundred ten dollars (\$10,910.00 USD) per day under Health and Safety Code section 39674, for violations of the TB Regulation. (Cal. Code Regs., tit.13, § 2025.) The suspended penalty of twelve thousand dollars (\$12,000.00 USD) over an unspecified number of days of violation is for failure to verify twelve hired or dispatched vehicles complied with the Truck and Bus regulation in 2020. The per unit penalty in this case is approximately one thousand dollars (\$1,000.00 USD) per hired or dispatched vehicle.
- (35) Emissions. The provisions cited above do prohibit emissions above a specified level. Without information on usage and emission rates, it is not practicable to quantify the excess emissions. However, since CARB has alleged that the vehicles did not meet the regulatory requirements, all the emissions from it were excess and illegal.

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT) Settlement Agreement
Notice of Violation: NOV 00320

- (36) Aggravating and Mitigating Factors. The penalties in this matter were determined in consideration of all relevant circumstances, including statutory factors as described in CARB's Enforcement Policy. CARB considered whether the violator came into compliance quickly and cooperated with the investigation; the extent of harm to public health, safety and welfare; nature and persistence of the violation, including the magnitude of the excess emissions; compliance history; preventative efforts taken; innovative nature and the magnitude of the effort required to comply, and the accuracy, reproducibility, and repeatability of the available test methods; efforts to attain, or provide for, compliance prior to violation; action taken to mitigate the violation; financial burden to the violator; and voluntary disclosure. The penalties are set at levels sufficient to deter violations, to remove any economic benefit or unfair advantage from noncompliance, to obtain swift compliance, and the potential costs, risks, and uncertainty associated with litigation. Penalties in future cases might be smaller or larger depending on the unique circumstances of the case.
- (37) Confidential Business Information. CARB based this penalty in part on confidential business information provided by WOES and WOT and confidential settlement communications, neither of which are retained by CARB in the ordinary course of business.
- (38) Effect of Settlement/Reservation of Rights. The following shall apply:
- (a) This Settlement Agreement resolves the civil claims of CARB for the violations alleged in this Settlement Agreement.
 - (b) CARB reserves, and this Settlement Agreement is without prejudice to, all claims, rights, and remedies against WOES and WOT with respect to all matters not expressly resolved in this Settlement Agreement. Notwithstanding any other provision of the Settlement Agreement, CARB reserves all claims, rights, and remedies, whether in law or equity, against WOES and WOT with respect to:
 - (i) Noncompliance with or enforcement of any provision of this Settlement Agreement.
 - (ii) Facts that were not disclosed by WOES and WOT to CARB.
 - (iii) Violation of the California Health and Safety Code and its implementing regulations, or other State laws, regulations, or permit condition(s) not expressly resolved in this Settlement Agreement.

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT) Settlement Agreement
Notice of Violation: NOV 00320

- (iv) Any imminent and substantial endangerment to the public health, welfare, or the environment in California, whether related to the violations addressed in this Settlement Agreement or otherwise.
 - (v) Any criminal liability.
 - (vi) Any claim(s) of any officer or agency of the United States or California, other than CARB
- (c) In any subsequent administrative or judicial proceeding initiated by CARB for injunctive relief, civil penalties, or other appropriate relief relating to enforcement of the Settlement Agreement, WOES and WOT shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by CARB in the subsequent proceeding were or should have been brought in the instant case.
- (d) This Settlement Agreement does not limit or affect the rights of WOES and WOT or of CARB against any third parties not covered by this Settlement Agreement, nor does it limit the rights of third parties not covered by this Settlement Agreement against WOES and WOT, except as otherwise provided by law. This Settlement Agreement shall not be construed to create rights in, or grant any cause of action to, any third party not covered by this Settlement Agreement.
- (e) This Settlement Agreement is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. WOES and WOT is responsible for achieving and maintaining compliance with all applicable federal, State, and local laws, regulations, and permits; WOES and WOT compliance with this Settlement Agreement shall not be a defense to any action commenced pursuant to any such laws, regulations, or permits. CARB does not, by its execution of this Settlement Agreement, warrant or aver in any manner that WOES and WOT compliance with any aspect of this Settlement Agreement will result in compliance with any provisions of federal, State, or local laws, regulations, or permits.

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES), and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT) Settlement Agreement
Notice of Violation: NOV 00320

ACKNOWLEDGED AND ACCEPTED BY:

California Air Resources Board

Signature: /S/

Name: Todd P. Sax, D.Env.

Title: Chief, Enforcement Division

Date: July 8, 2022

Asbury Environmental Services, *dba* World Oil Environmental Services (WOES, and Pan Pacific Petroleum Company, Inc., *dba* World Oil Transportation (WOT)

Signature: /S/

Name: Christopher M. Norton

Title: Chief Legal Officer

Date: June 20, 2022