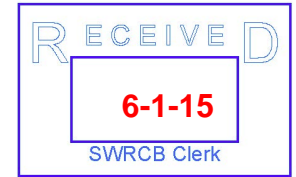


June 1, 2015



Ms. Jeanine Townsend  
Clerk to the Board  
State Water Resources Control Board  
1001 I Street, 24th Floor  
P.O. Box 100  
Sacramento, CA 95812-0100  
commentletters@waterboards.ca.gov

Re: Comments to A-2236(a)-(kk) - Submitted on Behalf the Cities of Duarte and  
Huntington Park in Response to State Board Revised Proposed Order Dated 4/24/15

Dear Ms. Townsend:

This office represents the Cities of Duarte and Huntington Park ("Cities") in connection with their Petitions for Review challenging Order No. R4-2012-0175, NPDES Permit No. CAS004001 ("Permit" or "Subject Permit"), and submits the attached Memorandum of Points and Authorities/Comments in response to that Revised Proposed Order issued by the State Water Resources Control Board ("State Board") and dated April 24, 2015.

If you have any questions with respect to the above or the attached please do not hesitate to contact the undersigned. Thank you for your attention to this matter.

Sincerely,

RUTAN & TUCKER, LLP

Richard Montevideo

RM:pj

Enclosure

cc: Darrell George, City of Duarte, City Manager  
Arnold Glassman, Esq., City Attorney, City of Huntington Park  
Teresa Chen, Esq.  
Joseph Larsen, Esq.

1 RUTAN & TUCKER, LLP  
Richard Montevideo (State Bar No. 116051)  
2 Joseph Larsen (State Bar No. 244506)  
611 Anton Boulevard, Fourteenth Floor  
3 Costa Mesa, California 92626-1998  
Telephone: 714-641-5100  
4 Facsimile: 714-546-9035

5 Attorneys for Petitioners  
6 Cities of Duarte and Huntington Park  
7

8 BEFORE THE STATE WATER RESOURCES CONTROL BOARD  
9

10  
11 In the Matter of:

12 The California Regional Water Quality  
13 Control Board, Los Angeles Region's  
Adoption of Waste Discharge Requirements  
14 for Municipal Separate Storm Sewer System  
(MS4) Discharges Within The Coastal  
15 Watersheds of Los Angeles County, Except  
Those Discharges Originating from the City  
16 of Long Beach MS4, Order No. R4-2012-  
0175, NPDES No. CAS004001

PETITIONERS CITIES OF DUARTE AND  
HUNTINGTON PARK'S POINTS AND  
AUTHORITIES/COMMENTS TO THE  
STATE WATER RESOURCES CONTROL  
BOARD'S REVISED PROPOSED ORDER  
DATED 4/24/15

COMMENTS TO A-2236(a)-(kk)

[Water Code § 13320 and Title 23,  
CCR § 2050, *et seq.*]

TABLE OF CONTENTS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Page

I.	INTRODUCTION.....	1
II.	SUMMARY OF ARGUMENTS .....	1
III.	THE REVISED DRAFT ORDER’S INTERPRETATION OF THE PERMIT AS PROHIBITING ALL NON-EXEMPT, NON-STORM WATER DISCHARGES FROM ENTERING A RECEIVING WATER, IS IMPOSSIBLE TO COMPLY WITH .....	4
IV.	A “ZERO” DISCHARGE LIMIT FOR NON-STORM WATER IS NOT REQUIRED UNDER THE CWA AND IS INCONSISTENT WITH CWC §§ 13000, 13241 AND 13263 .....	9
V.	COMPLIANCE WITH CWC §§ 13267, 13225 & 13165 DOES NOT STAND “AS AN OBSTACLE TO THE ACCOMPLISHMENT OF THE FULL PURPOSES AND OBJECTIVES OF” THE CWA.....	11
VI.	A PERMITTEE CAN ONLY LAWFULLY BE FOUND TO BE “SEVERALLY” RESPONSIBLE FOR CONTRIBUTING TO A COMINGLED EXCEEDANCE, AND THE BURDEN MUST BE ON THE REGIONAL BOARD TO PROVE THE CONTRIBUTION .....	15
VII.	CONCLUSION .....	18

1 **I. INTRODUCTION**

2 The Cities of Duarte and Huntington Park (the “Cities”) submit these Points and  
3 Authorities/Comments in response to that Revised Draft Order issued on April 24, 2015  
4 (“Revised Draft Order”) by the State Water Resources Control Board (“State Board”) in  
5 connection with the various Petitions for Review of Order No. R4-2012-0175, NPDES  
6 Permit No. CAS004001 (“Permit” or “Subject Permit”).

7 As provided in the letter from State Board’s Chief Counsel, dated April 24, 2015,  
8 “[c]omments must be limited to revisions made since the November 21, 2014, proposed  
9 order, as indicated by redline/strikeout.” In limiting their comments to the revisions, as  
10 instructed, the Cites are not waiving or abandoning their objections/comments raised in their  
11 previously submitted Memorandum of Points and Authorities/Comments in Response to the  
12 State Board Order Dated 11/21/14 and Petition for Review. The Cities hereby incorporate  
13 by this reference the objections/comments set forth in their previously submitted  
14 Memorandum of Points and Authorities/Comments in Response to State Board Order Dated  
15 11/21/14 and Petition for Review. For the following reasons, as elaborated on further  
16 below, the Revised Draft Order, as revised, and the subject Permit are contrary to law.

17 **II. SUMMARY OF ARGUMENTS**

18 *First*, the Revised Draft Order reinforces the fact that the Permit requires Permittees  
19 to do the impossible, *i.e.*, prevent all non-stormwater discharges from reaching a receiving  
20 water. (See Revised Draft Order, pp. 52, 69, fn 187.) In effect, it appears that under the  
21 Revised Draft Order, the Los Angeles 2012 MS4 Permittees (“Permittees”) would be in  
22 violation of the Permit for virtually every instance where a dry weather discharge reaches a  
23 receiving water. In effect, the newly added language would effectively eviscerate all dry-  
24 weather TMDL interim and final waste load allocations as, under the Permit with this  
25 language, no non-stormwater can be allowed to reach a receiving water, even if the interim  
26 or final dry weather waste load allocation (“WLA”) is being met. *In short, the new Permit*  
27 *language would override all dry weather WLAs, and convert them into “zero” WLAs.*

28

1 This apparent interpretation of the Permit, including its interpretative effect on dry  
2 weather WLAs in TMDLs, is then compounded by the fact that most of the final wet  
3 weather WLAs being imposed on Permittees cannot possibly be met (other than potentially  
4 through a deemed compliant EWMP for limited feasible locations), thereby making it  
5 impossible for a Permittee to comply with most any aspect of a TMDL.

6 The ultimate outcome of imposing an unachievable non-stormwater discharge  
7 prohibition will *not* be to improve water quality, but instead to increase litigation fees and  
8 costs in fighting enforcement actions and citizen suits, with the Permittees then being  
9 subject to excessive penalties under the Clean Water Act. (*See, e.g., NRDC v. County of*  
10 *Los Angeles* (C.D. Cal. Mar. 30, 2015) 2015 U.S. Dist. LEXIS 40761 [“Defendants are  
11 liable for the 147 exceedances described in Defendants’ monitoring reports, which the Ninth  
12 Circuit found were conclusively demonstrated to be Permit violations by Defendants’ own  
13 pollution monitoring.”].) Because the law precludes the Permit from requiring the  
14 impossible, the “discharge prohibition” provisions cannot withstand legal scrutiny.

15 Second, imposing a “zero” discharge limitation on non-exempt, non-storm water  
16 discharges is clearly not required under the Clean Water Act (“CWA”, and therefore can  
17 only be imposed under the California Porter-Cologne Act when the factors set forth in  
18 California Water Code (“CWC”) sections 13241, 13263 and 13000 have first been fully  
19 considered, and the Permit findings and terms have been developed consistent with these  
20 factors. The Revised Draft Order is thus legally deficient, as is the Permit, in light of the  
21 lack of finding and determinations showing that the “zero” discharge limitation was  
22 developed in accordance with the factors and considerations required by State law.

23 Third, the Revised Draft Order improperly suggests that, because CWC sections  
24 13267, 13225 and 13165, somehow “stand[] as an obstacle to the accomplishment of the  
25 full purposes and objectives of [Federal law],” they cannot apply to the Permit’s monitoring  
26 and reporting program. (Revised Draft Order, p. 72, fn 192.) However, the Revised Draft  
27 Order points to no federal law or regulatory requirement imposing the particular monitoring  
28 requirements upon the Permittees, and nor does the Revised Draft Order point to any federal

1 law prohibiting the conducting of a “cost/benefit” analysis, as required by CWC sections  
2 13267, 13225 and 13165. Thus, the requirements in CWC sections 13267, 13225 and  
3 13165 do not “stand as an obstacle” to federal law and must be complied with prior to  
4 imposing the monitoring obligations on Permittees. Because the Regional Board failed to  
5 comply with those sections, it acted in excess of its authority and contrary to law.

6 *Finally*, by changing various references from “liability” to “responsibility” (see  
7 Revised Draft Order, pp. 72-75), the Revised Draft Order further fuels confusion by  
8 indicating that “joint responsibility” is presumed in the Permit, yet suggesting that the  
9 Permit “does not impose such a joint responsibility regime” that “would require each  
10 Permittee to take full responsibility for addressing violations, regardless of whether, and to  
11 what extent, each permitted contributed to the violation.” (Revised Draft Order, p. 74.)  
12 However, when defendants are “jointly responsible,” it is generally understood that a  
13 plaintiff may recover the entire damages from any one of them regardless of the proportion  
14 of their responsibility or contributions to the violation. If the Revised Draft Order is  
15 intended to mean that a Permittee is only to be considered “liable” for its portion of an  
16 exceedance in a co-mingled discharge, this interpretation effectively means a Permittee is  
17 only to be “severally” liable for exceedances it contributes to. In effect, it appears that the  
18 State Board is striving to state that a Permittee shall only have “several responsibility”  
19 rather than “joint responsibility.”

20 “Several” responsibility suggests that any obligations are divided amongst Permittees  
21 in proportion to their responsibility or contributions to the violation. Moreover, as written,  
22 the Permit conflicts with the various cases confirming that the Regional Board has the  
23 burden of proving liability against an individual Permittee, regardless of whether or not  
24 there is a comingled exceedance, and is contrary to the clear terms of the Clean Water Act  
25 and the Porter-Colon Act; and worse, violates fundamental principles of due process of law.

26 As explained herein, the Cities respectfully request that the subject Permit be further  
27 revised to address the other legal deficiencies set forth in this Brief/Comments.  
28

1 **III. THE REVISED DRAFT ORDER’S INTERPRETATION OF THE PERMIT**  
2 **AS PROHIBITING ALL NON-EXEMPT, NON-STORM WATER**  
3 **DISCHARGES FROM ENTERING A RECEIVING WATER, IS**  
4 **IMPOSSIBLE TO COMPLY WITH.**

5 With the exception of exempt and conditional exempt non-storm water discharges,  
6 Part III.A of the Permit requires each Permittee to “*prohibit non-storm water discharges*  
7 *through the MS4 to receiving waters.*” (Permit, p. 27.) Part VI.C of the Permit, subsection  
8 1.d, then provides that the “*Watershed Management Programs shall ensure that the*  
9 *discharges from the Permittee’s MS4: ... (iii) do not include non-storm water discharges*  
10 *that are effectively prohibited pursuant to Part III.A.*”

11 The revisions in the Revised Draft Order indicate that a Permittee will not be deemed  
12 in compliance with the Discharge Prohibition provisions in Part III.A, even where the  
13 Permittee is in compliance with an approved WMP/EWMP. According to the revisions to  
14 the Draft Order on page 52: “*Implementation of control measures through the WMP/EWMP*  
15 *may provide a mechanism for compliance with Section III.A, which establishes the*  
16 *prohibition on non-storm water discharges, but such implementation does not constitute*  
17 *compliance with Section III.A. The several provisions stating that Permittees will be*  
18 *deemed to be in compliance with the receiving water limitations of the Los Angeles MS4*  
19 *Order for implementing the WMP/EWMP specifically reference Section V.A of the Order,*  
20 *the receiving water limitations provisions, and not III.A*” (Revised Draft Order, p. 52.)

21 Accordingly, the implication of this added language to the Revised Draft Order is  
22 that *any* non-exempt prohibited discharge that travels “*through the MS4 to receiving*  
23 *waters,*” regardless of whether there are “pollutants” in the discharge that exceed a  
24 receiving water limitation or exceed a waste load allocation from a TMDL, would result in a  
25 violation of the Permit.

26 This interpretation appears to be further confirmed by new footnote 187 to the  
27 Revised Draft Order, which provides as follows:

28 We disagree that the phrasing of the non-storm water discharge  
prohibition in the Los Angeles MS4 Order means that *any* dry

1 weather discharges from the MS4 could be construed as a violation  
2 of the Clean Water Act. The *effective* prohibition directed by the  
3 Clean Water Act has been addressed in the Los Angeles MS4 Order  
4 through the extensive list of exceptions and conditional exemptions  
5 laid out in Part III of the Order. (Revised Draft Order, p. 69.)

6 Reading the revisions on pages 52 and 69 of the Revised Draft Order together would  
7 mean that any non-exempt non-storm water discharge that touches a receiving water would  
8 be a violation of the Permit, irrespective of the existence of the Permittee's Illicit Discharge  
9 program, irrespective of the Permittee's compliance of an approved WMP/EWMP program,  
10 and irrespective of the Permittee's compliance with applicable receiving water limitations or  
11 waste load allocations. In short, a single "drop" of non-exempt, non-storm water to a  
12 receiving water through the MS4 would seemingly subject the Permittee to an enforcement  
13 action or extensive liability to a third party under the citizen suit provisions of the Clean  
14 Water Act. These non-stormwater provisions of the Permit and the Revised Draft Order are  
15 impossible to comply with, go beyond what is required under the Clean Water Act, and  
16 exceed what is permissible under the Porter-Cologne Act.

17 Furthermore, the reference in footnote 187 on page 69 of the Revised Draft Order to  
18 the discharge prohibition exceptions in Part III of the Permit are not, by any means,  
19 "extensive" as claimed by the State Board in footnote 187. To the contrary, they are limited  
20 to the following *narrow* categories: (1) discharges separately regulated by an NPDES  
21 permit, (2) discharges authorized by USEPA, (3) discharges from "emergency" firefighting  
22 activities, and (4) natural water flows. Moreover, while the list of conditional exemptions  
23 includes a broader range of discharges, including residential car washing and landscape  
24 irrigation, these exemptions are also somewhat limited (Permit, pp. 36-37), and it is clear  
25 that unless a Permittee can find a way to divert all non-exempt, non-storm water discharges  
26 from touching a receiving water, including, apparently those occurring during rain events,  
27 the Permittee will be in violation of the Permit. The result is an impossible position for the  
28 Permittees, and the non-storm water "discharge prohibition" provisions of the Permit, as  
29 interpreted in the Revised Draft Order, are therefore impossible to comply with.

30 In fact, the Permit's incorporation of the various dry-weather WLAs from the



1 TMDLs (and the development of the dry weather WLAs themselves) is an  
2 acknowledgement that complying with a “zero” dry weather discharge limit is neither  
3 necessary nor possible. (See e.g. Permit, Attachment O.) Such dry weather TMDL WLAs  
4 would be unnecessary and entirely meaningless *if* dry weather discharges in general would  
5 need to be prohibited. Indeed, the dry-weather TMDLs only make sense if the  
6 implementation of control measures through the WMP/EWMP programs constituted  
7 compliance with the “discharge prohibition” in Section III.A. Yet, as discussed above, the  
8 Revised Draft Order makes the opposite point, i.e., that Permittees’ “*implementation [of*  
9 *control measures through the WMP/EWMP] does not constitute compliance with Section*  
10 *III.A.*” (Revised Draft Order, p. 52.)

11 The Cities hereby request that this language be revised to state the opposite, i.e., that  
12 “*implementation [of control measures through the WMP/EWMP] shall constitute*  
13 *compliance with Section III.A.*”

14 By adopting such dry weather TMDLs and QBELs and failing to provide any  
15 feasible means by which Permittees can comply with the dry weather discharge prohibition  
16 provisions, or to otherwise comply with the general discharge prohibition requirement in  
17 Part III.A, through the implementation of a WMP/EWMP or otherwise, the Permit places  
18 the Permittees between Scylla and Charybdis by implicitly acknowledging that the dry  
19 weather discharge prohibition is impossible to comply with –necessitating the need for dry  
20 weather TMDLs – yet providing no mechanism for Permittees to comply with such  
21 discharge prohibition requirements.

22 The ultimate outcome of imposing an unachievable discharge prohibition on  
23 municipalities will not be to improve water quality, but instead to increase litigation and  
24 attorney’s fees in fighting enforcement actions and citizen suits (*see, e.g., NRDC v. County*  
25 *of Los Angeles, supra*, 2015 U.S. Dist. LEXIS 40761 [County of Los Angeles and Los  
26 Angeles Flood Control District found liable for over 140 violations of the Clean Water Act  
27 for effluent limit exceedances, and thus subjecting them to penalties in an amount yet to be  
28 determined, where the Court stated: “*Because the results of County Defendants’ pollution*

1 *monitoring conclusively demonstrate that pollution levels in the Los Angeles and San*  
2 *Gabriel Rivers are in excess of those allowed under the Permit, the County Defendants are*  
3 *liable for Permit violations as a matter of law. . . . As a result, Defendants are liable for the*  
4 *147 exceedances described in Defendants' monitoring reports, which the Ninth Circuit*  
5 *found were conclusively demonstrated to be Permit violations by Defendants' own pollution*  
6 *monitoring.”].)*

7 Not only does such a requirement subject municipalities to unjustified penalty claims  
8 under the Clean Water Act, it also potentially subjects them to mandatory minimum  
9 penalties under the Porter-Cologne Act. (*See* Permit, p. 45-46, citing CWC § 13385.)

10 Imposing impossible or infeasible requirements is an abuse of discretion and contrary  
11 to law. (*California Association of Sanitation Agencies v. State Water Resources Control*  
12 *Board* (2012) 208 Cal.App.4th 1438, 1460 [“where a [Regional Board] has evidence that a  
13 designated use does not exist and likely cannot be feasibly attained, it is unreasonable to  
14 require a discharger to incur controls costs to protect that use”]; *Atl. States Legal Found.,*  
15 *Inc. v. Eastman Kodak Co.*, 12 F.3d 353, 357 (2nd Cir. 1994) [“the EPA does not demand  
16 even information regarding each of the many thousand chemical substances potentially  
17 present in a manufacturer's wastewater because ‘it is impossible to identify and rationally  
18 limit every chemical or compound present in a discharge of pollutants’”].) The Clean Water  
19 Act does not require permittees to achieve the impossible.

20 In *Hughey v. JMS Dev. Corp.*, 78 F.3d 1523 (11th Cir.) *cert. den.*, 519 U.S. 993  
21 (1996), the plaintiff sued JMS Development Corporation (“JMS”) for failing to obtain a  
22 storm water permit that would authorize the discharge of storm water from its construction  
23 project. The plaintiff argued JMS had no authority to discharge any quantity or type of  
24 storm water from the project, i.e. a “zero discharge standard,” until JMS had first obtained  
25 an NPDES permit. (*Id.* at 1527.) JMS did not dispute that storm water was being  
26 discharged from its property and that it had not obtained an NPDES permit, but claimed it  
27 was not in violation of the Clean Water Act (even though the Act required the permit)  
28 because the Georgia Environmental Protection Division, the agency responsible for issuing

1 the permit, was not yet prepared to issue such permits. As a result, it was impossible for  
2 JMS to comply. (*Id.*)

3 The Eleventh Circuit Court of Appeal held that the CWA does not require a  
4 permittee to achieve the impossible, finding that “Congress is presumed not to have  
5 intended an absurd (impossible) result.” (*Id.* at 1529.) The Court then found that:

6 In this case, once JMS began the development, compliance with the  
7 zero discharge standard would have been impossible. Congress  
8 could not have intended a strict application of the zero discharge  
9 standard in section 1311(a) when compliance is factually  
impossible. The evidence was uncontroverted that whenever it  
rained in Gwinnett County some discharge was going to occur;  
nothing JMS could do would prevent all rain water discharge.

10 (*Id.* at 1530.) The Court concluded, “*Lex non cogit ad impossibilia*: The law does not  
11 compel the doing of impossibilities.” (*Id.*)

12 The same rule applies here. The Clean Water Act does not require municipal  
13 permittees to do the impossible and comply with unachievable BMPs and a complete  
14 prohibition on all dry weather discharges. Because municipal permittees are involuntary  
15 permittees, that is, because they have no choice but to obtain a municipal storm water  
16 permit, the Permit, as a matter of law, cannot impose terms that are unobtainable. (*Id.*)

17 In this case, strictly complying with the non-storm water “discharge prohibition” is  
18 not achievable by the Permittees, given the innumerable and variable potential sources of  
19 urban runoff. The “technical” and “economic” feasibility to comply with the non-storm  
20 water “discharge prohibition” simply do not exist, and imposing such a requirement that  
21 goes beyond “the limits of practicability” (*Defenders of Wildlife v. Browner* (1999) 191  
22 F.3d 1159, 1162) and is nothing more than an attempt to impose an impossible standard on  
23 municipalities that cannot withstand legal scrutiny.

24 Accordingly, the imposition of the non-storm water “discharge prohibition” is not  
25 only an attempt to impose an obligation that goes beyond the requirements of federal law,  
26 but equally important, represents an attempt to impose provisions that go beyond what is  
27 “practicable,” and in this case, beyond what is “feasible.” Because the law does not compel  
28 doing the impossible, the non-storm water “discharge prohibition” in the Permit, as

1 interpreted in the Revised Draft Order, must be revised to be consistent with the law.

2 **IV. A “ZERO” DISCHARGE LIMIT FOR NON-STORM WATER IS NOT**  
3 **REQUIRED UNDER THE CWA AND IS INCONSISTENT WITH CWC**  
4 **§§ 13000, 13241 AND 13263**

5 As explained, the effect of the Revised Draft Order’s interpretation of the Discharge  
6 Prohibition provisions of the Permit is to impose a “zero” discharge limitation on non-  
7 exempt, non-storm water discharges. Such a requirement is clearly not required under the  
8 Clean Water Act, and is, on its face, also inconsistent with the requirements of the Porter-  
9 Cologne Act, namely, CWC sections 13000, 13241 and 13263.

10 Section 1342(p)(3)(B) of the CWA entitled “Municipal Discharge” provides, in its  
11 entirety, as follows:

12 Permits for discharges from municipal storm sewers –

13 (i) may be issued on a system– or jurisdictional– wide basis;

14 (ii) shall include a requirement to effectively prohibit non-  
15 stormwater discharges into the storm sewers; and

16 (iii) shall require controls to reduce the discharge of pollutants  
17 to the maximum extent practicable, including management  
18 practices, control techniques and system, design and engineering  
19 methods, and such other provisions as the Administrator or the State  
20 determines appropriate for the control of such pollutants.

21 (33 U.S.C. § 1342(p)(3)(B), emphasis added.)

22 Federal law thus only require that municipal storm sewer dischargers “reduce the  
23 discharge of pollutants to the maximum extent practicable” (“MEP”), and specifically does  
24 not require that such dischargers comply with numeric effluent limits, including a “zero”  
25 discharge limit for non-exempt, non-storm water discharges. (*See, e.g. Defenders, supra,*  
26 *191 F.3d 1159, 1165; also see Divers’ Environmental Conservation Organization v. State*  
27 *Water Resources Control Bd. (2006) 145 Cal.App.4th 246, 256.)*

28 Although “non-stormwater” is required to be “effectively prohibited” from entering  
“into” the MS4, the CWA does not treat discharges “from” the MS4 any differently if the  
“pollutants” in issue arose as a result of a “storm water” versus a “non-stormwater”

1 discharge. (33 U.S.C. § 1342(p)(3)(B)(iii).) Instead, under the CWA, regardless of the  
2 nature of the discharge, *i.e.*, be it “storm water” or alleged “non-stormwater,” the MEP  
3 standard continues to apply. (*Id.*)

4 The only difference in the requirements to be imposed upon the municipalities  
5 between “storm water” and “non-stormwater,” involves the need for municipalities to adopt  
6 and implement ordinances and to take appropriate enforcement actions in order to  
7 “effectively prohibit non-stormwater discharges into the” MS4. (See e.g., 40 CFR  
8 122.26(d)(1)(3)(A) [*“use of ordinances, guidance or other controls which limited the*  
9 *discharge of non-storm water discharges to any Publicly Owned Treatment Works serving*  
10 *the same area as the municipal separate storm sewer system”*]; 40 CFR 122.26(d)(2)(i)(B)  
11 [*“Prohibit through ordinance, order or similar means, illicit discharges to the municipal*  
12 *separate storm sewer”*].)

13 Accordingly, the attempt to impose a “zero” effluent limit of non-exempt, non-storm  
14 water to “receiving waters,” rather than only requiring the Permittees to adopt ordinances  
15 and take other appropriate enforcement measures to “effectively prohibit” non-storm water  
16 from entering its MS4 (33 USC § 1342(p)(3)(B)(ii)), exceeds federal law and is not  
17 authorized under State law. As such, the Permit, as written and interpreted by the State  
18 Board in the Revised Draft Order, imposes requirements on the Permittees that are not  
19 requirements under the Clean Water Act. Similarly, such requirements were not developed  
20 in accordance with the Porter-Cologne Act.

21 CWC sections 13241, 13263 and 13000 all directly or indirectly require a  
22 consideration of “economics,” as well as whether the terms in question are “reasonable  
23 achievable,” including a balancing of the benefit of the requirement versus the costs and  
24 other burdens of compliance, e.g., “*the total values involved, beneficial and detrimental,*  
25 *economic and social, tangible and intangible*” (CWC § 13000), the “*water quality*  
26 *conditions that could reasonably be achieved through the coordinated control of all*  
27 *factors which affect water quality in the area*” (CWC § 13241), and the need to “take into  
28 consideration the beneficial uses to be protected” and the “*water quality objectives*

1 *reasonably required for that purpose*” (CWC § 13263(a).)

2 Under the California Supreme Court’s holding in *Burbank v. State Board* (2005) 35  
3 Cal.4th 613 (“*Burbank*”), a regional board must consider the factors set forth in sections  
4 13263, 13241 and 13000 when adopting an NPDES Permit, unless consideration of those  
5 factors “would justify including restrictions that do not comply with federal law.” (*Id.* at  
6 627.) As stated by the *Burbank* Court, “*Section 13263 directs Regional Boards, when*  
7 *issuing waste discharge requirements, to take into account various factors including*  
8 *those set forth in Section 13241.*” (*Id.* at 625, emphasis added.) Specifically, the *Burbank*  
9 Court held that to the extent the NPDES Permit provisions in that case were not compelled  
10 by federal law, the Boards were required to consider their “economic” impacts on the  
11 dischargers themselves, with the Court finding that such requirement means that the Water  
12 Boards must analyze the “*discharger’s cost of compliance.*” (*Id.* at 618.)

13 The Court in *Burbank* thus interpreted the need to consider “economics” as requiring  
14 a consideration of the “cost of compliance” on the cities involved in that case. (*Id.* at 625  
15 [“The plain language of *Sections 13263 and 13241* indicates the Legislature’s intent in  
16 1969, when these statutes were enacted, that a regional board *consider the costs of*  
17 *compliance when setting effluent limitations in a waste water discharge permit.*”].)

18 With the language in the Permit, as now interpreted by the State Board in the Revised  
19 Draft Order, to impose a “zero” effluent limit for non-exempt, non-storm water discharges  
20 to a “receiving water,” the requirements in the Porter-Cologne Act must be met. Because  
21 there is nothing in the administrative record, nor could there be, to show that such a “zero”  
22 limit on the Permittees is reasonably and economically achievable, the discharge prohibition  
23 requirement is plainly contrary to law.

24 **V. COMPLIANCE WITH CWC §§ 13267, 13225 & 13165 DOES NOT STAND**  
25 **“AS AN OBSTACLE TO THE ACCOMPLISHMENT OF THE FULL**  
26 **PURPOSES AND OBJECTIVES OF” THE CWA**

27 Under California law, before any monitoring, reporting, investigation and study  
28 requirements may be imposed upon a Permittee, a cost/benefit analysis must be conducted

1 and no such requirements can be imposed unless the Regional Board has first shown that the  
2 burden, including the costs of these requirements, “bear a reasonable relationship” to their  
3 need. (See CWC § 13267.) Section 13225(c) mandates that the Regional Board similarly  
4 conduct a cost/benefit analysis if it requires *a local agency* to investigate and report on  
5 technical factors involved with water quality. Section 13225(c) of the Water Code requires  
6 that each regional board, with respect to its region, shall:

7 (c) Require as necessary any state or local agency to investigate  
8 and report on any technical factors involved in water quality control  
9 or to obtain and submit analyses of water; **provided that the**  
10 **burden, including costs, of such reports shall bear a reasonable**  
11 **relationship to the need for the report and the benefits to be**  
12 **obtained therefrom.**

13 (§ 13225(c) [emphasis added]; *see also* § 13165 [imposing this same requirement on the  
14 State Board where it requires a “local agency” to “investigate and report on any technical  
15 factors involved in water quality control; *provided that the burden, including costs, of such*  
16 *reports shall bear a reasonable relationship to the need for the reports and the benefits to*  
17 *be obtained therefrom*”].)

18 Despite this, with regard to the monitoring and reporting program requirements in  
19 Parts VI.B and VI.E.5 of the Permit, New Footnote 192 of the Revised Draft Order (p. 71)  
20 improperly suggests that CWC sections 13267, 13225 and 13165 do not apply to the  
21 Permit’s monitoring and reporting program:

22 Permittee Petitioners argue that the cost considerations of Water  
23 Code section 13225 and 13267 are relevant to the Los Angeles MS4  
24 Order notwithstanding the fact that it was issued under federal  
25 authority because the requirements of those section are not  
26 inconsistent with the requirements of section 13383. (See Water  
27 Code, § 13372, subd. (a) (“To the extent other provisions of this  
28 division are consistent with the requirements for state programs . . .  
those provisions apply . . .”).) This exact assertion was taken up by  
the trial court in litigation challenging the 2001 Los Angeles MS4  
Order and decided in favor of the Los Angeles Water Board. The  
trial court stated: “As noted in *Silkwood v. Kerr-McGee Corp.*  
(1984) 464 U.S. 238, the Court held, in part: ‘state law is still  
preempted . . . where the state law stands as an obstacle to the  
accomplishment of the full purposes and objectives of Congress.’  
(464 U.S. at p. 248.) Applying Water Code section 13225 and  
13267 would stand, in other words of *Silkwood* as: ‘an obstacle to  
the accomplishments of the full purposes and objectives of [the  
federal law].’ (*Ibid.*) (*In re Los Angeles County Municipal Storm*

1                    *Water Permit Litigation* (L.A. Super. Ct., No. BS 080548, Mar. 24,  
2                    2005) Statement of Decision from Phase II Trial on Petitions for  
3                    Writ of Mandate, at pp. 19-20). (Revised Draft Order, p. 71, fn  
4                    192.)

5                    Yet, the Revised Draft Order fails to provide any basis for its assertion that  
6                    California law “stands as an obstacle to the accomplishment of the full purposes and  
7                    objectives of [the federal law].” (Revised Draft Order, p. 71, fn. 192.) Rather, it cites, in  
8                    footnote 191, a litany of federal regulations and statutes under which the monitoring  
9                    provisions of the Permit were allegedly established. (See 33 U.S.C. §§ 1318, 1342(a)(2); 40  
10                    C.F.R. §§ 122.26(d)(2)(i)(F), 122.26(d)(2)(iii)(D), 122.41(h), 122.41(j), 122.41(l), 122.42(c),  
11                    122.44(i), 122.48.) However, these regulations and statutes say nothing about relieving the  
12                    Regional Board of its obligation to otherwise comply with State law. Indeed, there is  
13                    nothing in the referenced federal regulations that conflicts with State law or that require the  
14                    specific monitoring requirements provided for in the Subject Permit, nor do the federal  
15                    regulations provide that further requirements imposed upon administering agencies under  
16                    State law are *not* to be complied with.

17                    Moreover, in accordance with CWC section 13372(a), only those requirements  
18                    “required under” the Clean Water Act and which are “inconsistent” with the other  
19                    requirements of the Porter-Cologne Act outside of Chapter 5.5, may be avoided by the  
20                    Regional Board in issuing an NPDES Permit. The Revised Draft Order points to no federal  
21                    law or regulatory requirement imposing the particular monitoring requirements imposed  
22                    upon the Permittees, nor does federal law prohibit the conducting of a “cost/benefit”  
23                    analysis under the present circumstances. Thus the requirements of sections 13225 and  
24                    13267 must be complied with prior to imposing the monitoring obligations in issue.

25                    Rather than conflicting with State law, consideration of costs when imposing permit  
26                    conditions that *meet* or *exceed* federal standards is entirely consistent with the Clean Water  
27                    Act’s purposes and objectives. (See, e.g., 33 U.S.C. § 1311, subd. (m) [allowing a permit  
28                    issued under Clean Water Act section 402 to modify certain effluent limitations in a permit  
                     where the cost of meeting requirements exceeds the benefits to be obtained by an



1 unreasonable amount]; see also *Entergy Corp. v. Riverkeeper, Inc.* (2009) 556 U.S. 208, 222  
2 [the Clean Water Act’s silence regarding factors to consider when implementing the Act “is  
3 meant to convey nothing more than a refusal to tie the agency’s hands as to whether cost-  
4 benefit analysis should be used, and if so to what degree.”]; *City of Burbank v. State Water  
5 Resources Control Board* (2005) 35 Cal.4th 613, 627 [prohibiting consideration of  
6 “economic factors to justify imposing pollutant restrictions that are less stringent than the  
7 applicable federal standards require”].) Indeed, in certain circumstances, the Act expressly  
8 allows cost consideration in furtherance of its objectives. (*See e.g.*, 33 U.S.C. § 1311.)

9       Moreover, the federal regulatory requirements under the Clean Water Act are  
10 consistent with the “cost/benefit” analysis required by Sections 13225 and 13267 by  
11 providing that municipalities should describe in its permit application its “budget for  
12 existing storm water programs, including an overview of the municipality’s financial  
13 resources and budget, including overall indebtedness and assets, and sources of funds for  
14 storm water programs.” (40 C.F.R. § 122.26(d)(1)(vi)(A).) Yet, the Regional Board failed  
15 to comply with the cost/benefit requirements under said Sections, and thus acted in excess  
16 of its authority and contrary to law. The Revised Draft Order is in error in its analysis of  
17 this deficiency with the Permit.

18       With this Permit, at least four Regional Board Member raised concerns with the  
19 “cost” of the Permit at the Hearing. (*See e.g.*, Regional Board Hearing Transcript, pp.  
20 218:6-7 [“I’m concerned about the cost”], 240:4-9 [“What if the costs are completely blown  
21 out of the park, and it’s a really serious problem for the cities and they just can’t, you know,  
22 for budgetary reasons, they just can’t do the things that the permit requires them to do?”],  
23 251:11-15 [“And I know that some of my colleagues already touched upon it, but I think we  
24 need to take it very seriously because the truth of the matter is . . . that cities – many smaller  
25 cities specifically are really facing borderline bankruptcies”], 257:14-17 [“So I would really  
26 appreciate, as we move forward, you know, to do a much better job with looking at the cost  
27 – the true cost and benefits in the economics of water quality.”].)

28       In part to address these concerns, a Board/Staff attorney proceeded to advise the

1 Board (wrongly) that the Board should not be conducting, and was not required to conduct,  
2 a cost/benefit analysis. (Transcript, p. 259, [“ But just to summarize it, there's no cost  
3 benefit analysis, so I just wanted to let you know.”].) In short, the Board was wrongly  
4 advised by its Staff’s attorney that there was no obligation on the part of the Board to  
5 conduct any form of cost-benefit analysis, presumably including a cost benefit analysis as  
6 required under CWC sections 13225, 13165 or 13267.

7 Of course the requirement for the Regional Board to have considered “the burden,  
8 including costs” of the reporting and monitoring obligations under the Permit, and whether  
9 those costs “bear a reasonable relationship to the need for the report and the benefits to be  
10 obtained therefrom” (CWC § 13225(a), 13165 and 13267), cannot rightfully be  
11 characterized as anything other than as a cost-benefit analysis. As such, the Regional Board  
12 erred in failing to conduct any form of cost-benefit analysis.

13 Because a cost/benefit analysis as required by CWC sections 13225, 13267 and  
14 13165 was not conducted, *i.e.*, because the evidence does not support a determination that  
15 the burden, including the costs of all of the monitoring, investigations, studying and  
16 reporting obligations in the Permit, bore a “reasonable relationship” to the need for this  
17 information, the Permit was not adopted in accordance with law, and the Revised Draft  
18 Order’s determinations in this regard are in error.

19 **VI. A PERMITTEE CAN ONLY LAWFULLY BE FOUND TO BE**  
20 **“SEVERALLY” RESPONSIBLE FOR CONTRIBUTING TO A COMINGLED**  
21 **EXCEEDANCE, AND THE BURDEN MUST BE ON THE REGIONAL**  
22 **BOARD TO PROVE THE CONTRIBUTION**

23 By changing various references from “~~liability~~” to “responsibility” (see Revised  
24 Draft Order, pp. 72-75), the Revised Draft Order further fuels confusion by indicating that  
25 “joint responsibility” is presumed in the Permit, yet suggests that the Permit “does not  
26 impose such a joint responsibility regime” that “would require each Permittee to take full  
27 responsibility for addressing violations, regardless of whether, and to what extent, each  
28 permitted contributed to the violation.” (Revised Draft Order, p. 74.) This confusion

1 appears to be the result of the Revised Draft Order’s misunderstanding of the meaning of  
2 “joint and several liability,” “joint liability,” and “several liability.”

3 If defendants are “jointly and severally liable,” the plaintiff may collect his or her  
4 entire damages from any one of them, and the defendants must then rely on principles of  
5 indemnity or contribution to apportion ultimate liability amongst themselves. (See  
6 *American Motorcycle Assn. v. Superior Court of Los Angeles County* (1978) 20 Cal. 3d 578,  
7 586–590.) In contrast, if defendants are “severally liable” only, an obligation is divided  
8 amongst them in proportion to their liability; the plaintiff is entitled to collect from each  
9 only the part that corresponds to the liability of each. (See Civ. Code § 1431.2(a); *Douglas*  
10 *v. Bergere* (1949) 94 Cal. App. 2d 267, 270.)<sup>1</sup>

11 By using the term “joint” instead of “several” in reference to a Permittee’s  
12 “responsibility,” the Revised Draft Order undermines its own assertion that the Permit “does  
13 not require each permittee to take full responsibility for addressing violations, regardless of  
14 whether, and to what extent, each permittee contributed to the violation.” If the Revised  
15 Draft Order means what it says, i.e., that it does not “require each Permittee to take full  
16 responsibility for addressing violations, regardless of whether, and to what extent, each  
17 permitted contributed to the violation,” it should substitute its use of the term “joint  
18 responsibility” with “several responsibility” and revise the Permit to make it clear that  
19 several responsibility (as opposed to joint responsibility) applies to the Permittees.

20 Moreover, the theory of a presumed violation of law for a comingled exceedance is  
21 plainly a theory that is contrary to the clear terms of the Clean Water Act and the Porter-  
22 Colon Act; and worse, violates fundamental principles of due process of law. Indeed, as  
23 written, the Permit conflicts with the various cases confirming that the Regional Board has  
24 the burden of proofing liability against an individual Permittee, regardless of whether or not  
25 there is a comingled exceedance. Furthermore, the Revised Draft Order fails to address the  
26

27 <sup>1</sup> Joint liability only (as opposed to joint and several liability) is a concept that has little or  
28 no application under current law and must be read as referring to joint and several liability.  
(25 California Forms of Pleading and Practice (Matthew Bender 2010) § 300.14; 5  
California Torts (Matthew Bender 2009) § 74.04[1].)

1 fact that there is no such thing as “presumed” liability, nor joint and several liability, under  
2 either the Clean Water Act or the Porter-Cologne Act. (See e.g., *Rapanos v. United States*  
3 (2006) 547 U.S. 715, 745 [ “[T]he agency must prove that the contaminant-laden waters  
4 ultimately reach covered waters”]; *Sackett v. E.P.A.* (9<sup>th</sup> Cir. 2010) 622 F.3d 1139, 1145-47  
5 [“We further interpret the CWA to require that penalties for noncompliance with a  
6 compliance order be assessed only after the EPA proves, in district court, and according to  
7 traditional rules of evidence and burdens of proof, that the defendants violated the CWA in  
8 the manner alleged in the compliance order”] [reversed on other grounds, *Sackett v. E.P.A.*  
9 (2012) 132 S. Ct. 1367]; *U.S. v. Range Prod. Co.* (N.D. Tx. 2011) 793 F. Supp 2d 814, 823  
10 [court expressed doubt that civil penalties can be obtained without EPA ever proving  
11 defendant actually caused contamination]; *In the Matter of Vos*, 2009 EPA ALJ LEXIS 8.)

12 Moreover, California Evidence Code section 500 provides that, “[e]xcept as  
13 otherwise provided by law, a party has the burden of proof as to each fact the existence or  
14 nonexistence of which is essential to the claim for relief or defense that he is asserting.”  
15 The Revised Draft Order fails to identify anything in the Porter-Cologne Act that would  
16 otherwise provide for the burden to be shifted to a Permittee.

17 California Courts interpreting the Porter-Cologne Act have confirmed that a plaintiff  
18 bears the burden of proving a violation. (See, *State of California v. City and County of San*  
19 *Francisco* (1979) 94 Cal.App.3d 522, 530 [“once plaintiff had proved that there had been a  
20 discharge in violation of the Water Code it became defendant’s burden to establish, by a  
21 preponderance of the evidence, that the amount of penalty imposed should be less than the  
22 maximum”].) *City and County of San Francisco* clearly shows that even if a burden is  
23 shifted, it is shifted only *after* the actual violation is first proven *by plaintiff*.

24 The cases all clearly show that liability under either the CWA or the Porter-Cologne  
25 Act triggers constitutional protections, and that the burden is on a plaintiff to prove a  
26 violation of one of these statutes, not the other way around. The regulations, furthermore,  
27 show quite conclusively that a particular alleged violation is only responsible for its own  
28 discharges and not discharges of others. (40 C.F.R. § 122.26(a)(3)(vi).)

1 It should also be recognized that an action to impose penalties under the CWA is  
2 quasi-criminal. (See e.g., *U.S. v. Bay-Houston Towing Co.* (2002) 197 F. Supp. 2d 788  
3 [“civil penalties may be considered ‘quasi criminal’ in nature”]; see also *In re Witherspoon*  
4 (1984) 162 Cal.App.3d 1000, 1001 [“A civil contempt proceeding is criminal in nature  
5 because of the penalties that may be imposed”].) In quasi-criminal actions, where penalties  
6 are imposed, the accused is entitled to the presumption of innocence until proven guilty.  
7 (See e.g., *In re Witherspoon* (1984) 162 Cal.App.3d 1000, 1002; *Bennett v. Superior Court*  
8 (1946) 73 Cal.App.2d 203.) “The presumption of innocence ... [is] fundamental to the  
9 Anglo-American system of law.” (5 Witkin Cal. Crim. Law Crim. Trial § 624.)


10 It is clear that the concept of “presumed guilt” is not an accepted principle of justice  
11 within the American System of Jurisprudence in the assessment of penalties under the CWA  
12 or otherwise. Presuming a Permittee is “jointly responsible” for a violation and subject to  
13 penalties, whenever there is a co-mingled exceedance thus violates basic tenants of due  
14 process of law, plain statutory requirements and well-established precedent. All such terms  
15 are contrary to law and the Revised Draft Order should be modified to limit a Permittees  
16 responsibility for exceedances found in a co-mingled plume, to “several” liability only.

## 17 VII. CONCLUSION

18 For the foregoing reasons, the Cities respectfully contend that the Revised Draft  
19 Order has added a number of new legal assertions and interpretations of the subject Permit  
20 that are inconsistent with law, and as such, continue to request that the provisions of the  
21 Permit challenged in the Cities’ Petition for Review and supporting points and authorities be  
22 revised in accordance with law, and that the procedural deficiencies in the Permit adoption  
23 process be corrected.

24 Respectfully submitted  
25 RUTAN & TUCKER, LLP

26 Dated: June 1, 2015

27 By:   
28 Richard Montevideo  
Attorneys for Petitioners

**SWRCB/OCC FILE NOS. A-2236(a) through (kk)  
PETITIONERS AND THEIR COUNSEL OF RECORD CONTACT LIST  
EXHIBIT A**

**City of San Marino [A-2236(a)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of San Marino  
c/o Mr. John Schaefer, City Manager  
2200 Huntington Drive  
San Marino, CA 91108  
[jschaefer@cityofsanmarino.org](mailto:jschaefer@cityofsanmarino.org)

**City of Rancho Palos Verdes [A-2236(b)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail only]**

City of Rancho Palos Verdes  
c/o City Manager  
30940 Hawthorne Boulevard  
Rancho Palos Verdes, CA 90275

**City of South El Monte [A-2236(c)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail only]**

City of South El Monte  
c/o City Manager  
1415 N. Santa Anita Avenue  
South El Monte, CA 91733

**City of Norwalk [A-2236(d)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail only]**

City of Norwalk  
c/o Mr. Michael J. Egan, City Manager  
12700 Norwalk Boulevard  
Norwalk, CA 90650

**City of Artesia [A-2236(e)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail only]**

City of Artesia  
c/o Interim City Manager  
18747 Clarkdale Avenue  
Artesia, CA 90701

**City of Torrance [A-2236(f)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Torrance  
c/o Mr. LeRoy J. Jackson, City Manager  
3031 Torrance Boulevard, Third Floor  
Torrance, CA 90503  
[ljackson@torranceca.gov](mailto:ljackson@torranceca.gov)

**[via U.S. Mail and email]**

City of Torrance  
c/o Mr. Robert J. Beste, Public Works Director  
20500 Madrona Avenue  
Torrance, CA 90503  
[rbeste@torranceca.gov](mailto:rbeste@torranceca.gov)



**City of Beverly Hills [A-2236(g)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Beverly Hills  
c/o City Manager  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
[jkolin@beverlyhills.org](mailto:jkolin@beverlyhills.org)

**City of Hidden Hills [A-2236(h)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Hidden Hills  
c/o City Manager  
6165 Spring Valley Road  
Hidden Hills, CA 91302  
[staff@hiddenhillscity.org](mailto:staff@hiddenhillscity.org)

**City of Claremont [A-2236(i)]:**

**[via U.S. Mail and email]**

Shawn Hagerty, Esq.  
J.G. Andre Monette, Esq.  
Rebecca Andrews, Esq.  
Best Best & Krieger, LLP  
655 West Broadway, 15th Floor  
San Diego, CA 92101  
[andre.monette@bbklaw.com](mailto:andre.monette@bbklaw.com)

**[via U.S. Mail only]**

City of Claremont  
c/o Mr. Brian Desatnik  
Director of Community Development  
207 Harvard Avenue  
Claremont, CA 91711  
[bdesatnik@ci.claremont.ca.us](mailto:bdesatnik@ci.claremont.ca.us)

**City of Arcadia [A-2236(i)]:**

**[via U.S. Mail and email]**

Shawn Hagerty, Esq.  
J.G. Andre Monette, Esq.  
Rebecca Andrews, Esq.  
Best Best & Krieger, LLP  
655 West Broadway, 15th Floor  
San Diego, CA 92101  
[andre.monette@bbklaw.com](mailto:andre.monette@bbklaw.com)

**[via U.S. Mail and email]**

City of Arcadia  
c/o Mr. Dominic Lazzaretto, City Manager  
240 West Huntington Drive  
P.O. Box 60021  
Arcadia, CA 91066  
[dlazzaretto@ci.arcadia.ca.us](mailto:dlazzaretto@ci.arcadia.ca.us)

**[via U.S. Mail and email]**

City of Arcadia  
c/o Mr. Tom Tait  
Director of Public Works Services  
240 West Huntington Drive  
P.O. Box 60021  
Arcadia, CA 91066  
[ttait@ci.arcadia.ca.us](mailto:ttait@ci.arcadia.ca.us)

**Cities of Duarte and Huntington Beach [A-2236(k)]:**

**[via U.S. Mail and email]**

Richard Montevideo, Esq.  
Joseph Larsen, Esq.  
Rutan & Tucker, LLP  
611 Anton Boulevard, Suite 1400  
Costa Mesa, CA 92626  
[rmontevideo@rutan.com](mailto:rmontevideo@rutan.com)

**[via U.S. Mail and email]**

City of Duarte  
c/o Mr. Darrell George, City Manager  
1600 Huntington Drive  
Duarte, CA 91010  
[georged@accessduarte.com](mailto:georged@accessduarte.com)

**[via U.S. Mail only]**

City of Huntington Park  
c/o Mr. René Bobadilla, City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

**City of Glendora [A-2236(l)]:**

**[via U.S. Mail and email]**

D. Wayne Leech, Esq.  
City Attorney, City of Glendora  
Leech & Associates  
11001 E. Valley Mall #200  
El Monte, CA 91731  
[wayne@leechlaw.com](mailto:wayne@leechlaw.com)

**[via U.S. Mail and email]**

City of Glendora  
c/o Mr. Chris Jeffers, City Manager, and  
Mr. Dave Davies, Director of Public Works  
116 East Foothill Boulevard  
Glendora, CA 91741-3380  
[city\\_manager@ci.glendora.ca.us](mailto:city_manager@ci.glendora.ca.us)  
[ddavies@ci.glendora.ca.us](mailto:ddavies@ci.glendora.ca.us)

**NRDC, Heal the Bay and Los Angeles Waterkeeper [A-2236(m)]:**

**[via U.S. Mail and email]**

Steve Fleischli, Esq.  
Noah Garrison, Esq.  
Natural Resources Defense Council, Inc.  
1314 Second Street  
Santa Monica, CA 90401  
[sfleischli@nrdc.org](mailto:sfleischli@nrdc.org)  
[ngarrison@nrdc.org](mailto:ngarrison@nrdc.org)

**[via U.S. Mail and email]**

Liz Crosson, Esq.  
Tatiana Gaur, Esq.  
Los Angeles Waterkeeper  
120 Broadway, Suite 105  
Santa Monica, CA 90401  
[liz@lawaterkeeper.org](mailto:liz@lawaterkeeper.org)  
[tgaur@lawaterkeeper.org](mailto:tgaur@lawaterkeeper.org)

**[via U.S. Mail and email]**

Kirsten James, Esq.  
Heal the Bay  
1444 9th Street  
Santa Monica, CA 90401  
[kjames@healthebay.org](mailto:kjames@healthebay.org)

**City of Gardena [A-2236(n)]:**

**[via U.S. Mail and email]**

Cary S. Reisman, Esq.  
Assistant City Attorney  
City of Gardena  
Wallin, Kress, Reisman & Kranitz, LLP  
2800 28th Street, Suite 315  
Santa Monica, CA 90405  
[cary@wkrklaw.com](mailto:cary@wkrklaw.com)

**[via U.S. Mail and email]**

City of Gardena  
c/o Mr. Mitch Lansdell, City Manager  
1700 West 162nd Street  
Gardena, CA 90247  
[mlansdell@ci.gardena.ca.us](mailto:mlansdell@ci.gardena.ca.us)

**City of Bradbury [A-2236(o)]:**

**[via U.S. Mail and email]**

Cary S. Reisman, Esq.  
City Attorney  
City of Bradbury  
Wallin, Kress, Reisman & Kranitz, LLP  
2800 28th Street, Suite 315  
Santa Monica, CA 90405  
[cary@wkrklaw.com](mailto:cary@wkrklaw.com)

**[via U.S. Mail and email]**

City of Bradbury  
c/o Ms. Michelle Keith, City Manager  
600 Winston Avenue  
Bradbury, CA 91008  
[mkeith@cityofbradbury.org](mailto:mkeith@cityofbradbury.org)

**City of Westlake Village [A-2236(p)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Westlake Village  
c/o City Manager  
31200 Oak Crest Drive  
Westlake Village, CA 91361  
[ray@wlv.org](mailto:ray@wlv.org)  
[beth@wlv.org](mailto:beth@wlv.org)

**City of La Mirada [A-2236(q)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of La Mirada  
c/o City Manager  
13700 La Mirada Boulevard  
La Mirada, CA 90638  
[citycontact@cityoflamirada.org](mailto:citycontact@cityoflamirada.org)

**City of Manhattan Beach [A-2236(r)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Manhattan Beach  
c/o City Manager  
1400 Highland Avenue  
Manhattan Beach, CA 90266  
[cm@citymb.info](mailto:cm@citymb.info)

**City of Covina [A-2236(s)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Covina  
c/o City Manager  
125 East College Street  
Covina, CA 91273  
[vcastro@covinaca.gov](mailto:vcastro@covinaca.gov)

**City of Vernon [A-2236(t)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Vernon  
c/o City Manager  
4305 South Santa Fe Avenue  
Vernon, CA 90058  
[carellano@ci.vernon.ca.us](mailto:carellano@ci.vernon.ca.us)

**City of El Monte [A-2236(u)]:**

**[via U.S. Mail and email]**

Ricardo Olivarez, Esq.  
City Attorney  
City of El Monte  
11333 Valley Boulevard  
El Monte, CA 91734-2008  
[rolivarez@ogplaw.com](mailto:rolivarez@ogplaw.com)

**[via U.S. Mail and email]**

City of El Monte  
c/o Mr. Dayle Keller, Interim City Manager  
11333 Valley Boulevard  
El Monte, CA 91731  
[dkeller@ci.el-monte.ca.us](mailto:dkeller@ci.el-monte.ca.us)

**City of Monrovia [A-2236(v)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Monrovia  
c/o City Manager  
415 South Ivy Avenue  
Monrovia, CA 91016  
[cityhall@ci.monrovia.ca.us](mailto:cityhall@ci.monrovia.ca.us)



**City of Agoura Hills [A-2236(w)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail only]**

City of Agoura Hills  
c/o City Manager  
30001 Ladyface Court  
Agoura Hills, CA 91301

**City of Pico Rivera [A-2236(x)]:**

**[via U.S. Mail and email]**

Anthony Marinaccio, Esq.  
Alvarez-Glasman & Colvin  
13181 Crossroads Parkway North  
West Tower, Suite 400  
City of Industry, CA 91746  
[amarinaccio@agclawfirm.com](mailto:amarinaccio@agclawfirm.com)

**[via U.S. Mail and email]**

City of Pico Rivera  
c/o Mr. Ron Bates, City Manager  
and Mr. Arturo Cervantes,  
Director of Public Works  
6615 Passons Boulevard  
Pico Rivera, CA 90660  
[rbates@pico-rivera.org](mailto:rbates@pico-rivera.org)  
[acervantes@pico-rivera.org](mailto:acervantes@pico-rivera.org)

**City of Carson [A-2236(y)]:**

**[via U.S. Mail and email]**

William W. Wynder, Esq., City Attorney  
Aleshire & Wynder, LLP  
2361 Rosecrans Avenue, Suite 475  
El Segundo, CA 90245  
[wwynder@awattorneys.com](mailto:wwynder@awattorneys.com)

**[via U.S. Mail and email]**

David D. Boyer, Esq., Special Counsel  
Wesley A. Miliband, Esq., Special Counsel  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612  
[dboyer@awattorneys.com](mailto:dboyer@awattorneys.com)  
[wmiliband@awattorneys.com](mailto:wmiliband@awattorneys.com)

**[via U.S. Mail and email]**

City of Carson  
c/o Mr. David C. Biggs, City Manager  
701 E. Carson Street  
Carson, CA 90745  
[dbiggs@carson.ca.us](mailto:dbiggs@carson.ca.us)

**[via U.S. Mail and email]**

City of Carson  
c/o Mr. Farrokh Abolfathi, P.E.  
Principal Civil Engineer  
701 E. Carson Street  
Carson, CA 90745  
[fabolfathi@carson.ca.us](mailto:fabolfathi@carson.ca.us)

**[via U.S. Mail and email]**

City of Carson  
c/o Ms. Patricia Elkins  
Storm Water Quality Programs Manager  
701 E. Carson Street  
Carson, CA 90745  
[pelkins@carson.ca.us](mailto:pelkins@carson.ca.us)

**City of Lawndale [A-2236(z)]:**

**[via U.S. Mail and email]**

Tiffany J. Israel, Esq.  
City Attorney, City of Lawndale  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612  
[tisrael@awattorneys.com](mailto:tisrael@awattorneys.com)

**[via U.S. Mail and email]**

David D. Boyer, Esq., Special Counsel  
Wesley A. Miliband, Esq., Special Counsel  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612  
[dboyer@awattorneys.com](mailto:dboyer@awattorneys.com)  
[wmiliband@awattorneys.com](mailto:wmiliband@awattorneys.com)

**[via U.S. Mail and email]**

City of Lawndale  
c/o Mr. Stephen Mandoki, City Manager  
14717 Burin Avenue  
Lawndale, CA 90260  
[smandoki@lawndalecity.org](mailto:smandoki@lawndalecity.org)

**[via U.S. Mail and email]**

City of Lawndale  
c/o Mr. Nasser Abbaszadeh  
Director of Public Works  
14717 Burin Avenue  
Lawndale, CA 90260  
[nabbaszadeh@lawndalecity.org](mailto:nabbaszadeh@lawndalecity.org)

**City of Commerce [A-2236(aa)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwqlaw.com](mailto:lbond@rwqlaw.com)  
[clee@rwqlaw.com](mailto:clee@rwqlaw.com)  
[abrady@rwqlaw.com](mailto:abrady@rwqlaw.com)

**[via U.S. Mail and email]**

City of Commerce  
c/o Mr. Jorge Rifa, City Administrator  
2535 Commerce Way  
Commerce, CA 90040  
[jorger@ci.commerce.ca.us](mailto:jorger@ci.commerce.ca.us)

**City of Pomona [A-2236(bb)]:**

**[via U.S. Mail and email]**

Andrew L. Jared, Esq.  
Anthony Marinaccio, Esq.  
Alvarez-Glasman & Colvin  
13181 Crossroads Parkway North  
West Tower, Suite 400  
City of Industry, CA 91746  
[andrew@agclawfirm.com](mailto:andrew@agclawfirm.com)  
[amarinaccio@agclawfirm.com](mailto:amarinaccio@agclawfirm.com)

**[via U.S. Mail only]**

City of Pomona  
c/o Ms. Linda Lowry, City Manager  
and Ms. Julie Carver,  
Environmental Programs Coordinator  
P.O. Box 660  
505 S. Garey Avenue  
Pomona, CA 91766

**City of Sierra Madre [A-2236(cc)]:**

**[via U.S. Mail and email]**

Teresa L. Highsmith, Esq., City Attorney  
Holly O. Whatley, Esq.  
Colantuono & Levin, PC  
300 South Grand Avenue, Suite 2700  
Los Angeles, CA 90071-3137  
[thighsmith@cllaw.us](mailto:thighsmith@cllaw.us)  
[hwhatley@cllaw.us](mailto:hwhatley@cllaw.us)

**[via U.S. Mail only]**

City of Sierra Madre  
c/o Ms. Elaine Aguilar, City Manager  
232 West Sierra Madre Boulevard  
Sierra Madre, CA 91024

**City of Downey [A-2236(dd)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Downey  
c/o Yvette M. Abich Garcia, Esq.  
City Attorney  
11111 Brookshire Avenue  
Downey, CA 90241  
[ygarcia@downeyca.org](mailto:ygarcia@downeyca.org)

**[via U.S. Mail and email]**

City of Downey  
c/o Mr. Jason Wen, Ph.D., P.E.  
Utilities Superintendent  
9252 Stewart and Gray Road  
Downey, CA 90241  
[jwen@downeyca.org](mailto:jwen@downeyca.org)

**City of Inglewood [A-2236(ee)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Inglewood  
c/o City Manager  
One Manchester Boulevard  
Inglewood, CA 90301  
[lamimoto@cityofinglewood.org](mailto:lamimoto@cityofinglewood.org)  
[brai@cityofinglewood.org](mailto:brai@cityofinglewood.org)  
[latwell@cityofinglewood.org](mailto:latwell@cityofinglewood.org)  
[jalewis@cityofinglewood.org](mailto:jalewis@cityofinglewood.org)  
[csaunders@cityofinglewood.org](mailto:csaunders@cityofinglewood.org)  
[afields@cityofinglewood.org](mailto:afields@cityofinglewood.org)

**City of Lynwood [A-2236(ff)]:**

**[via U.S. Mail and email]**

Fred Galante, Esq., City Attorney  
David D. Boyer, Esq., Special Counsel  
Wesley A. Miliband, Esq., Special Counsel  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612  
[dboyer@awattorneys.com](mailto:dboyer@awattorneys.com)  
[wmiliband@awattorneys.com](mailto:wmiliband@awattorneys.com)  
[fgalante@awattorneys.com](mailto:fgalante@awattorneys.com)

**[via U.S. Mail and email]**

City of Lynwood  
c/o Mr. Josef Kekula and Mr. Elias Saikaly  
Public Works Department  
11330 Bullis Road  
Lynwood, CA 90262  
[jkekula@lynwood.ca.us](mailto:jkekula@lynwood.ca.us)  
[esaikaly@lynwood.ca.us](mailto:esaikaly@lynwood.ca.us)

**City of Irwindale [A-2236(gg)]:**

**[via U.S. Mail and email]**

Fred Galante, Esq., City Attorney  
David D. Boyer, Esq., Special Counsel  
Wesley A. Miliband, Esq., Special Counsel  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612  
[dboyer@awattorneys.com](mailto:dboyer@awattorneys.com)  
[wmiliband@awattorneys.com](mailto:wmiliband@awattorneys.com)  
[fgalante@awattorneys.com](mailto:fgalante@awattorneys.com)

**[via U.S. Mail and email]**

City of Irwindale  
c/o Mr. Kwok Tam, City Engineer  
Public Works Department  
5050 North Irwindale Avenue  
Irwindale, CA 91706  
[ktam@ci.irwindale.ca.us](mailto:ktam@ci.irwindale.ca.us)

**City of Culver City [A-2236(hh)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail and email]**

City of Culver City  
c/o Mr. John Nachbar, City Manager  
9770 Culver Boulevard  
Culver City, CA 90232  
[john.nachbar@culvercity.org](mailto:john.nachbar@culvercity.org)

**City of Signal Hill [A-2236(ii)]:**

**[via U.S. Mail and email]**

David J. Aleshire, Esq., City Attorney  
David D. Boyer, Esq., Special Counsel  
Wesley A. Miliband, Esq., Special Counsel  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612  
[daleshire@awattorneys.com](mailto:daleshire@awattorneys.com)  
[dboyer@awattorneys.com](mailto:dboyer@awattorneys.com)  
[wmiliband@awattorneys.com](mailto:wmiliband@awattorneys.com)

**[via U.S. Mail and email]**

City of Signal Hill  
c/o Mr. Kenneth Farfsing, City Manager  
2175 Cherry Avenue  
Signal Hill, CA 90755  
[kfarfsing@cityofsignalhill.org](mailto:kfarfsing@cityofsignalhill.org)

**City of Redondo Beach [A-2236(jj)]:**

**[via U.S. Mail and email]**

Lisa Bond, Esq.  
Candice K. Lee, Esq.  
Andrew J. Brady, Esq.  
Richards, Watson & Gershon  
355 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
[lbond@rwglaw.com](mailto:lbond@rwglaw.com)  
[clee@rwglaw.com](mailto:clee@rwglaw.com)  
[abrady@rwglaw.com](mailto:abrady@rwglaw.com)

**[via U.S. Mail only]**

City of Redondo Beach  
c/o Mr. Bill Workman, City Manager  
415 Diamond Street  
Redondo Beach, CA 90277

**City of West Covina [A-2236(kk)]:**

**[via U.S. Mail and email]**

Anthony Marinaccio, Esq.  
Alvarez-Glasman & Colvin  
13181 Crossroads Parkway North  
West Tower, Suite 400  
City of Industry, CA 91746  
[amarinaccio@agclawfirm.com](mailto:amarinaccio@agclawfirm.com)

**[via U.S. Mail and email]**

City of West Covina  
c/o Mr. Andrew Pasmant, City Manager  
1444 West Garvey Avenue, Room 305  
West Covina, CA 91790  
[andrew.pasmant@westcovina.org](mailto:andrew.pasmant@westcovina.org)

**[via U.S. Mail and email]**

City of West Covina  
c/o Ms. Shannon Yauchzee  
Director of Public Works  
1444 West Garvey Avenue  
West Covina, CA 91790  
[shannon.yauchzee@westcovina.org](mailto:shannon.yauchzee@westcovina.org)



**Additional Interested Party By Request:**

**[via U.S. Mail only]**

Andrew R. Henderson, Esq.

General Counsel

Building Industry Legal Defense Foundation

17744 Sky Park Circle, Suite 170

Irvine, CA 92614

[ahenderson@biasc.org](mailto:ahenderson@biasc.org)