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Attorneys for Petitioner Air Pollution Control Officer of the Bay Area Air Quality Management District

FILED
SEP 11 2026
HEARING BOARD
BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

BEFORE THE HEARING BOARD OF THE

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

STATE OF CALIFORNIA

In the Matter of the AIR POLLUTION CONTROL OFFICER of the BAY AREA AIR QUALITY MANAGEMENT DISTRICT Petitioner, vs. ALL STAR SERVICE, INC., a California corporation *d/b/a* ALL STAR GASOLINE *a/k/a* ALL STAR GAS, and KELLY ENGINEER, an individual, Respondents. Re: All Star Gas [Facility Id. Nos. 107695, 112079, and 108775]	Docket No. 3780 **[PROPOSED] CONDITIONAL ORDER FOR ABATEMENT** Hearing Date: September 15, 2026 Time: 9:30 am Place Hearing Board Bay Area Air Quality Management District 375 Beale Street, 1st Floor San Francisco, CA 94105

This Petition for a Conditional Order for Abatement was heard on September 15, 2026, pursuant to notice and in accordance with the provisions of Health and Safety Code sections 40823 and 42451. The following members of the Hearing Board of the Bay Area Air Quality Management

District ("Hearing Board") were present: Valerie Armento, Chair; Amelia Timbers; and Jeff Maddox, P.E. Petitioner, Air Pollution Control Officer for the Bay Area Air Quality Management District ("Air District"), was represented by Omonigho Oiyemhonlan, Assistant Counsel. Respondents, All Star Service, Inc. ("All Star") and Kelly Engineer, were represented by [TBD]. The public was given an opportunity to testify. Evidence was received and the matter was submitted.

PROCEDURAL HISTORY

1. The Air Pollution Control Officer filed a Petition and Request for a Conditional Order for Abatement ("Petition") on August 18, 2026, seeking a Conditional Order for Abatement against Respondents for violations of permit requirements and Air District rules at each of All Star's gas stations.

2. Respondents did not file an Answer to the Petition by the deadline required in Hearing Board Rule 11.1.

3. The Clerk of the Hearing Board assigned this Petition Docket No. 3780 and a public hearing on the Petition was set for September 15, 2026. Notice of the public hearing was provided in accordance with the provisions of Health and Safety Code sections 40823, 42450, and 42451.

4. On September 3, 2026, Petitioner and Respondents entered into a binding Settlement Agreement that requires Respondents to pay civil penalties, pursuant to Health and Safety Code Section 42402 et seq., for the violations raised in the Petition and comply with the conditions and deadlines in the Settlement Agreement. See Exhibit 1. The conditions and deadlines in the Settlement Agreement are adopted in this [Proposed] Conditional Order for Abatement.

WRITTEN FINDINGS IN SUPPORT OF CONDITIONAL ORDER FOR ABATEMENT

Per Health and Safety Code Section 42451, subdivision (a) the Hearing Board shall provide a written explanation of its findings in support of the Conditional Order for Abatement ("Conditional Order"). The Hearing Board shall provide its reasoning for issuing the Conditional Order following the public hearing on September 15, 2026.

FACTUAL BACKGROUND

Respondents own and operate three All Star gas stations located in Concord, Hayward, and

San Leandro. Respondents have engaged in a pattern and practice of unlawful conduct at its gas stations. The Air District issued several Notices of Violations ("NOVs") to Respondents for: failing four mandatory emission tests of the vapor recovery systems at the Hayward gas station; failing to conduct an emission test of the nozzles at the Concord gas station; failing to install hold open latches on the gasoline dispensers at the Concord gas station; and failing to keep records of the total monthly gasoline throughput at the Concord, Hayward, and San Leandro gas stations for various years. Respondents' violation of Air District rules and permit requirements adversely impacts local air quality and community health.

For these reasons, the Hearing Board grants the Air Pollution Control Officer's request for a Conditional Order for Abatement ("Conditional Order") that imposes remedial measures to address the violations at Respondents' gas stations and improve Respondents' compliance with permit requirements and Air District rules.

CONCLUSIONS

1. The Air Pollution Control Officer seeks to impose specified conditions on the Respondents' operation of the All Star gas stations in Concord, Hayward, and San Leandro. The Air Pollution Control Officer believes that the attached conditions will bring Respondents back into compliance with permit requirements and Air District rules.

2. It is not unreasonable to require the Respondents to comply with Air District regulations and permit conditions.

3. The issuance of this Conditional Order for Abatement would not result in an unreasonable taking of property with due process of law.

4. This Conditional Order for Abatement is not intended to be, nor shall it act as a variance.

5. Respondents are subject to all permit requirements, Air District rules, and applicable provisions of federal and state laws and regulations. Nothing in this Conditional Order for Abatement shall be deemed or construed to limit the Air District's authority to issue NOVs, or to seek civil penalties, criminal penalties, or injunctive relief, or to seek further Orders for Abatement, or other administrative relief.

6. Petitioner and Respondents may petition the Hearing Board to modify the conditions, increments of progress, or deadlines in this Stipulated Order.

7. The Hearing Board shall retain jurisdiction over this matter until Respondents have complied with the conditions, increments of progress, and deadlines in this Conditional Order for Abatement. At the conclusion of that period, as it may be modified, this Stipulated Order shall expire.

ORDER

THEREFORE, good cause appearing, the Hearing Board hereby orders Respondents to immediately cease and desist from operating its facility in a manner that violates permit requirements and Air District rules or, in the alternative, to comply with the conditions, increments of progress, and deadlines in Attachment A.

The Effective Date of this Conditional Order shall be the date upon which it is signed by the Hearing Board Chair.

Good cause appearing, it is so ordered and approved for filing.

Moved By:

Seconded By:

Ayes:

Noes:

Absent:

Dated this _____ day of _____ 2026.

_____

Valerie J. Armento, Esq
Chair of the Hearing Board for the Bay Area
Air Quality Management District

ATTACHMENT A

[PROPOSED] CONDITIONAL ORDER FOR ABATEMENT: COMPLIANCE CONDITIONS AND DEADLINES FOR ALL STAR SERVICE, INC.
[FACILITY ID. NOS. 107695, 112079, and 108775]

CONDITION 1: COMPLIANCE INSPECTIONS

1.a. The Air District shall conduct a compliance inspection of the All Star gas stations no later than November 2, 2026. The Air District shall notify the Respondents fourteen (14) calendar days in advance of each scheduled compliance inspection.

1.b. Respondents shall have sixty (60) calendar days from the date each All Star gas station is inspected to correct the violations that are identified and documented by Air District staff during the compliance inspection required by Condition 1.a.

CONDITION 2: EMISSION TESTS

2.a. Respondents shall demonstrate whether the vapor recovery system at the gas station located at 1220 W Tennyson Road, Hayward, CA 94544 (FID No. 108775) complies with applicable vapor integrity requirements by conducting the following emission tests no later than November 2, 2026:

2.a.i. 2 Inch WC Static Pressure Performance Test, in accordance California Air Resources Board's ("CARB") TP-201.3;[1]

2.a.ii. Leak Rate of Drop Tube Overfill Prevention Devices and Spill Container Drain Valves Test, in accordance with CARB's TP-201.1D;[2]

2.a.iii. Veeder-Root Vapor Pressure Sensor Verification Test, in accordance with CARB's Executive Order VR-203-AD and VR-204-AD Balance Phase II EVR System (Exhibit 10);[3] and

2.a.iv. Veeder-Root Vapor Polisher Operability Test, in accordance with CARB's Executive Order VR-203-AD and VR-204-AD Balance Phase II EVR System (Exhibit 11).[4]

2.b. Respondents shall demonstrate whether the vapor recovery system at the gas station located at 1791 Pine Street, Concord, CA 94520 (FID No. 107695) complies with applicable vapor integrity requirements by conducting and passing the following emission test no later than

---

[1] https://ww2.arb.ca.gov/sites/default/files/classic/testmeth/vol2/tp201.3_april2013.pdf.
[2] https://ww2.arb.ca.gov/sites/default/files/2022-03/tp201.1d%20effective%20040122.pdf.
[3] https://ww2.arb.ca.gov/sites/default/files/2024-05/vr203-204ad_ex10.pdf.
[4] https://ww2.arb.ca.gov/sites/default/files/2024-05/vr203-204ad_ex11.pdf.

November 2, 2026:

2.b.i. Nozzle Bag Test, in accordance with CARB's Executive Order VR-203-AD and VR-204-AD (Exhibit 7).[5]

2.c. The emission tests required by Condition 2.a and 2.b. must be conducted and evaluated by a licensed contractor that is certified by the International Code Council ("ICC"). The licensed ICC-certified contractor shall conduct each test in accordance with applicable test procedures prescribed by CARB.

2.c.i. Respondents and/or the ICC certified contractor shall notify the Air District at GDFNotice@baaqmd.gov fourteen (14) calendar days in advance of the scheduled date and time for each emission test.

2.c.ii. Respondents and/or the ICC certified contractor shall submit the results of each emission test to GDFResults@baaqmd.gov within fourteen (14) calendar days of completing each test.

2.d. Respondents shall maintain a record of each emission test result onsite at the applicable gas station and shall make these emission test results available for inspection by the Air District for a period of 24 months.

CONDITION 3: GASOLINE DISPENSER HOLD OPEN LATCHES

3.a. Respondents shall install hold open latches on all fuel dispensers at the gas station located at 1791 Pine Street, Concord, CA 94520 (FID No. 107695), as required by Air District Regulation 8-7-214 and section 41960.6(b) of the California Health and Safety Code, no later than November 2, 2026.

3.b. Within five (5) calendar days of installing the hold open latches, Respondents shall notify the Air District (Attn: Compliance and Enforcement at compliance@baaqmd.gov) that the hold open latches have been installed. The Air District shall confirm that the hold open latches have been installed and are operating in accordance with applicable laws and regulations during a compliance inspection of the Concord gas station.

[5] https://ww2.arb.ca.gov/sites/default/files/2024-02/vr203-204ad-ex7.pdf.

CONDITION 4: RECORDKEEPING

4.a. Respondents shall demonstrate to the Air District that each All Star gas station has a recordkeeping system that can generate records of total monthly gasoline throughput no later than November 2, 2026.

4.b. Respondents shall send the Air District the total gasoline throughput of each All Star gas station every month from October 5, 2026 through October 5, 2027.

4.b.i. On the 5th of each month, Respondents shall send the Air District (Attn: Compliance and Enforcement at compliance@baaqmd.gov) the total gasoline throughput of each All Star gas station for all the days in the month immediately preceding the month in which the throughput records are sent.[6]

4.b.ii. The subject line of the email must state: "Re Settlement Agreement: All Star Gas Station [INSERT MONTH AND YEAR] Throughput Records for [INSERT GAS STATION CITY LOCATION]."[7]

[6] For example, on October 5, 2026, Respondents shall send the Air District each gas station's total gasoline throughput for the prior month: September 1-30, 2026.

[7] Example: Re Settlement Agreement: All Star Gas Station March 2026 Throughput Records for San Leandro, CA.

EXHIBIT 1

Docusign Envelope ID: 96C22259-8E6C-86E5-8227-4AD751F919DF

Settlement Agreement
By and Between
The Bay Area Air Quality Management District
and
All Star Service, Inc.
(Notices of Violation A57874, A58231, A59382, A59628, A60673, A60674, A62932, A62936, A64731, A64732, A64736, and A62242)

1. The Bay Area Air Quality Management District ("Air District") is the regional governmental agency charged with the primary responsibility for maintaining healthy air quality in the San Francisco Bay Area.

2. All Star Service, Inc. ("All Star") currently owns and operates gasoline dispensing facilities located at 999 MacArthur Boulevard, San Leandro CA, 94577 (FID No. 112079); 1791 Pine Street, Concord, CA 94520 (FID No. 107695); and 1220 W Tennyson Road, Hayward, CA 94544 (FID No. 108775). All Star formerly owned and operated the gasoline dispensing facility located at 3820 San Leandro Street, Oakland, CA 94601 (FID No. 200432).

3. The Air District alleges that at all relevant times, All Star was subject to and violated Air District regulations as described in Notices of Violation (NOVs) A57874, A58231, A59382, A59628, A60673, A60674, A62932, A62936, A64731, A64732, A64736, and A62242, which are, by this reference, incorporated into this Settlement Agreement.

4. The Air District and All Star ("Parties") agree to settle NOVs A57874, A58231, A59382, A59628, A60673, A60674, A62932, A62936, A64731, A64732, A64736, and A62242 for **Forty-Two Thousand Dollars** (**$42,000**) (the "Settlement Amount"). The Air District agrees to suspend all but **Fifteen Thousand Dollars ($15,000)** of the Settlement Amount ("Civil Penalty Amount") provided All Star complies with the conditions and deadlines set forth in Attachment A. All Star shall pay the Civil Penalty Amount of $15,000, in accordance with the payment provisions set forth in Paragraph 6, as follows: **$500** on the first Friday of each month commencing on **October 2, 2026** until **March 2, 2028**. See Attachment B. Failure to make a payment of the Civil Penalty Amount by the date and in the amount specified in this Paragraph 4 and Attachment B shall constitute a breach of this Settlement Agreement, making the Settlement Amount of $42,000 immediately due and payable to the Air District. All Star shall also pay the Air District a stipulated penalty of One Hundred Fifty Dollars ($150) for each day after the due date on which All Star does not comply with the conditions and deadlines in

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Attachment A. Each stipulated penalty is cumulative and in addition to any other applicable stipulated penalty and any other payment required by this Settlement Agreement.

5. The Air District's agreement to suspend part of the Settlement Amount is expressly premised upon All Star's compliance with the conditions and deadlines in Attachment A. If All Star fails to comply with the conditions and deadlines in Attachment A, or if All Star fails to make any payment of the Civil Penalty Amount as specified in Paragraph 4 and Attachment B, the suspension of the Settlement Amount shall be lifted, and the entire Settlement Amount of $42,000 shall be immediately due and payable to the Air District.

6. All Star shall pay the Settlement Amount as specified in Paragraphs 4 and 5 and Attachment B and any additional stipulated penalties owed under this Settlement Agreement, either (i) by wire transfer, according to wire transfer instructions provided by the Air District; or (ii) by check, made payable to the "Bay Area Air Quality Management District" and with "NOV A57874, A58231, A59382, A59628, A60673, A60674, A62932, A62936, A64731, A64732, A64736, and A62242" written in the memo area of the check. If paid by check, All Star shall mail or deliver the check to:

Bay Area Air Quality Management District
Office of the General Counsel
Alexander Crockett, General Counsel
375 Beale Street, Suite 600
San Francisco, California 94105

Upon initiating the wire transfer or mailing or delivering the check, All Star shall notify the Air District via email at OOiyemhonlan@baaqmd.gov, MVinluanChan@baaqmd.gov, and JPan@baaqmd.gov, and shall attach with the email a completed Internal Revenue Service Form W-9 for All Star. All Star shall be responsible for all payment processing, check cancellation, and other fees and costs associated with making penalty payments under this Paragraph 6.

7. All Star's full payment of the Settlement Amount as specified in Paragraphs 4 and 5 and Attachment B and complete satisfaction of all of its other obligations under this Settlement Agreement will fully and finally settle, conclude and resolve all claims that have been or could have been asserted between the Air District and All Star arising out of or related to the allegations and conduct that are the basis for NOVs A57874, A58231, A59382, A59628, A60673, A60674, A62932, A62936, A64731, A64732, A64736, and A62242.

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8. Nothing in this Settlement Agreement shall be construed as limiting the ability of the Air District to take future enforcement action arising out of violations or alleged violations not covered by this Settlement Agreement. Furthermore, nothing in this Settlement Agreement shall be construed as limiting the rights of the Air District to rely on the violations alleged in NOVs A57874, A58231, A59382, A59628, A60673, A60674, A62932, A62936, A64731, A64732, A64736, and A62242, and to offer proof thereof, in any such future enforcement action for purposes of demonstrating All Star's frequency of past violations pursuant to Health & Safety Code section 42403(b)(4) or other applicable provision of law.

9. All Star's failure to perform any of the terms or conditions of this Settlement Agreement will render All Star in violation of the Settlement Agreement, and the Air District may, at its sole discretion, void this Settlement Agreement, upon written notice to All Star, or take any other action to enforce the Settlement Agreement. The failure by a Party to enforce any provision of this Settlement Agreement shall not be construed as a waiver of such provision, nor shall it prevent the Party thereafter from enforcing such provision or any other provision of this Settlement Agreement. The rights and remedies granted to each Party 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 remedies available to it under this Settlement Agreement or as otherwise provided by law.

10. Unless otherwise specified in this Settlement Agreement, whenever one Party is required to provide notice to the other Party under this Settlement Agreement, the notice shall be provided in writing by first class mail and/or email addressed as follows:

As to the Air District:	As to All Star:
Bay Area Air Quality Management District Omonigho Oiyemhonlan Assistant Counsel II 375 Beale Street, Suite 600 San Francisco, CA 94105 Omonigho.Oiyemhonlan@baaqmd.gov	All Star Service, Inc. Kelly Engineer Chief Financial Officer & Secretary 1791 Pine Street Concord, CA 94520 Allstarservice@sbcglobal.net

Either Party may change its contact information for purposes of notices, at any time, by giving notice of such change in conformity with the notice provisions of this paragraph. Notices provided pursuant to this paragraph shall be deemed to be provided and received upon emailing or five days from mailing, as

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applicable.

11. This Settlement Agreement binds All Star, and any principals, officers, receivers, trustees, successors and assignees, subsidiary and parent corporations, and the Air District and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Settlement Agreement.

12. The Superior Court of California, County of San Francisco, shall hear any dispute between the Parties arising from this Settlement Agreement.

13. 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.

14. Both Parties have jointly participated in the drafting and reviewing of this Settlement Agreement. Accordingly, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Settlement Agreement.

15. This Settlement Agreement is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. All Star is responsible for achieving and maintaining compliance with all applicable federal, State, and local laws, regulations, and permits; and All Star's compliance with this Settlement Agreement shall not be a defense to any action commenced pursuant to any such laws, regulations, or permits. The Air District does not, by its execution of this Settlement Agreement, warrant or aver in any manner that All Star's compliance with any aspect of this Settlement Agreement will result in compliance with any provisions of federal, State, or local laws, regulations, or permits. Nothing in this Settlement Agreement shall be referenced, used, or interpreted to require the Air District to enter into or offer the same or similar terms to any person in any other or future legal, administrative, or enforcement proceeding or similar proceeding.

16. The Parties understand and agree that the penalties provided for and payable under this Settlement Agreement are non-dischargeable under United States Code, title 11, section 523(a)(7), which provides that a debt may not be discharged in bankruptcy to the extent such debt is for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit.

17. The settlement of the matters covered by this Settlement Agreement without further

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litigation is fair, reasonable, and in the interests of the Air District, All Star, and the public. The Parties, and each of them, (i) have participated fully in the review and drafting of this Settlement Agreement; (ii) understand and accept all of the terms of this Settlement Agreement; (iii) enter into this Settlement Agreement freely and voluntarily; (iv) have had an opportunity to consult with legal counsel regarding this Settlement Agreement; (v) are fully informed of the terms and effect of this Settlement Agreement; (vi) have agreed to this Settlement Agreement after independent investigation and agree that it was not arrived at through fraud, duress, or undue influence; and (vii) knowingly and voluntarily intend to be legally bound by this Settlement Agreement.

18. Each provision of this Settlement Agreement is severable, and in the event that any provision, or part thereof, of this Settlement Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, the remainder of this Settlement Agreement shall remain in full force and effect.

19. This Settlement Agreement constitutes the entire agreement and understanding between the Parties, and it fully supersedes and replaces any and all prior negotiations and agreements of any kind or nature, whether written or oral, between the Parties, concerning the matters covered herein.

20. No agreement to modify, amend, extend, supersede, terminate, or discharge this Settlement Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and signed by both Parties.

21. This Settlement Agreement may be executed in one or more counterparts, each of which shall have the same force and effect as an original, but all of which together shall constitute one and the same instrument. Electronic, facsimile, and photocopied signatures shall be valid signatures.

22. The Effective Date of this Settlement Agreement shall be the date upon which it is fully executed.

23. Each of the undersigned expressly represents that they are authorized to execute this Settlement Agreement on behalf of, and to bind, the Party for whom they sign below.

* * * * *

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So agreed, stipulated, and executed:

Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, California 94105

Dated: 9/3/2026

By: Signed by: 98506AF9981D4CC... (signature)
Philip M. Fine
Executive Officer/APCO

All Star Service, Inc.
1791 Pine Street
Concord, California 94520

Dated:

By: _____
Kelly Engineer
Chief Financial Officer & Secretary of All Star Service, Inc.

Approved as to Form By:

Bay Area Air Quality Management
Office of the General Counsel
Alexander G. Crockett
General Counsel
Omonigho Oiyemhonlan
Assistant Counsel II

Dated: 9/2/2026

By: Signed by: Alexander Crockett 6DC7110552B5451... (signature)
Alexander G. Crockett
General Counsel

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So agreed, stipulated, and executed:

Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, California 94105

Dated:

By: _____
Philip M. Fine
Executive Officer/APCO

All Star Service, Inc.
1791 Pine Street
Concord, California 94520

Dated: 9-2-26

By: _____
Kelly Engineer
Chief Financial Officer & Secretary of All Star Service, Inc.

Approved as to Form By:

Bay Area Air Quality Management
Office of the General Counsel
Alexander G. Crockett
General Counsel
Omonigho Oiyemhonlan
Assistant Counsel II

Dated:

By: _____
Alexander G. Crockett
General Counsel

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Attachment A to Settlement Agreement By and Between The Bay Area Air Quality Management District and All Star Service, Inc.

Docusign Envelope ID: 96C22259-8E6C-86E5-8227-4AD751F919DF

CONDITION 1: COMPLIANCE INSPECTIONS

1.a. The Air District shall conduct a compliance inspection of the All Star gas stations within sixty (60) calendar days of the Effective Date of this Settlement Agreement. The Air District shall notify the Respondents fourteen (14) calendar days in advance of each scheduled compliance inspection.

1.b. Respondents shall have sixty (60) calendar days from the date each All Star gas station is inspected to correct the violations that are identified and documented and documented by Air District staff during the compliance inspection required by Condition 1.a.

CONDITION 2: EMISSION TESTS

2.a. Within sixty (60) calendar days of the Effective Date of the Conditional Order, Respondents shall demonstrate whether the vapor recovery system at the gas station located at 1220 W Tennyson Road, Hayward, CA 94544 (FID No. 108775) complies with applicable vapor integrity requirements by conducting the following emission tests:

2.a.i. 2 Inch WC Static Pressure Performance Test, in accordance California Air Resources Board's ("CARB") TP-201.3;[1]

2.a.ii. Leak Rate of Drop Tube Overfill Prevention Devices and Spill Container Drain Valves Test, in accordance with CARB's TP-201.1D;[2]

2.a.iii. Veeder-Root Vapor Pressure Sensor Verification Test, in accordance with CARB's Executive Order VR-203-AD and VR-204-AD Balance Phase II EVR System (Exhibit 10);[3] and

2.a.iv. Veeder-Root Vapor Polisher Operability Test, in accordance with CARB's Executive Order VR-203-AD and VR-204-AD Balance Phase II EVR System (Exhibit 11).[4]

2.b. Within sixty (60) calendar days of the Effective Date of this Conditional Order, Respondents shall demonstrate whether the vapor recovery system at the gas station located at 1791 Pine Street, Concord, CA 94520 (FID No. 107695) complies with applicable vapor integrity requirements by

[1] https://ww2.arb.ca.gov/sites/default/files/classic/testmeth/vol2/tp201.3_april2013.pdf.
[2] https://ww2.arb.ca.gov/sites/default/files/2022-03/tp201.1d%20effective%20040122.pdf.
[3] https://ww2.arb.ca.gov/sites/default/files/2024-05/vr203-204ad_ex10.pdf.
[4] https://ww2.arb.ca.gov/sites/default/files/2024-05/vr203-204ad_ex11.pdf.

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conducting and passing the following emission test:

2.b.i. Nozzle Bag Test, in accordance with CARB's Executive Order VR-203-AD and VR-204-AD (Exhibit 7).[5]

2.c. The emission tests required by Condition 2.a and 2.b. must be conducted and evaluated by a licensed contractor that is certified by the International Code Council ("ICC"). The licensed, ICC-certified contractor shall conduct each test in accordance with applicable test procedures prescribed by CARB.

2.c.i. Respondents and/or the ICC certified contractor shall notify the Air District at GDFNotice@baaqmd.gov fourteen (14) calendar days in advance of the scheduled date and time for each emission test.

2.c.ii. Respondents and/or the ICC certified contractor shall submit the results of each emission test to GDFResults@baaqmd.gov within fourteen (14) calendar days of completing each test.

2.d. Respondents shall maintain a record of each emission test result onsite at the applicable gas station and shall make these emission test results available for inspection by the Air District for a period of 24 months.

CONDITION 3: GASOLINE DISPENSER HOLD OPEN LATCHES

3.a. Within sixty (60) calendar days of the Effective Date of this Conditional Order, Respondents shall install hold open latches on all fuel dispensers at the gas station located at 1791 Pine Street, Concord, CA 94520 (FID No. 107695), as required by Air District Regulation 8-7-214 and section 41960.6(b) of the California Health and Safety Code.

3.b. Within five (5) calendar days of installing the hold open latches, Respondents shall notify the Air District (Attn: Compliance and Enforcement at compliance@baaqmd.gov) that the hold open latches have been installed. The Air District shall confirm that the hold open latches have been installed and are operating in accordance with applicable laws and regulations during a compliance inspection of the Concord gas station.

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[5] https://ww2.arb.ca.gov/sites/default/files/2024-02/vr203-204ad-ex7.pdf.

Docusign Envelope ID: 96C22259-8E6C-86E5-8227-4AD751F919DF

CONDITION 4: RECORDKEEPING

4.a. Within sixty (60) calendar days after the Effective Date of this Conditional Order, Respondents shall demonstrate to the Air District that each All Star gas station has a recordkeeping system that can generate records of total monthly gasoline throughput.

4.b. Respondents shall send the Air District the total gasoline throughput of each All Star gas station each month for once year from October 5, 2026 through October 5, 2027.

4.b.i. On the 5th of each month, Respondents shall send the Air District (Attn: Compliance and Enforcement at compliance@baaqmd.gov) the total gasoline throughput of each All Star gas station for all the days in the month immediately preceding the month in which the throughput records are sent.[6]

4.b.ii. The subject line of the email must state: "Re Settlement Agreement: All Star Gas Station [INSERT MONTH AND YEAR] Throughput Records for [INSERT GAS STATION CITY LOCATION]."[7]

[6] For example, on October 5, 2026, Respondents shall send the Air District each gas station's total gasoline throughput for the prior month: September 1-30, 2026.

[7] Example: Re Settlement Agreement: All Star Gas Station March 2026 Throughput Records for San Leandro, CA.

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Attachment B to Settlement Agreement By and Between The Bay Area Air Quality Management District and All Star Service, Inc.

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Civil Penalty Amount Payment Schedule

Date	Payment Amount
October 2, 2026	$500
November 6, 2026	$500
December 4, 2026	$500
January 1, 2027	$500
February 5, 2027	$500
March 5, 2027	$500
April 2, 2027	$500
May 7, 2027	$500
June 4, 2027	$500
July 1, 2027	$500
August 6, 2027	$500
September 3, 2027	$500
October 1, 2027	$500
November 5, 2027	$500
December 3, 2027	$500
January 7, 2028	$500
February 4, 2028	$500
March 3, 2028	$500
April 7, 2028	$500
May 5, 2028	$500
June 2, 2028	$500
July 7, 2028	$500
August 4, 2028	$500
September 1, 2028	$500
October 6, 2028	$500

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November 3, 2028	$500
December 1, 2028	$500
January 5, 2028	$500
February 2, 2028	$500
March 2, 2028	$500
TOTAL	**$15,000**