

SETTLEMENT AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
THE REPUBLIC SERVICES SONOMA COUNTY, INC.

1. The BAY AREA AIR QUALITY MANAGEMENT DISTRICT (the “DISTRICT”) and the REPUBLIC SERVICES SONOMA COUNTY, INC.

(“RESPONDENT”) knowingly and of their own free will enter into this Settlement Agreement.

2. The DISTRICT and RESPONDENT (collectively, the "PARTIES") are separately represented by counsel of their choosing and have consulted about the terms of this Settlement Agreement with their separate and individual counsel.

3. The settlement of the matters addressed in this Settlement Agreement, which include the allegations in the DISTRICT’s Notices of Violation (“NOVs”) A61573, A61574, and A61575 without further litigation, is fair, reasonable and in the interests of the PARTIES and the public.

4. The DISTRICT has issued the NOVs identified in Paragraph 3 above to RESPONDENT, which owns and operates a landfill located in Petaluma, California (“LANDFILL”), alleging that various DISTRICT Regulations were violated at the LANDFILL as described in the NOVs. This Settlement Agreement precludes the DISTRICT from seeking criminal or civil penalties under California Health and Safety Code Sections 42400 et seq. or taking administrative action for the same alleged actions and violations that are the basis for the NOVs identified in Paragraph 3 above or for violations that could have been asserted arising out of or relating to the alleged actions and violations that are the basis for the NOVs identified in Paragraph 3 above.

5. Within thirty (30) days of the execution of this Settlement Agreement, RESPONDENT shall pay by corporate check, made payable to the “Bay Area Air Quality Management District,” the amount of **ONE HUNDRED FIFTY-NINE THOUSAND DOLLARS (\$159,000.00)**. The payment shall be mailed or delivered to:

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
OFFICE OF DISTRICT COUNSEL
ALEXANDER G. CROCKETT, GENERAL COUNSEL
375 BEALE ST., SUITE 600
SAN FRANCISCO, CALIFORNIA 94105

6. Upon execution, this Settlement Agreement will become final and binding upon the PARTIES.

7. RESPONDENT's payment in full of the civil penalty described in Paragraph 5 above will settle and conclude all claims that have been or could have been asserted between the DISTRICT and RESPONDENT arising out of or relating to the allegations and conduct that are the basis for the NOV's identified in Paragraph 3 above.

8. This Settlement Agreement constitutes the entire agreement and understanding between the PARTIES, and fully supersedes and replaces any and all prior negotiations and agreements of any kind or nature, whether written or oral, between the PARTIES, concerning these claims.

9. RESPONDENT's entry into this Settlement Agreement is not and shall not be construed as an admission of any liability for conduct, actions or violations of law as alleged in the NOV's identified in Paragraph 3 above.

10. The DISTRICT reserves the right to take future enforcement actions arising out of violations not covered by this Settlement Agreement. In addition, the DISTRICT reserves the right to demand, and RESPONDENT reserves the right to contest, increased penalties in connection with any future alleged violations based on compliance history.

11. The DISTRICT reserves the right to rely upon the alleged violations described in the NOV's identified in Paragraph 3 above and may offer proof thereof in connection with any other administrative or judicial proceeding not related to this proceeding for the purpose of showing a history of violation.

12. RESPONDENT's failure to perform any of the terms or conditions of this Settlement Agreement will render RESPONDENT in violation of the terms and conditions of this Settlement Agreement.

Signature: 
Yasser Brenes (Oct 8, 2025 12:48:16 PDT)

Email: ybrenes@republicservices.com

13. 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 the PARTIES.

14. 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.

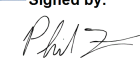
15. Each of the undersigned expressly represents that he or she is authorized to execute this Settlement Agreement on behalf of the party for whom he or she signs below.

* * * * *

SO AGREED, STIPULATED AND EXECUTED:

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT
375 Beale Street, Suite 600
San Francisco, California 94105

REPUBLIC SERVICES SONOMA
COUNTY, INC.

Signed by:

By: 98506AE9981D4CC...
PHILIP M. FINE
EXECUTIVE OFFICER/APCO

By: Yasser Brenes
Yassar Brenes
Vice President

Date: 10/27/2025

Date: 10/8/2025

APPROVED AS TO FORM BY:

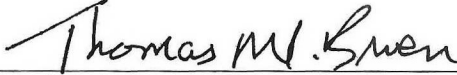
APPROVED AS TO FORM BY:

ALEXANDER G. CROCKETT
GENERAL COUNSEL
BAY AREA AIR QUALITY
MANAGEMENT DISTRICT
375 Beale Street, Suite 600
San Francisco, California 94105

THOMAS M. BRUEN
LAW OFFICES OF THOMAS M. BRUEN
1990 North California Blvd., Ste. 800
Walnut Creek, California 94596

DocuSigned by:

By: 6DC7110552B5451...
~~ALEXANDER G. CROCKETT~~
~~SENIOR ASSISTANT COUNSEL~~
ALEXANDER CROCKETT, GENERAL COUNSEL
Date: 10/27/2025

By: 
THOMAS M. BRUEN
COUNSEL FOR RESPONDENT
Date: October 8, 2025