

**Settlement Agreement
By and Between
The Bay Area Air Quality Management District
and
BoDean Company, Inc.**

**(Notices of Violation A59221, A61560, A61561, A61562,
A61563, A61564, A61565, A61566, and A62393)**

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. BoDean Company, Inc. ("BoDean") owns and operates a construction materials production plant located at 1060 Maxwell Drive in Santa Rosa, California, and has constructed a concrete recycling facility located at 490 Caletti Avenue in Windsor, California, both of which are within the Air District's jurisdiction.

3. The Air District alleges that, at all relevant times, BoDean was subject to and violated Air District regulations as described in Notices of Violation (“NOVs”) A59221, A61560, A61561, A61562, A61563, A61564, A61565, A61566, and A62393, which are, by this reference, incorporated into this Settlement Agreement. BoDean disputes these allegations, and by entering into this Settlement Agreement, BoDean makes no admission of liability.

4. The Air District and BoDean (together, the “Parties”) agree to settle NOVs A59221, A61560, A61561, A61562, A61563, A61564, A61565, A61566, and A62393, for payment by BoDean to the Air District of a civil penalty in the amount of **One Million Two Hundred Eighty-One Thousand Dollars (\$1,281,000)**.

5. BoDean shall pay all penalties due 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 Nos. A59221, A61560, A61561, A61562, A61563, A61564, A61565, A61566, and A62393" written in the memo area of the check. If paid by check, BoDean shall mail or deliver the check to:

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

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

8 6. BoDean's full payment of all penalties owed under this Settlement Agreement, and
9 complete satisfaction of all of its other obligations under this Settlement Agreement, will fully and
10 finally settle, conclude and resolve all claims that have been or could have been asserted between the Air
11 District and BoDean arising out of or related to the allegations and conduct that are the basis for NOVs
12 A59221, A61560, A61561, A61562, A61563, A61564, A61565, A61566, and A62393.

13 7. Nothing in this Settlement Agreement shall be construed as limiting the ability of the Air
14 District to take future enforcement action arising out of violations or alleged violations not covered by
15 this Settlement Agreement. Furthermore, nothing in this Settlement Agreement shall be construed as
16 limiting the rights of the Air District to rely on the violations alleged in NOVs A59221, A61560,
17 A61561, A61562, A61563, A61564, A61565, A61566, and A62393, and to offer proof thereof, in any
18 such future enforcement action for purposes of demonstrating BoDean's frequency of past violations
19 pursuant to Health & Safety Code section 42403(b)(4) or other applicable provision of law.

20 8. Either Party's failure to perform any of the terms or conditions of this Settlement
21 Agreement will render that Party in violation of the Settlement Agreement, and the other Party may, at
22 its sole discretion, void this Settlement Agreement, upon written notice to the Party in violation, or take
23 any other action to enforce the Settlement Agreement. The failure by a Party to enforce any provision of
24 this Settlement Agreement shall not be construed as a waiver of such provision, nor shall it prevent the
25 Party thereafter from enforcing such provision or any other provision of this Settlement Agreement. The
26 rights and remedies granted to each Party herein are cumulative, and the election of one right or remedy
27 by a Party shall not constitute a waiver of such Party's right to assert all other remedies available to it
28 under this Settlement Agreement or as otherwise provided by law.

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

4 As to the Air District:

5 Bay Area Air Quality Management District
6 Somerset Perry
7 Assistant Counsel
8 375 Beale Street, Suite 600
9 San Francisco, CA 94105
10 sperry@baaqmd.gov

As to BoDean:

BoDean Company, Inc.
c/o David Temblador
Harrison, Temblador, Hungerford, and
Guernsey, LLP
2801 T Street
Sacramento, CA 95816
dtemblador@hthglaw.com

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

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

15 11. This Settlement Agreement shall be interpreted and enforced in accordance with the laws
16 of the State of California, without regard to California's choice-of-law rules.

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

21 13. This Settlement Agreement is not a permit, or a modification of any permit, under any
22 federal, State, or local laws or regulations. BoDean remains responsible for complying with all
23 applicable federal, State, and local laws, regulations, and permits. The Air District does not, by its
24 execution of this Settlement Agreement, warrant or aver in any manner that BoDean's compliance with
25 any aspect of this Settlement Agreement will result in compliance with any provisions of federal, State,
26 or local laws, regulations, or permits.

27 14. The Parties understand and agree that the penalties provided for and payable under this
28 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.

15. The settlement of the matters covered by this Settlement Agreement without further litigation is fair, reasonable, and in the interests of the Air District, BoDean, 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

* * * *

1 So agreed, stipulated and executed:

2 Bay Area Air Quality Management District
3 375 Beale Street, Suite 600
3 San Francisco, California 94105

4 Signed by:
5  2/9/2026
5 Philip M. Fine
6 Executive Officer/APCO

BoDean Company, Inc.
1060 Maxwell Drive
Santa Rosa, CA 95401

By: 
Ricardo Linares
President, Northwest Region
CRH Americas Materials, Inc.

8 Approved as to Form By:

9 Bay Area Air Quality Management
10 Office of the General Counsel
10 Alexander G. Crockett
11 General Counsel
11 Somerset Perry
12 Assistant Counsel

13 Signed by:
14  2/9/2026
14 Alexander G. Crockett
15 General Counsel

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