This SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is entered into between the STATE OF CALIFORNIA AIR RESOURCES BOARD (hereinafter "ARB") 1001 I Street, Sacramento, California 95814, and BHANDAL BROTHERS TRUCKING, INC. (hereinafter "BHANDAL BROTHERS "), located at 2490 San Juan Road, (P.O. Box 1900), Hollister, California.

I. RECITALS

(1) California Health and Safety Code (H&SC) Section 44011.6 established the Heavy Duty Vehicle Inspection Program (HDVIP). It authorizes ARB to inspect on-road heavy-duty vehicles for excessive smoke emissions and engine tampering and to issue citations, accordingly. The program also requires the vehicle owner to repair its engines that exceed the prescribed ARB smoke opacity standards, perform a post-repair opacity test, and submit proof of repairs and any assessed penalties under the Regulations of the Heavy-Duty Smoke Inspection Program, Chapter 3.5, Sections 2180-2188, Title 13 CCR.

(2) H&SC Section 43701 provides that ARB shall adopt regulations that require owners or operators of heavy-duty diesel motor vehicles to perform regular inspections of their vehicles for excess smoke emissions.

(3) Title 13, CCR sections 2190 et seq. were adopted under the authority of H&SC section 43701 and, with limited exceptions which are not applicable here, apply to all heavy-duty diesel powered vehicles with gross vehicle weight ratings greater than 6,000 pounds which operate on the streets or highways within the State of California.

(4) Title 13, CCR sections 2190 et seq. authorize the Periodic Smoke Inspection Program (PSIP) which requires the owners and operators of California based vehicle fleets of two or more heavy duty diesel motor vehicles with gross vehicle weight ratings greater than 6,000 pounds that operate on the streets or highways within the State of California to conduct annual smoke opacity inspections of their vehicles that are four years older than the model year of the vehicle's engine.

(5) Title 13, CCR section 2192 (a) requires inter alia that the owner of the vehicle "[t]est the vehicle for excessive smoke emissions periodically according to the inspection intervals specified in section 2193 (a), (b), and (c)", "[m]easure the smoke emissions for each test…", "[r]ecord the smoke test opacity levels and other required test information as specified in section 2194…" and "[k]eep the records specified in section 2194 for two years after the date of inspection."

(6) The ARB considers testing, measuring, recording, and recordkeeping to be critical components in reducing excessive smoke emissions from these heavy-duty vehicles.

(7) ARB contends BHANDAL BROTHERS failed to test, measure, record, and maintain records of smoke emissions from its fleet of heavy duty diesel vehicles for 2009 and 2010 in violation of Title 13, CCR Sections 2190 et seq.

(8) H&SC Section 43016 states, "Any person who violates any provision of this part, or any order, rule, or regulation of the state board adopted pursuant to this part, and for which violation there is not provided in this part any other specific civil penalty or fine, shall be subject to a civil penalty of not to exceed five hundred dollars ($500.00) per vehicle."

(9) Title 13, CCR section 2183 (c) states that "No 1974 or newer diesel powered heavy-duty commercial vehicle shall operate in California without evidence that, at the time of manufacture, the installed engine met emission standards at least as stringent as applicable federal emission standards for the model year of the engine. The ARB shall base its determination on whether an engine meets the above requirements by inspecting the ECL affixed to the vehicle's engine.

(10) ARB contends BHANDAL BROTHERS failed to provide evidence that their vehicles have emission control labels (ECLs) attached to the engines of heavy-duty diesel vehicles in its fleet in violation of CCR, title 13, section 2183 (c). Civil penalties for violation of the regulation covering emission control labels have been set per title 13 CCR, section 2185(a)(2)(B) at $300 per vehicle per violation.

(11) Health and Safety Code, Section 39650-39675 mandates the reduction of the emissions of substances that have been determined to be toxic air contaminants (TACs). In 1998, following an exhaustive 10-year scientific assessment process, the Air Resources Board identified particulate matter (PM) from diesel-fueled engines as a toxic air contaminant. In-use On-Road diesel vehicles are powered by diesel fueled engines that emit toxic particulate matter. On-Road vehicles are controlled under section 2025 within title 13 of the California Code of Regulations (CCR).

(12) Title 13 CCR, section 2025(e)(1)(B) states: "Starting January 1, 2012, for all vehicles with GVWR greater than 26,000 lbs, excluding school buses, fleets must meet the requirements of section 2025(g) or fleets that report may instead comply with the phase-in option of section 2025(i)."

(13) BHANDAL BROTHERS has elected to utilize the phase-in option provided for in title 13 CCR, section 2025(i).

(14) Title 13 CCR, section 2025(i)(1), phase-in option, requires that owners of diesel vehicles with a GVWR greater than 26,000 lbs report their fleet to

ARB and meet the PM BACT requirements by phasing in 30 percent of their fleet by January 1, 2012 and 60 percent of their fleet by January 1, 2013.

(15) The ARB has documented that BHANDAL BROTHERS failed to report their entire fleet to ARB.

(16) Failure to comply with the requirements of title 13 CCR, section 2025 is a violation of state law resulting in penalties. California HSC sections 39674 (a) and (b) authorize civil penalties for the violation of the programs for the regulation of toxic air contaminants not to exceed one thousand dollars ($1,000) or ten thousand dollars ($10,000), respectively, for each day in which the violation occurs.

(17) Transport Refrigeration Units (TRUs) are powered by diesel fueled engines that emit toxic particulate matter. TRUs are controlled under section 2477.

(18) CCR, Title13, section 2477 (e) (1) (A) (1) states: No owner/operator shall operate a TRU or TRU generator (gen) set in California unless it meets the in-use emission category performance standard.

(19) The ARB Enforcement Division has documented that BHANDAL BROTHERS, failed to bring their fleet of TRUs in compliance with the in-use performance standard.

(20) CCR, Title 13, section 2477 (f) (1) (A) (1) (c) require all operators to submit an Operator Report to ARB by January 31, 2009 (delayed until July 31, 2009) which includes TRU and TRU gen set inventory information for each TRU and TRU gen set based in California that is owned or leased by the operator.

(21) CCR, Title 13, section 2477 (e) (1) (E) (1) (a) & (b) require that on or before January 31, 2009 (delayed until July 31, 2009), owner/operators of all California-based TRUs and TRU gen sets subject to this regulation shall apply for an ARB identification number for all California-based TRUs or TRU gen sets operated by the operator by submitting an application to ARB.

(22) CCR, Title 13, section 2477.5 (e) (1) (E) (1) (f) requires that within 30 days of receipt of the ARB-issued IDN, owners/operators of California-based TRUs and TRU gen sets permanently affix the IDN to both sides of the TRU housing.Title13, California Code of Regulations (CCR) section 2477 (e) (1) (E) (1) requires owner/operators of all California-based TRUs and TRU gen set subject to the regulation to apply for an ARB identification number (IDN) for all California-based TRUs or TRU gen sets.

(23) CCR, Title 13, section 2477.5 (e) (1) (D) states that failure to apply for IDNs or submittal of false information is a violation of the TRU rule.

(24) ARB Enforcement Division has documented that BHANDAL BROTHERS failed to register all their TRUs in the ARBER database, failed to affix the ARB IDN to both sides of all the TRUs in their fleet by the July 31, 2009 deadline, and submitted false information in the ARBER database.

(25) Failure to apply for and affix ARB IDNs on or before the prescribed date and submitting false information are violations of state law resulting in penalties. Health and Safety Code, Section 39674, authorize civil or administrative penalties not to exceed one thousand dollars ($1,000) or ten thousand dollars ($10,000) for each day that the violation occurs.

(26) ARB contends that if the facts described in recital paragraphs (1) – (25) were proven civil penalties could be imposed against BHANDAL BROTHERS, as provided in H&SC sections 39674.

(27) BHANDAL BROTHERS is willing to enter into this Agreement solely for the purpose of settlement and resolution of this matter with ARB. ARB accepts this Agreement in termination of this matter. Accordingly, the parties agree to resolve this matter completely by means of this Agreement, without the need for formal litigation, and therefore agree as follows:

II. TERMS & RELEASE

In consideration of the ARB not filing a legal action against BHANDAL BROTHERS for the violations referred to above, the ARB and BHANDAL BROTHERS agree as follows:

(1) Upon execution of this Agreement, BHANDAL BROTHERS shall pay a civil penalty of seventy-three thousand twenty-five dollars ($73,025.00). The first payment shall be made via wire transfer and the remaining payments will be made in check form as described below, and payments shall be made in 6 bi-monthly payments beginning on **December 31, 2013.**

Payment Due Date:		In the Amount of and Paid to:
1)	12/31/2013	**$12,171.00** paid to **Air Pollution Control Fund** via wire transfer
2)	2/28/2014	**$12,171.00** paid to **Peralta Colleges Foundation**
3)	4/30/2014	**$9,128.00** paid to **Air Pollution Control Fund** **$3,043.00** paid to **Peralta Colleges Foundation**
4)	6/30/2014	**$9,128.00** paid to **Air Pollution Control Fund** **$3,043.00** paid to **Peralta Colleges Foundation**
5)	8/31/2014	**$12,171.00** paid to **Air Pollution Control Fund**
6)	10/31/2014	**$12,170.00** paid to **Air Pollution Control Fund**

- All payments and documents shall be sent to the attention of:

  Mr. Brad Penick, Air Pollution Specialist
  Air Resources Board, Enforcement Division
  P.O. Box 2815, Sacramento, CA 95812

(2) Effect of Untimely Payment. If any payment is more than 15 days late, the entire remaining balance becomes immediately due and payable. In addition, if the Attorney General files a civil action to enforce this settlement agreement, BHANDAL BROTHERS shall pay all costs of investigating and prosecuting the action, including expert fees, reasonable attorney's fees, and costs.

(3) It is agreed that if BHANDAL BROTHERS, including its subsidiary or parent company, at any time becomes insolvent, or makes an assignment for the benefit of creditors or similar action adversely involving BHANDAL BROTHERS, its subsidiary, or parent company, or a proceeding or petition under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt, or receivership law or statute is filed by or against BHANDAL BROTHERS, its subsidiary, or parent company, or a trustee in bankruptcy, custodian, receiver or agent is appointed or authorized to take charge of any of BHANDAL BROTHERS', its subsidiary, or parent company's properties, or if any deposit account or other property of BHANDAL BROTHERS, its subsidiary, or parent company be attempted to be obtained or held by writ of execution, garnishment, attachment, condemnation, levy, forfeiture or other legal process, or BHANDAL BROTHERS, its subsidiary, or parent company takes any action to authorize any of the foregoing, the entire remaining balance becomes immediately due and payable without notice or demand.

(4) If the Attorney General files a civil action to enforce this settlement agreement, BHANDAL BROTHERS shall pay all costs of investigating and

prosecuting the action, including expert fees, reasonable attorney's fees, and costs.

(5) BHANDAL BROTHERS shall not violate Health and Safety Code Sections 43701 et seq. and 44011.6 et seq., Title 13, CCR, Sections 2180 et seq., 2190 et seq., and 2485 et seq.

(6) BHANDAL BROTHERS shall comply with one or both of the following options to attend the California Council on Diesel Education and Technology (CCDET I) class, (SAE J1667 Snap Acceleration Smoke Test Procedure for Heavy-Duty Diesel Powered Vehicles) as described on the ARB webpage at http://www.arb.ca.gov/enf/hdvip/ccdet/ccdet.htm . This class is conducted by various California Community Colleges and instructs attendees on compliance with the PSIP, ECL and the HDVIP.

(a) BHANDAL BROTHERS shall have the fleet maintenance manager (or equivalent) and all staff performing opacity tests for compliance with PSIP and the HDVIP attend the CCDET I class. Proof of CCDET I completion shall be provided to ARB within six months of the date of this Agreement and be maintained in each applicable employee's file for the term of his or her employment.

(b) If BHANDAL BROTHERS uses a contractor to perform the annual smoke opacity testing required under the PSIP, in addition to having the fleet maintenance manager (or equivalent) attend the CCDET I course, BHANDAL BROTHERS shall obtain proof that the contractor's staff conducting the smoke opacity tests completed the CCDET I course within the past four years. This proof of CCDET I completion shall be provided to ARB with PSIP records as required by this Agreement and be maintained with the annual PSIP records.

(7) BHANDAL BROTHERS shall comply with one or both of the following options to attend the CCDET II class (Diesel Exhaust After Treatment and Maintenance), described on ARB's webpage http://www.arb.ca.gov/enf/hdvip/ccdet/ccdet.htm . This class is conducted by various California Community Colleges and instructs attendees on California's emission regulations and the proper care and maintenance of diesel exhaust after treatment systems (DEATS).

(a) BHANDAL BROTHERS shall have the fleet maintenance manager (or equivalent) and all staff responsible for maintenance of DEATS attend the CCDET II class. Proof of CCDET II completion shall be provided to ARB within six months of the date of this Agreement and also be maintained in each applicable employee's file for the term of his or her employment.

(b) In case BHANDAL BROTHERS uses a contractor for the maintenance of DEATS, in addition to having the fleet maintenance manager (or equivalent) attend the CCDET II course, BHANDAL BROTHERS shall obtain proof that the contractor's staff maintaining the EATS device(s) completed the CCDET II course within the last four years. This proof of the CCDET II completion shall be provided by BHANDAL BROTHERS to the ARB within six months of the date of this settlement and be maintained with the EATS installation and maintenance records.

(8) BHANDAL BROTHERS shall provide copies of all PSIP compliance records for calendar years 2013 and 2014 to ARB by January 31 of the following year. Copies shall be addressed to the attention of Mr. Brad Penick, Air Pollution Specialist, ARB Enforcement Division, P.O. Box 2815, Sacramento, CA 95812. The ARB reserves the right to visit any BHANDAL BROTHERS fleet location at any time during business hours to conduct compliance audits for the TRU, HDVIP, PSIP, or any other applicable ARB program.

(9) BHANDAL BROTHERS shall complete Low NOx Software Upgrades (reflash) on all applicable heavy duty diesel engines operating in California and report back to the ARB, within 45 days of this Agreement.

(10) Each 1974 or newer diesel powered heavy-duty commercial vehicle in the BHANDAL BROTHERS fleet shall comply with the emission control label (ECL) requirement set forth in the CCR, Title 13, Section 2183 (c) and report back to ARB, within 45 days of the execution of this agreement.

(11) BHANDAL BROTHERS shall instruct all employees who operate diesel fueled commercial vehicles to comply with the commercial vehicle idling regulations set forth in CCR, Title 13, Section 2485, within 45 days of the execution of this agreement.

(12) Within 45 days of the execution of this Agreement, BHANDAL BROTHERS shall bring its fleet of TRUs operating in California in compliance with the applicable in-use emission standards as required by Title13, CCR, section 2477 (e) (1) (A) (1), apply for an ARB IDN for each of the California-based TRUs or TRU gen sets that it owns and/or operates as required by Title 13, CCR, section 2477 (e) (1) (E) (1), and affix the IDN to both sides of each TRU or TRU gen set within 30 days of receiving the number from ARB as required by Title 13, CCR section 2477 (e) (E) (1) (f). BHANDAL BROTHERS shall submit the proof of registration in the Air Resources Board Equipment Registration (ARBER) system to Mr. Brad Penick, Air Pollution Specialist, ARB Enforcement Division, P.O. Box 2815, Sacramento, CA 95812.

(13) BHANDAL BROTHERS shall submit a correct TRU Operator Report in the ARBER database as required by Title 13, CCR section 2477 (f) (1) (A) within 45 days of execution of this Agreement.

(14) BHANDAL BROTHERS shall review and correct all the information reported in the ARBER database within 45 days of execution of this Agreement.

(15) BHANDAL BROTHERS shall not violate the TRU ATCM, as codified in CCR, Title 13 section 2477.

(16) BHANDAL BROTHERS shall comply with the Truck and Bus regulation as codified in title 13 CCR, section 2025. Within 45 days of the execution of this Agreement, BHANDAL BROTHERS shall submit the proof of compliance to Mr. Brad Penick, Air Pollution Specialist, ARB Enforcement Division, P.O. Box 2815, Sacramento, CA 95812.

(17) BHANDAL BROTHERS shall not violate the Truck and Bus regulation as codified in title 13 CCR, section 2025.

(18) This Agreement constitutes the entire agreement and understanding between ARB and BHANDAL BROTHERS concerning the subject matter hereof, and supersedes and replaces all prior negotiations and agreements between ARB and BHANDAL BROTHERS concerning the subject matter hereof.

(19) No agreement to modify, amend, extend, supersede, terminate, or discharge this Agreement, or any portion thereof, is valid or enforceable unless it is in writing and signed by all parties to this Agreement.

(20) Severability. Each provision of this Agreement is severable, and in the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement remains in full force and effect.

(21) This 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.

(22) This Agreement is deemed to have been drafted equally by the Parties; it will not be interpreted for or against either party on the ground that said party drafted it.

(23) SB 1402 Statement

Senate Bill 1402 (Dutton, Chapter 413, statutes of 2010) requires the ARB to provide information on the basis for the penalties it seeks (see Health and Safety Code section 39619.7). This letter or notice of violation includes this information, which is also summarized here.

The manner in which the penalty amount was determined, including a per unit or per vehicle penalty.

Penalties must be set at levels sufficient to discourage violations. We consider all relevant circumstances in determining penalties, including the eight factors specified in Health and Safety Code (H&SC) sections 42403 and 43024.

PSIP Violations

The per vehicle penalty for the PSIP violations involved in this case is a maximum of $500 per vehicle per year. The penalty obtained for the PSIP violations involved in this case is $35,625.00 for 95 violations over two years or $375.00 per violation. This penalty is reduced because this was an unintentional first time violation and the violator cooperated with the investigation

ECL Violations

The per vehicle penalty for the labeling violations involved in this case is a maximum of $300 per vehicle per violation. The penalty obtained for the ECL violations involved in this case is $300.00 for 1 vehicle plus an additional $500.00 in late fees for the outstanding citation which was issued on 10/4/2012.

Truck and Bus Violations

The per unit penalty for the Truck and Bus violations involved in this case is a maximum of $1,000 per vehicle per day for strict liability violations or $10,000 per vehicle per day for negligent or intentional violations.

The penalty obtained for failing to report vehicles in the TRUCRS database is $5,500.00 or $500.00 per vehicle for 11 trucks.

TRU Violations

The per unit penalty for the TRU violations involved in this case is a maximum of $1,000 per unit per day for strict liability violations or $10,000

per unit per day for negligent or intentional violations pursuant to H&SC section 39674. The penalty obtained for all of the TRU violations involved in this case is $18,000.00 and is itemized below.

The penalty obtained for non-compliant TRUs is $11,000.00 for 11 non-compliant TRU operated by BHANDAL BROTHERS or $1,000.00 for each violation plus $8,000.00 in late fees for 10 outstanding citations issued by field staff on 1/4/2011, 6/8/2011, 7/21/2011, 1/22/2012, 3/7/2012, 6/19/2012, 6/20/2012, 10/4/2012, 10/30/2012, and 2/2/2013 or $800.00 per late fee.

The penalty obtained for BAHNDAL BROTHERS failing to correctly register TRUs it owns in the ARBER database is $3,500.00 for 7 non-registered TRUs or $500 per violation and $3,500.00 for the 7 TRUs with false information entered in ARBER or $500.00 for each violation plus an additional $3,600.00 in late fees for the 12 outstanding citations which were issued on 1/5/2011, 3/8/2011, 5/18/2011, 8/29/2011, 12/7/2011, 6/19/2012, 6/28/2012, 8/8/2012, 12/10/2013, 12/10/13, 02/05/2013, and 6/24/2013, or $300.0 per late fee.

The penalty obtained for BHANDAL BROTHERS failing to affix the ARB IDN to both sides of each TRU in their fleet is $900.00 for the 3 TRUs without IDNs affixed or $300.00 for each violation plus an additional $600.00 in late fees for the 3 outstanding citations which were issued on 3/14/2012, 6/11/2012, and 9/12/2013 or $200.00 per late fee.

The provision of law the penalty is being assessed under and why that provision is most appropriate for that violation.

PSIP Violations

The penalty provision being applied to the PSIP violations is Health and Safety Code section 43016 because BHANDAL BROTHERS failed to test, measure, record, and maintain records of smoke emissions from its fleet of heavy duty diesel vehicles for years 2009, and 2010 in violation of the PSIP regulation in Title13, CCR Sections 2190 et seq, for 95 violations. Since the PSIP regulation was adopted pursuant to authority granted in Part 5 of Division 26 of the Health and Safety Code and since there is no specific penalty or fine provided for PSIP violations in Part 5, Health and Safety Code section 43016 is the applicable penalty provision.

ECL Violations

The penalty provision being applied to the Emission Control Label (ECL) requirements set forth in the CCR, title 13, section 2185(a)(2) because

BHANDAL BROTHERS failed to provide evidence that one of their vehicles has the ECL labels attached as required.

Truck and Bus Violations

The penalty provision being applied for the Truck and Bus regulation (title 13 CCR, section 2025) violations in this case is HSC section 39674 because the Truck and Bus regulation is a Toxic Air Contaminant Control Measure adopted pursuant to authority contained in HSC section 39002 et seq., 39650-39675 and because BHANDAL BROTHERS failed to report vehicles in the TRUCRS database as set forth in 13 CCR section 2025 (r).

TRU Violations

The penalty provision being applied for the Air Toxic Control Measure for In-Use Diesel-Fueled Transport Refrigeration Unit and TRU Generator Set (Title 13, CCR, section 2477 et seq.) violations (including registration and labeling) is H&SC section 39674 because the TRU rule is an Air Toxic Control Measure adopted pursuant to authority contained in H&SC section 39650-39675. BHANDAL BROTHERS, as an owner of TRUs, failed to bring 1 TRU in their fleet into compliance with the in-use emissions standards, failed to register 7 TRUs in its fleet in the ARBER database and entered false information for 7 of their TRUs.

Is the penalty being assessed under a provision of law that prohibits the emission of pollution at a specified level, and, if so a quantification of excess emissions, if it is practicable to do so.

PSIP Violations

The provisions cited above do prohibit emissions above a specified percentage of smoke opacity. However, since the hours of operation of the non-compliant vehicles involved and their individual emission rate are not known, it is not practicable to quantify the excess emissions.

ECL Violations

The failure to provide verification that the heavy-duty vehicles in the BHANDAL BROTHERS fleet have an emission label affixed to the engine does not prohibit emissions above a specified level.

Truck and Bus Violations

The provisions cited above do prohibit emissions above a specified level of g/hp-hr. However, since the hours of operation of the non-compliant

trucks involved and their individual emission rates are not known, it is not practicable to quantify the excess emissions.

TRU Violations

The provisions cited above do prohibit emissions above a specified level of g/hp-hr. However, since the hours of operation of the non-compliant TRUs involved and their individual emission rates are not known, it is not practicable to do so.

(24) BHANDAL BROTHERS acknowledges that ARB has complied with SB 1402 in prosecuting and settling this case. Specifically, ARB has considered all relevant facts, including those listed at HSC sections 42403 and 43024, has explained the manner in which the penalty amount was calculated (including a per unit or per vehicle penalty, if appropriate), has identified the provision of law under which the penalty is being assessed and has considered and determined that this penalty is being assessed under a provision of law that prohibits the emission of pollutants at a specified level. However, since the hours of operation of the non-compliant units involved and their individual emission rates are not known, it is not practicable for ARB to quantify the excess emissions.

(25) Penalties were determined based on the unique circumstances of this matter, considered together with the need to remove any economic benefit from noncompliance, the goal of deterring future violations and obtaining swift compliance, the consideration of past penalties in similar cases negotiation, and the potential costs and risk associated with litigating these particular violations. The penalty reflects violations extending over a number of days considered together with the complete circumstances of this case. Penalties in future cases might be smaller or larger on a per unit basis.

(26) The penalty was based on confidential settlement communications between ARB and BHANDAL BROTHERS that ARB does not retain in the ordinary course of business either. The penalty is the product of an arm's length negotiation between ARB and BHANDAL BROTHERS and reflects ARB's assessment of the relative strength of its case BHANDAL BROTHERS the desire to avoid the uncertainty, burden and expense of litigation, obtain swift compliance with the law and remove any unfair advantage that BHANDAL BROTHERS may have secured from its actions.

(27) Now therefore, in consideration of the payment by BHANDAL BROTHERS, in the amount of seventy-three thousand twenty-five dollars ($73,025.00), ARB hereby releases BHANDAL BROTHERS and its principals, officers, agents, predecessors and successors from any and all

claims that ARB may have based on the facts and allegations described in recital paragraphs (1) – (25) above. The undersigned represent that they have the authority to enter into this Agreement.

California Air Resources Board

By: _____

Name: Ellen M. Peter
Title: Chief Counsel
Date: 2/12/2014

BHANDAL BROTHERS TRUCKING, INC.

By: _____

Name: MANNY BHANDAL
Title: CFO
Date: 12/31/13

"ORIGINAL"