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8 *North Coast Regional Water Quality Control Board*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF MENDOCINO

11
12 **PEOPLE OF THE STATE OF**
13 **CALIFORNIA EX REL. THE NORTH**
14 **COAST REGIONAL WATER QUALITY**
BOARD,

15 Plaintiff,

16 v.

17 **THOMAS RIDER PLOWRIGHT AND**
18 **PATRICIA PLOWRIGHT, and DOES 1**
through 50, inclusive,

19 Defendants

Case No. SC UK CVG 14 63454

**STIPULATION FOR ENTRY OF
JUDGMENT AND [PROPOSED]
JUDGMENT**

20
21 This Stipulated Final Judgment (Stipulated Judgment) is entered into by and between
22 plaintiff People of the State of California *ex rel.* the California Regional Water Quality Control
23 Board, North Coast Region (the “Regional Water Board” or “Plaintiff”) and defendants Thomas
24 Rider Plowright III and Patricia Plowright (collectively, the “Plowrights” or “Defendants”).
25 Plaintiff and Defendants are collectively referred to herein as the “Parties.”

26 **RECITALS**

27 A. Patricia Plowright is trustee of a trust that owns a 55-acre parcel of real property in
28 Philo, Mendocino County, California (the “Property”). The Plowrights control, possess and/or

1 use the Property and are responsible for certain discharges thereon. Small tributaries flow
2 through the Property including Little Mill Creek, carrying storm water and surface flows
3 downstream to Mill Creek and eventually into the Navarro River, a water of the State and the
4 United States. The Navarro River watershed is listed as an impaired water body under Section
5 303(d) of the Clean Water Act due to sedimentation/siltation and temperature.

6 B. The Regional Water Board is authorized to issue orders related to water pollution.
7 (Wat. Code, §§ 13300-13365.) This includes issuing cleanup and abatement orders. (*Id.* at §
8 13304, subd. (a).) This also includes requiring any person who has discharged, discharges, or is
9 suspected of having discharged or discharging waste that could affect water quality to submit
10 technical or monitoring program reports. (*Id.* at § 13267, subd. (b)(1).)

11 C. On January 18, 2011, the Regional Water Board issued Cleanup and Abatement
12 Order No. R1-2011-0014 to the Plowrights regarding the Property (the “Order”). A true and
13 correct copy of the Order is attached hereto as Exhibit “A” and incorporated herein by reference.
14 The Plowrights filed a petition with the State Water Resources Control Board, petition number A-
15 2148, challenging the issuance of the Order.

16 D. Among other things, the Order required that the Plowrights “under the direction of a
17 qualified licensed professional experienced in erosion control and in stream restoration, develop a
18 plan to restore the streams at the site of the stuck tractor and at [the] Plowright Property cabin
19 site.” To comply with the Order, the restoration plan was to include design and construction
20 standards, and a monitoring plan as follows:

21 a. The removal and stabilization of excess earthen fill materials and woody debris; all
22 excess fill materials and woody debris must be stabilized in a location where there is no
23 potential for discharge.

24 b. A plan for restoration of the stream segments impacted with sediment and woody
25 debris; the plan must include a map (1:12000 or larger scale; the map must illustrate all
26 restoration plan work points, all roads, unstable features, unstable fills, spoil disposal sites,
27 impoundments, restoration planting and any other factor required to complete the scope of
28 work), design and construction standards for stream bank stabilization, stream bed
stabilization, clear water diversion of flows during restoration construction work, and
riparian re-planting of exposed soils.

c. A monitoring plan for all restored areas that evaluates the restoration to determine

1 the success of restoration plantings, and sediment remediation efforts. The monitoring plan
2 must include regularly scheduled inspections after each rain event of greater than 1 inch in
3 a 48 hour period. Each monitoring event must be followed by a report that describes the
4 inspection findings, and provides corrective actions for any failures of the restoration
site(s); failures are including but not limited to, failures in planting success and in sediment
stabilization.

5 d. The entire plan must be submitted to the Regional Water Board by April 15, 2011
6 (inclusive of restoration designs and monitoring and reporting requirements described
7 herein). Progress reports are due the first of each month starting March 1, 2011, until the
8 completion of restoration efforts triggers the required monitoring and reporting program
described above.

9 E. A Watercourse Restoration and Monitoring Plan was submitted to the Regional Water
10 Board for the Plowright Property on or about April 29, 2011 (“Plan”). A true and correct copy of
11 the Plan is attached as Exhibit “B” and incorporated herein by reference. Plaintiff approved the
12 plan. Various site inspections were conducted by the Regional Water Board, and Notices of
13 Violations therefore issued at times.

14 F. Plaintiff contended that the Plowrights failed to fully comply with the Order and Plan,
15 and Plaintiff filed this action (Action) on January 24, 2014. Plaintiff alleged in the complaint
16 (Complaint) that the Plowrights violated Water Code section 13304 for failing to comply with the
17 Clean Up and Abatement Order. Plaintiff further alleged that the Plowrights violated Water Code
18 section 13376 by discharging pollutants, or dredge or fill material, into the navigable waters of
19 the state without a permit, and by failing to comply with the Clean Up and Abatement Order.
20 Plaintiff sought civil liability and penalties under Water Code section 13385 and alleged that
21 pursuant to Water Code section 13385 subdivision (b)(1)(A), civil liability may be as high as
22 \$25,000 per violation per day. Plaintiff also sought an award of attorney’s fees and all costs of
23 investigating and prosecuting this enforcement action pursuant to Code of Civil Procedure section
24 1021.8. Defendants deny Plaintiff’s contentions.

25 G. Plaintiff and the Plowrights have reached and enter into a settlement by way of this
26 Stipulated Judgment in a good faith effort to avoid the uncertainty and expense of protracted
27 litigation.
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2 **TERMS**

3 THEREFORE, Plaintiff and Defendants stipulate as follows:

4 **1. JURISDICTION**

5 The Superior Court of Mendocino has jurisdiction over the subject matter of this action and
6 personal jurisdiction over the Parties to this Stipulated Judgment.

7 **2. SETTLEMENT OF DISPUTED CLAIMS**

8 Defendants do not admit to any of the violations mentioned in this Stipulated Judgment,
9 and expressly deny liability for any and all claims made in, or related to, the Complaint in this
10 matter. The Parties expressly acknowledge that this Stipulated Judgment is the compromise of
11 disputed claims.

12 **3. TASKS AND MONITORING**

13 **3.1** The Regional Water Board hereby amends Clean Up and Abatement Order R1-2011-
14 0014 to provide for revisions to the Plan and modification to the monitoring portion of the Plan,
15 the terms of which are set forth below. No further approval by the Water Board is necessary.
16 The Regional Water Board finds that compliance with the following terms and conditions will
17 constitute full compliance with the Cleanup and Abatement Order No. R1-2011-0014. The
18 Plowrights have completed Tasks 1 through 6, and have provided the Regional Water Board with
19 a Report documenting the completion of Tasks 1 through 6, both to the satisfaction of the
20 Regional Water Board. The Plowrights agree to comply with the monitoring outlined as Task 7
21 below:

22 **Tasks**

23 (1) Rock the dip/swale within roadway that drains the spring near site #1 as identified on
24 Exhibit B. It is an area of the road approximately 20 feet in length, by the width of the road. The
25 rock to be used will be 2-4 inches and contain a greater mix of angular rock.

26 (2) Shape and rock the landing in front of cabin to achieve even, sheet-like run off.

27 (3) Shape the roadway leading to trailer location to achieve even, sheet-like, run off.

28 a. Add water bar(s).

1 b. Remove berm created from prior earth movement near bottom section of this road
2 above bridge (stream side of road).

3 c. Straw/mulch as needed.

4 (4) Re-channel and armor Class III stream on up-hill side of trailer road and remove
5 “check dam” located near the point where that stream enters the Class II stream that runs adjacent
6 to landing.

7 (5) Add water bar on downhill side of log pile on road leading to deposit site (site #7).

8 (6) Plant trees or shrubs in stream area near cabin, landing, trailer road and as otherwise
9 needed.

10 (7) **Monitoring**

11 In the first year of monitoring, which shall commence effective October 15, 2014, erosion
12 controls will be inspected by a licensed professional hired by Plaintiff for performance as
13 specified in the Plan. However, the terms of the Plan shall be amended as follows:

14 For the second and third year, a monitoring visit by a licensed professional shall occur once
15 in the winter period. Monitoring shall occur in the fourth and fifth year only if active erosion
16 sites (sites referenced in Tasks 1-6 above that are eroding and delivering sediment to waters of the
17 state) require treatment to stabilize the site and stop erosion during the second and third years of
18 monitoring.

19 *Performance Standards*

20 a. Plantings shall be monitored for survival annually as specified in the Plan (described
21 below) and a report shall be submitted regarding said monitoring. If after three years from the
22 date of plantings 85% survival is met with a minimum of two consecutive years (two growing
23 seasons) of monitoring (if irrigation is used, the two consecutive years’ requirement shall occur
24 following removal of the irrigation), then monitoring shall not continue into the fourth and fifth
25 years. Replacement plants shall be monitored with the same survival success for an additional
26 three years from the year of installation.

27 b. A monitoring report covering both the drainage structures and vegetation plantings
28 shall be completed and submitted to the California Regional Water Quality Control Board by

1 June 30 of each year that monitoring occurs (such a report has already been completed and
2 submitted for the first year of monitoring). The report shall include photos and state the current
3 conditions of both the drainage structures and plant survival and shall include any repairs,
4 corrective actions or additional plantings required or completed.

5 c. During the first year from entry of this Stipulated Judgment, reports shall be filed
6 following each monitoring visit.

7 **3.2 Task (7), Monitoring**, shall occur through the October 15, 2019, unless the
8 Performance Standards as described in Paragraph 3.1 are met. Monitoring shall not occur in the
9 fourth and fifth year if the Performance Standards identified in Paragraph 3.1 have been met in
10 the second and third years of monitoring.

11 **4. SETTLEMENT PAYMENTS AND MONETARY LIABILITY**

12 As a matter of compromise, the Regional Water Board agrees to accept, and
13 Defendants agree to pay the following amount in the following manner in full and final settlement
14 of the Matters Covered and Released Claims (identified below):

15 a. Defendants shall pay Twenty-Five Thousand Dollars (\$25,000.00) to the **State**
16 **Water Resources Control Board Cleanup and Abatement Account** as follows:

17 i. Within twenty (20) days of service of the Court-executed and filed Stipulated
18 Judgment, Defendants shall pay Seven Thousand Five Hundred Dollars (\$7,500.00) to the **State**
19 **Water Resources Control Board Cleanup and Abatement Account**.

20 ii. Beginning fifty (50) days after said payment, and every thirty (30) days
21 thereafter, Defendants shall make a total of eleven (11) payments of not less than One Thousand
22 Five Hundred Ninety Dollars and Ninety One Cents \$1,590.91, to the **State Water Resources**
23 **Control Board Cleanup and Abatement Account**, thereby resulting in full payment required
24 herein.

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1 Payments shall be by certified or cashier's check and shall be sent to:

2 Barbara Spiegel, Deputy Attorney General
3 Office of the California Attorney General
4 455 Golden Gate Ave.
5 Suite 11000
6 San Francisco, CA 94102

7 Early payment of the settlement amount will not be considered a breach of the terms of this
8 Stipulated Judgment, or a waiver of any other terms of this Stipulated Judgment. There shall be
9 no prepayment penalty.

10 The Plowrights, by making the payments set forth herein and otherwise satisfying the
11 provisions of this Stipulated Judgment, shall be deemed to have satisfied the requirements of the
12 Notice of Violation and Cleanup and Abatement Order No. R1-2011-0014 issued by the Regional
13 Water Board on January 18, 2011, (including as modified herein) and any related Notices of
14 Violation.

15 **5. JOINT AND SEVERAL LIABILITY**

16 The Plowrights' obligations under this Stipulated Judgment are joint and several.

17 **6. DISPUTES CONCERNING PERFORMANCE; COMPLIANCE AND**
18 **SATISFACTION BY THE PLOWRIGHTS**

19 a. If the Plowrights fail to make ANY payment set forth in Section 4 of this
20 Stipulated Judgment in a timely manner, the ENTIRE balance owed will become due and payable
21 immediately. Interest will accrue thereafter on the balance owed at the rate provided by law,
22 beginning from the date the missed payment was due. The Regional Water Board shall then be
23 entitled to take collection activity in any manner provided for by law, including but not limited to
24 recording a lien against the Property; and, should any lien result, Plaintiff or its assignee shall
25 promptly take all measures necessary to remove the same when full payment is made by the
26 Plowrights. Notwithstanding the foregoing, Plaintiff shall give the Plowrights notice of any
27 missed payment and the Plowrights will then be given 15 days to cure the delinquent payment,
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1 which if done, will permit the Plowrights to remain on the payment schedule listed above.

2 b. In the event a dispute arises concerning performance of the monitoring required
3 under section 3.1 of this Stipulation, the Parties agree to make good faith efforts to resolve the
4 same between them and, failing that, to have such disputes determined by the Court upon a
5 noticed motion unless exigent circumstances exist, in which case either party may seek ex parte
6 relief from the court upon 24-hours notice as provided in Section 7.
7

8 c. Either Party to this Stipulated Judgment may file noticed motion before this Court
9 to show a violation of the terms of this Stipulated Judgment and/or to enforce its terms. Before
10 either Party files such a motion or application, they agree to meet and confer, either in person or
11 by telephone, with the other Party through counsel (if any), in accordance with Local Rules and
12 California Rules of Court to attempt to resolve the dispute, unless there is an immediate threat to
13 public health, the environment, financial harm, or irreparable injury, in which case a Party may
14 seek relief through an ex parte application with proper notice.
15

16 d. Plaintiff shall be entitled to an award of all reasonable attorneys fees and costs
17 actually incurred should Plaintiff prevail in any motion to enforce this Stipulated Judgment.
18 However, Plaintiff shall not be entitled to penalties authorized by the Water Code, including but
19 not limited to penalties authorized by sections 13350 and 13385.
20

21 e. Upon full payment by the Plowrights and completion of the monitoring period set
22 forth in section 3 above, the Plowrights shall be conclusively deemed to have fully and completed
23 satisfied all requirements and obligations in this Stipulated Judgment, the Matters Covered and
24 Released Claims, and the cleanup and abatement orders and notices of violation set forth herein.
25 Accordingly, upon that full and complete satisfaction, Plaintiff agrees to take the steps provided
26 for by law to acknowledge satisfaction of the judgment.
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1 **7. SUBMITTALS, COMMUNICATIONS, AND NOTICES**

2 All written submittals and communications from Defendants pursuant to this Stipulated
3 Judgment that pertain to the Tasks and Monitoring shall be sent to:

4 Stormer Feiler, Environmental Scientist
5 North Coast Regional Water Quality Control Board
6 5550 Skylane Boulevard, Suite A
7 Santa Rosa, CA 95403

8 Nathan Jacobsen, Staff Counsel
9 State Water Resources Control Board
10 1001 I Street
11 Sacramento, CA 95812

12 Notices of ex parte hearings or other legal action shall be provided to the Parties as follows:

13 Defendants:

14 Thomas Plowright III and Patricia Plowright



15 Counsel for Plaintiff:

16 Barbara Spiegel, Deputy Attorney General
17 Office of the California Attorney General
18 455 Golden Gate Avenue, Suite 11000
19 San Francisco, CA 94102
20 Barbara.Spiegel@doj.ca.gov

21 (415) 703-5719

22 Counsel for Defendants:

23 Donald McMullen, Esq.
24 Law Offices of Duncan James
25 445 North State Street
26 Ukiah, CA 95482
27 Donald@duncanjames.com

28 (707) 468-9271

It is understood that said attorney may or may not be representing Defendants in this matter at any given time. However, counsel will be “cc’d” with notices in the event counsel still

1 represents Defendants.

2 The parties and counsel are responsible for notifying other parties and counsel of any
3 change of counsel, change of address, email address, and phone numbers.

4 **8. NECESSITY FOR WRITTEN ACCEPTANCE**

5 All acceptances and decisions of the Regional Water Board regarding any matter requiring
6 acceptance or decision under the terms of this Stipulated Judgment shall be communicated in
7 writing to Defendants' counsel (if any) as provided in Section 7. No informal oral advice,
8 guidance, suggestions, or comments by employees or officials of Plaintiff or its representatives,
9 including Regional Water Board staff, regarding submissions or notices shall be construed to
10 relieve Defendants of their obligations to obtain final written acceptances required by this
11 Stipulated Judgment, if any.

12 **9. MATTERS COVERED**

13 This Stipulated Judgment is intended to resolve all claims relating to the discharges and
14 activities on the Property alleged in the Complaint in this matter, in the Notice of Violation and
15 Cleanup and Abatement Order No. R1-2011-0014 issued by the Regional Water Board on
16 January 18, 2011, (including as modified herein) and any related claims or Notices of Violation
17 which could have been asserted against or by the Plowrights up to and including January 27, 2015
18 (collectively "Matters Covered").

19 **10. RELEASED CLAIMS**

20 The following are referred to herein as "Released Claims."

21 a. Defendants' Release of Plaintiff

22 Except as otherwise provided in this Stipulated Judgment, Defendants, and each of them,
23 and all of their related successors and assignees, hereby release Plaintiff, and all of its
24 officers, employees, attorneys, agents, representatives, and/or assignees, from any and all
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1 claims, demands, debts, losses, obligations, liabilities, attorney's fees, costs, expenses, rights,
2 and causes of action, of any kind or character whatsoever, whether known or unknown,
3 suspected or unsuspected, which they have or may have had against Plaintiff with regard to or
4 arising from Matters Covered as of January 27, 2015.

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6 b. Plaintiff's Release of Defendants

7 Except as otherwise provided in this Stipulated Judgment, Plaintiff, and all of its
8 related successors and assignees, hereby release Defendants, and all of their attorneys, agents,
9 representatives, trustees, and/or assignees, from any and all claims, demands, debts, losses,
10 obligations, liabilities, attorney's fees, costs, expenses, rights, and causes of action, of any
11 kind or character whatsoever, whether known or unknown, suspected or unsuspected, which
12 they have or may have had against Defendants, and each of them, with regard to or arising
13 from Matters Covered as of January 27, 2015.

14
15 **11. RESERVATION OF RIGHTS; NO RELEASE OF SUBSEQUENT OR NEW**
16 **VIOLATIONS**

17 Plaintiff and the Plowrights reserve their respective rights to initiate judicial or
18 administrative action against each other for any and all claims besides Matters Covered or
19 Released Claims in this Stipulated Judgment. Nothing in this Stipulated Judgment shall
20 constitute or be construed as a satisfaction or release from liability for any conditions or claims
21 arising as a result of past, current, or future operations or activities of the Plowrights that are not
22 Matters Covered or Released Claims in this Stipulated Judgment. Nothing herein is intended or
23 shall be construed as a waiver of Plaintiff's right to institute an action to compel compliance with
24 this Stipulated Judgment as provided herein.
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1 **12. STIPULATED JUDGMENT DOES NOT BIND ANY OTHER AGENCY**

2 This Stipulated Judgment is made and entered into by and on behalf of the Regional Water
3 Board only. Except as to the Matters Covered or Released Claims, nothing in this Stipulated
4 Judgment is intended or shall be construed to preclude the Attorney General from exercising his
5 or her authority as an independent Constitutional officer under any law, statute, or regulation.
6 Further, other than as provided for by Matters Covered or Released Claims, nothing in this
7 Stipulated Judgment is intended or shall be construed to preclude any state, local, or federal
8 agency, board, department, office, commission, or entity from exercising its authority under any
9 law, statute, regulation, or ordinance. The Regional Water Board, through its officers,
10 employees, representative, agents, or attorneys represents and warrants that it has no knowledge
11 of any claim or potential claim, related to the Matters Covered and/or Released Claims, against
12 the Plowrights by any other state, local, or federal agency, board, department, office, commission,
13 or entity, however characterized.

14 **13. PLAINTIFF IS NOT LIABLE**

15 Plaintiff shall not be liable for any injury or damage to persons or property resulting from
16 acts or omissions by Defendants, their employees, agents, representatives or contractors in
17 carrying out activities pursuant to this Stipulated Judgment, nor shall Plaintiff be held as Parties
18 to or guarantors of any contract entered into by or on behalf of Defendants in carrying out
19 activities pursuant to this Stipulated Judgment.

20 **14. NO WAIVER OF RIGHT TO ENFORCE**

21 The failure of Plaintiff to enforce any provision of the Stipulated Judgment shall in no way
22 be deemed a waiver of such provision, or in any way affect the validity of the Stipulated
23 Judgment. The failure of Plaintiff to enforce any such provision shall not preclude it from later
24 enforcing the same or any other provision of the Stipulated Judgment. The expiration of a
25 deadline contained in this Stipulated Judgment does not make any related provision
26 unenforceable. Notwithstanding the foregoing, Defendants shall be entitled to the benefit of any
27 and all available defenses.

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15. PERMITS

Nothing contained herein shall excuse Defendants from obtaining required permits from agencies other than Regional Water Board, if any. Defendants’ tasks, work, and monitoring contemplated herein are deemed permitted and approved. Compliance with the terms herein shall be conclusively deemed to satisfy any and all requirements of the Regional Water Board associated with the Matters Covered.

16. CONTINUING JURISDICTION

This Court shall retain jurisdiction to interpret and enforce the terms and conditions of this Stipulated Judgment.

17. INTERPRETATION

This Stipulated Judgment shall be deemed to have been drafted equally by the Parties, and shall not be interpreted for or against either Party on the ground that any such Party drafted it. Accordingly, the Parties hereby agree that any and all rules of construction to the effect that ambiguity is construed against the drafting Party shall be inapplicable in any dispute concerning the terms, meaning or interpretation of this Stipulated Judgment. This stipulation shall be governed by the laws of the State of California.

18. INTEGRATION

This Stipulated Judgment contains all of the terms and conditions agreed upon by the Parties relating to the matters covered by this Stipulated Judgment, and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications of the Parties, whether oral or written, respecting the matters covered by this Stipulated Judgment. This Stipulated Judgment may be amended or modified only by a writing signed by the Parties or their authorized representatives, and/or by order of the Court.

19. PAYMENT OF EXPENSES AND FEES

Each party agrees to bear their own attorney’s fees, expert fees and costs associated with this litigation and the Matters Covered incurred up to and including the date of entry of the Stipulated Judgment.

1 **20. COUNTERPART SIGNATURES**

2 This Stipulated Judgment may be executed in counterpart originals with the same force and
3 effect as if fully and simultaneously executed as a single, original document. Electronic or
4 facsimile signatures shall be deemed originals.

5 **21. WAIVER OF APPEAL RIGHT AND RESERVATION OF RIGHT TO**
6 **APPEAL COLLATERAL ORDERS**

7 The Parties agree to waive their right to appeal from this Stipulated Judgment. Upon
8 approval by the Regional Water Board of this Stipulation, the Plowrights further agree to hereby
9 withdraw their Petition, No. A-2148 filed with the State Water Resources Control Board on
10 February 17, 2011. No further action, liability, or consequence shall result from the Petition or its
11 withdrawal. Nothing in this Stipulated Judgment shall be construed as a waiver of any Party's
12 right to appeal from an order that arises from an action to enforce the terms of this Stipulated
13 Judgment.

14 **22. EFFECTIVE DATE**

15 The effective date of this Stipulated Judgment shall be the date that it is endorsed-
16 filed/entered as a judgment by the Clerk of the Court.

17 **23. AUTHORITY TO EXECUTE**

18 Each Party to this Stipulated Judgment represents and warrants that the person who has
19 signed this Stipulated Judgment on its behalf is duly authorized to enter into this Stipulated
20 Judgment, and to bind that Party to the terms and conditions of this Stipulated Judgment.

21 **24. PUBLIC NOTICE**

22 Pursuant to the State Water Resources Control Board's Water Quality Enforcement Policy
23 the Regional Water Board will make a draft of the proposed Stipulated Judgment available for
24 public comment for thirty (30) days on its website at waterboards.ca.gov/northcoast. The
25 document will not be signed by the Parties until after any comments are received and considered
26 by the Regional Water Board. The Parties agree to meet and confer in good faith to attempt to
27 reach agreement on any changes to the content of this Stipulated Judgment the Regional Water
28 Board determines are appropriate based on comments received from the public.

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IT IS SO STIPULATED.

Dated: _____
Patricia Plowright

Dated: _____
Thomas Plowright III

Dated: _____
Regional Water Board

APPROVED AS TO FORM:

Dated: _____
Barbara C. Spiegel
Deputy Attorney General
Attorney for Plaintiff

Dated: _____
Donald McMullen
Attorney for Defendants

JUDGMENT

Having considered the Parties' Stipulation for Entry of Judgment, and finding it to be in the interest of justice to enter judgment according to its terms,

THE CLERK IS DIRECTED TO ENTER THIS DOCUMENT AS A JUDGMENT INCORPORATING THE TERMS OF THE ABOVE STIPULATION.

Dated: _____
Judge of the Superior Court