

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION**

In the Matter of:

**ADMINISTRATIVE CIVIL LIABILITY  
COMPLAINT NO. R5-2025-0528 IN THE  
MATTER OF J. S. BATTH, INC.**

ORDER R5-2026-0501[PROPOSED]

**SETTLEMENT AGREEMENT AND  
STIPULATION FOR ENTRY OF  
ADMINISTRATIVE CIVIL LIABILITY  
ORDER**

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**I. Introduction**

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board), on behalf of the Central Valley Water Board Prosecution Team (Prosecution Team), and J. S. Batth, Inc. (Discharger) (collectively known as the Parties) and is presented to the Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to California Water Code section 13323 and Government Code section 11415.60.

**II. Recitals**

2. The Discharger owns approximately 72 acres of irrigated agricultural land in San Joaquin County, identified as Assessor's Parcel Numbers (APN's) 05904003, 05904006, and 05904007 (Parcels). All Parcels are considered irrigated vineyards.
3. On 20 December 2024, the Central Valley Water Board issued a Water Code section 13260 Directive Letter (Directive) to the Discharger. The Directive required the Discharger to obtain regulatory coverage for its irrigated agricultural Parcels within 15 calendar days of receipt of the Directive. Delivery of the Directive was confirmed as 24 December 2024.
4. As detailed in the Directive, the Discharger could obtain coverage by joining the San Joaquin County and Delta Water Quality Coalition (Coalition), or by enrolling in the Waste Discharge Requirements for Discharges from Irrigated Lands within the Central Valley Region for Dischargers not Participating in a Third-party Group

Order No. R5-2013-0100 (Individual Order). If choosing the Individual Order option, a discharger must submit a completed Notice of Intent (NOI) with the first year's annual fee to the Central Valley Water Board. The Discharger did not obtain regulatory coverage by 8 January 2025.

5. On 1 December 2025, the Assistant Executive Officer of the Central Valley Water Board issued Administrative Civil Liability Complaint No. R5-2025-0528 (Complaint) alleging that the Discharger failed to submit a report of waste discharge (RoWD) as required by the California Water Code (Water Code) section 13260 Directive. The Complaint proposed an assessment of administrative civil liability in the amount of \$28,665.
6. On 9 January 2026, the Prosecution Team received the Discharger's signed Waiver Form electing to waive the 90-day hearing requirement in order to engage in settlement discussions.
7. On 29 January 2026, the Discharger enrolled the Parcels with the Coalition, including enrollment of APNs 05904003, 05904006, and 05904007.

### **III. Regulatory Considerations**

8. Water Code section 13260, subdivision (a), requires that any person discharging waste or proposing to discharge waste within any region that could affect the quality of the waters of the State, other than into a community sewer system, shall file with the appropriate Regional Water Board a RoWD containing such information and data as may be required by a Regional Water Board, unless the Regional Water Board waives such requirement.
9. Pursuant to Water Code section 13261, subdivision (a), a person who fails to furnish a report or pay a fee under section 13260 when so requested by a regional board is guilty of a misdemeanor and may be liable civilly in accordance with subdivision (b).
10. Water Code section 13261, subdivision (b)(1), states that civil liability may be administratively imposed by a regional board or the state board in accordance with Article 2.5 (commencing with section 13323) of Chapter 5 for a violation of subdivision (a) in an amount not exceeding one thousand dollars (\$1,000) for each day in which the violation occurs.
11. Pursuant to Water Code section 13327, in determining the amount of civil liability, the Central Valley Water Board is required to take into consideration the nature,

circumstance, extent, and gravity of the violation or violations, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on ability to continue in business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, economic benefit or savings, if any, resulting from the violation, and other matters as justice may require. Attachment A, which is hereby fully incorporated into this Stipulated Order by reference, describes the penalty calculation.

#### **IV. Settlement**

12. The Parties have engaged in confidential settlement negotiations and agree to settle the matter without administrative or civil litigation by presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption as an order by settlement pursuant to Government Code section 11415.60. To resolve the alleged violation by consent and without further administrative proceedings, the Parties have agreed to the imposition of \$5,000 in liability against the Discharger.
13. The Prosecution Team has determined that a reduction in the proposed liability amount of \$28,665 to \$5,000 is appropriate in consideration of the Discharger's compliance with the Directive's requirements to obtain regulatory coverage, the inherent risks in proceeding to a contested hearing, and the Discharger's engagement in settlement negotiations to promptly resolve this matter. The Prosecution Team believes that this resolution of the alleged violation is fair and reasonable and fulfills its enforcement objectives, including creating a sufficient deterrent from future violations. No further action is warranted concerning the violation, except as provided in this Stipulated Order, and this Stipulated Order is in the best interest of the public.

#### **V. Stipulations**

The Parties stipulate to the following:

14. **Jurisdiction:** The Parties agree that the Central Valley Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulated Order.
15. **Administrative Civil Liability:** The Discharger hereby agrees to pay **five thousand dollars (\$5,000)** in administrative civil liability (ACL) to resolve the

violation specifically alleged in the Complaint. The ACL shall be paid to the *State Water Board Cleanup and Abatement Account*. Payment shall be made no later than thirty (30) days after the entry of an Order approving this Settlement Agreement by the Central Valley Water Board, by check payable to the “*State Water Board Cleanup and Abatement Account*.” The Discharger shall indicate on the check the number of this Order. The Discharger shall send the original signed check to the Accounting Office:

State Water Resources Control Board  
ATTN: ACL Payment, Division of Administrative Services, Accounting Branch  
P.O. Box 1888  
Sacramento, California 95812-1888

A copy of the check shall be sent to Wesley Ouimette, Central Valley Water Quality Control Board, 11020 Sun Center Drive, #200, Rancho Cordova, California 95670.

16. **Compliance with Regulatory Coverage Requirements:** As a material condition for the Central Valley Water Board’s acceptance of this Stipulated Order, the Discharger represents that Parcels at issue are currently enrolled in the Coalition. Furthermore, the Discharger agrees to stay in compliance with the requirements of the Directive and to maintain regulatory coverage for the Parcels.
17. **Compliance with Applicable Laws and Regulatory Changes:** The Discharger understands that payment of an ACL in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that additional violations of the type alleged may subject the Discharger to further enforcement, including additional ACLs. Nothing in this Stipulated Order shall excuse the Discharger from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.
18. **Party Contacts for Communications Related to Stipulated Order:**

For the Central Valley Water Board:  
Wesley Ouimette – Senior Environmental Scientist  
Central Valley Regional Water Quality Control Board  
11020 Sun Center Drive, #200  
Rancho Cordova, California 95670  
(916) 584-6363

Christine Eidt – Attorney  
Office of Enforcement, State Water Resources Control Board  
801 K Street, 23<sup>rd</sup> Floor  
Sacramento, California 95814  
(916) 341-5622

For the Discharger:

Jagpal S. Batth – Agent  
J. S. Batth, Inc.  
14444 N. Ray Road  
Lodi, CA 95242

Randolf Krbechek – Attorney  
Law Offices of Randolf Krbechek  
9477 N. Fort Washington Road  
Fresno, CA 93730  
(559) 434-4500

19. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
20. **Matters Addressed by Stipulation:** Upon adoption by the Central Valley Water Board, or its delegee, this Stipulated Order represents a final and binding resolution and settlement of all claims, violations, or causes of action alleged in this Order or which could have been asserted based on the specific facts alleged in this Stipulated Order against Discharger as of the effective date of this Stipulated Order. The provisions of this Paragraph are expressly conditioned on Discharger's full payment of the ACL by the deadline specified in Paragraph 15.
21. **Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Central Valley Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Central Valley Water Board, or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

22. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the Central Valley Water Board's adoption of settlement by the Parties and review by the public, as reflected in this Stipulated Order, is lawful and adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
23. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Central Valley Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Central Valley Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Central Valley Water Board reserves all rights to take additional enforcement actions, including without limitation the issuance of ACL complaints or orders for violations other than those addressed by this Order.
24. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Prosecution Team or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
25. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against one Party. The Parties are represented by counsel in this matter.
26. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Central Valley Water Board or its delegee.
27. **If Order Does Not Take Effect:** In the event this Stipulated Order does not take effect because it is not approved by the Central Valley Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested

evidentiary hearing before the Central Valley Water Board to determine whether to assess an ACL for the underlying alleged violations, or may continue to pursue settlement. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:

- a. Objections related to prejudice or bias of any of the Central Valley Water Board members or their advisors and any other objections to the extent that they are premised in whole or in part on the fact that the Central Valley Water Board members or their advisors were exposed to some of the material facts and the Parties settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or
- b. Laches or delay or other equitable defenses based solely on the time period that the Order or decision by settlement may be subject to administrative or judicial review.

28. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Central Valley Water Board.

29. **Waiver of Right to Petition or Appeal:** The Discharger hereby waives the right to petition the Central Valley Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

30. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, Discharger shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against any State Agency or the State of California, its officers, agents, directors, employees, attorneys, or representatives, for any and all claims or cause of action, which arise out of or are related to this action.

31. **Water Boards Not Liable:** Neither the Central Valley Water Board members, nor the Central Valley Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from the negligent or intentional acts or omissions by the Discharger or its respective directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order, nor shall the Central Valley Water Board, its members, staff, attorneys, or representatives be held as parties to or guarantors of any contract entered into by the Discharger, or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order.
32. **Authority to Enter Stipulated Order:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Order on behalf of and to bind the entity on whose behalf he or she executes the Order.
33. **Necessity for Written Approvals:** All approvals and decisions of the Central Valley Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Central Valley Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Stipulated Order.
34. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligation on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
35. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.
36. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Central Valley Water Board, or its delegee, enters the Order.
37. **Counterpart Signatures:** This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.



**IT IS SO STIPULATED.**

  
Water Boards

Digitally signed by  
John J. Baum  
Date: 2026.01.30  
12:09:50 -08'00'

1/30/2026

John Baum  
Assistant Executive Officer  
For the Central Valley Water Board Prosecution Team

Date

  
Jagpal S. Batth  
J.S. Batth, Inc.

1/14/25  
Date

**HAVING CONSIDERED THE PARTIES STIPULATIONS, THE CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:**

1. The terms of the foregoing Stipulated Order are fully incorporated herein and made part of this Order of the Central Valley Water Board.
2. This is an action to enforce the laws and regulations administered by the Central Valley Water Board. The method of compliance with this enforcement action consists entirely of payment of amounts for ACL. As such, the Central Valley Water Board finds that issuance of this Order is not considered subject to the provisions of the California Environmental Quality Act (CEQA) as it will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not considered a “project” (Public Resources Code 21065, 21080(a); 15060(c)(2),(3); 150378(a), Title 14, of the California Code of Regulations). In addition, issuance of this Stipulated Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000 et seq.), in accordance with sections 15061(b)(3) and 15321(a)(2), of Title 14 of the California Code of Regulations.
3. The Executive Officer of the Central Valley Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Order.

I, PATRICK PULUPA, Executive Officer, do hereby certify that the foregoing is a full, true, correct copy of an Order issued by the California Regional Water Quality Control Board, Central Valley Region.

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Patrick Pulupa  
Executive Officer  
Central Valley Regional Water Quality Control Board

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Date

Attachment A: Administrative Civil Liability Methodology