

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is made by and between Trisha Starback, also known as Spring Starback, as settlor and trustee of the Spring Starback Trust, and Matthew Feigel (collectively Respondents) and the State Water Resources Control Board (State Water Board), Division of Water Rights' Prosecution Team (Prosecution Team), referred to hereinafter jointly as the Parties.

### **RECITALS**

1. Trisha Starback acquired Mendocino County Assessor Parcel Number (APN) 037-100-06-00 (Property) on or around September 12, 2002. On or around May 1, 2019, the Property was transferred to the Spring Starback Trust, with Spring Starback identified as the trustee. Trisha Starback is also known as Spring Starback.
2. On August 30, 2021, the Division participated in a search warrant inspection of the Property based on the possible unauthorized diversion and use of water for illegal cannabis cultivation. During the inspection, Division staff observed water being diverted from Ryan Creek, a tributary of Outlet Creek, which is tributary to the upper Main-stem Eel River. Water diverted from Ryan Creek was being used to irrigate cannabis and for domestic purposes.
3. Matthew Feigel was present on the Property at the time of the August 30, 2021 inspection. In subsequent communications with Division staff, Mr. Feigel stated that he has been the tenant of the Property since approximately 2009 and that he was responsible for the cannabis cultivation activities that were observed during the inspection of the Property on August 30, 2021.
4. On April 15, 2022, the Assistant Deputy Director of the Division, acting under delegated authority, issued the Respondents an Administrative Civil Liability Complaint (Complaint) and Draft Cease and Desist Order. The Complaint alleged the Respondents failed to file a statement of water diversion and use for the water diversions occurring on the Property, failed to implement requirements of the State Water Board's *Cannabis Cultivation Policy – Principle and Guidelines for Cannabis Cultivation* (Cannabis Cultivation Policy) established pursuant to Water Code section 13149, and diverted and used water for cannabis cultivation for which a license is required but was not obtained. The Complaint is included as Attachment A to this Settlement Agreement.
5. The violations as alleged in the Complaint constitute violations of Water Code section 5101 and Water Code section 1847, subdivisions (b)(1) and (b)(4). The

Complaint proposed administrative civil liability in the amount of \$3,250 for the alleged violations after consideration of the factors in Water Code section 1055.3.

6. On May 16, 2022, Matthew Feigel requested a hearing before the State Water Board, Administrative Hearings Office on the Complaint. At the time of this Settlement Agreement, a hearing date has not been assigned.
7. The Parties engaged in settlement negotiations and agree to settle the matter without an administrative hearing or civil litigation by presenting this Settlement Agreement and a proposed Order to the State Water Board or authorized delegate for adoption as an Order by settlement, pursuant to Government Code section 11415.60.
8. This Settlement Agreement will become effective when the State Water Board's Executive Director issues an Order approving the settlement, provided that the Parties concur in any substantive changes to the approving Order proposed by the Executive Director.

### **STIPULATIONS**

NOW, THEREFORE, in consideration of these Recitals and in consideration of the mutual covenants set forth in this Settlement Agreement, the Parties do hereby agree to settle the violations alleged in the Complaint as follows:

1. **Recitals Incorporated.** The preceding Recitals are incorporated herein.
2. **Settlement Conditionally Confidential.** Unless and until the State Water Board's Executive Director issues an Order approving this Settlement Agreement, this Settlement Agreement is a confidential settlement document subject to all the limitations on admissibility set forth in California Evidence Code sections 1152 and 1154. Furthermore, pursuant to Government Code section 11415.60, this Agreement is not admissible in an adjudicative proceeding or civil action for any purpose.
3. **Administrative Civil Liability.** The Respondents shall be subject to administrative civil liability in the amount of \$3,250 for the violations alleged in the Complaint. The Prosecution Team determined that this amount is appropriate after consideration of the factors in Water Code section 1055.3.
4. **Administrative Civil Liability Payment Schedule.** The Respondents shall pay the administrative civil liability amount of \$3,250 consistent with the following schedule:

- a) Within 60 days of the Executive Director or authorized delegate issuing an Order approving this Settlement Agreement, the Respondents shall submit an initial payment of \$270.87.
  - b) The Respondents shall submit a payment of \$270.83 on the first of each month for eleven consecutive months following the initial payment.
5. **Administrative Civil Liability Payment Process.** The Respondents shall submit the payments detailed in Paragraph 4 by cashier's check, certified check, or money order payable to the "State Water Resources Control Board – Water Rights Fund" and delivered to:

State Water Board Water Resources Control Board  
Division of Water Rights  
Cannabis Enforcement Section  
P.O. Box 2000  
Sacramento, CA 95812-2000

6. A copy of the cashier's check, certified check, or money order shall be provided to Heather Jidkov via email at [heather.jidkov@waterboards.ca.gov](mailto:heather.jidkov@waterboards.ca.gov) or by mail at:

State Water Resources Control Board  
Office of Enforcement  
Attn: Heather Jidkov  
801 K Street, Suite 2300  
Sacramento, CA 95814

7. The State Water Board will deposit said funds in the Water Rights Fund pursuant to Water Code section 1551.
8. **Stipulation to Request Cancellation of Hearing.** Respondents will work with the Prosecution Team to jointly submit this Settlement Agreement to the Administrative Hearings Office and request a notice of cancellation of the hearing be issued.
9. **Satisfaction of Administrative Civil Liability Complaint.** The Respondents' full payment of the administrative civil liability amount consistent with the schedule established under Paragraph 4 and completion of the terms and conditions of this Settlement Agreement will constitute a complete and final satisfaction of the administrative civil liability described in the Complaint. The State Water Board will not bring any further administrative civil liability or other enforcement action regarding any of the alleged violations described in the Complaint.
10. **Stipulation to Draft Cease and Desist Order.** The Parties jointly stipulate and agree to the terms and requirements described in the Draft Cease and Desist Order that was

sent to the Respondents on April 15, 2022. The Draft Cease and Desist Order is included as Attachment B to this Settlement Agreement. The Parties agree that the terms contained therein shall be enforceable as a Cease and Desist Order issued in accordance with Water Code section 1831.

11. **Enforcement of this Settlement Agreement.** The administrative civil liability required in Paragraph 3, if not paid consistent with the schedule described in Paragraph 4, will be recoverable as provided in Water Code section 1055.4. Failure to comply with the terms of the Cease and Desist Order may result in additional enforcement, which may include imposition of administrative civil liability pursuant to Water Code section 1845.
12. **State Water Board Authority.** This Settlement Agreement is not intended to and shall not be construed to limit or preclude the State Water Board from exercising its authority under any statute, regulation, ordinance, or other law.
13. **Waiver of Reconsideration.** Respondents waive their right to request reconsideration of the State Water Board Executive Directors' Order approving this Settlement Agreement, provided no material modifications to this Settlement Agreement or additional requirements beyond the requirements of this Settlement Agreement are included in that Order.
14. **Independent Judgment.** Each Party represents and declares that in executing this Settlement Agreement it is relying solely on its own judgment, knowledge, and belief concerning the nature, extent and duration of its rights and claims, and that it has not been influenced to any extent whatsoever in the execution of this Settlement Agreement by any representations or statements regarding any matters made by other parties hereto or by any person representing them.
15. **No Precedent.** This Settlement Agreement involves unique facts and legal issues and shall not be used as a precedential decision of the State Water Board.
16. **Additional Documents.** Each Party agrees that it will cooperate fully in executing any additional documents necessary to give full effect to this Settlement Agreement.
17. **Entire Agreement.** This Settlement Agreement reflects and represents the entire agreement between and among the Parties and supersedes any and all prior understandings, representations, and agreements whether written or unwritten. Each Party represents that it has not relied on any inducements, promises, or representations made by the other party other than those contained in this Settlement Agreement.

18. **Mutual Agreement.** The Parties have agreed to the language in this Settlement Agreement. This Settlement Agreement shall not be construed against the party that drafted this Settlement Agreement of any portion of this Settlement Agreement.
19. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
20. **Reasonableness of Settlement.** The Parties represent and warrant that this Settlement Agreement is made in good faith and in full recognition of the implications of such agreement.
21. **Section Headings.** The Parties intend that the paragraph headings of this Settlement Agreement be used solely as a convenient reference and that they shall not in any manner amplify, limit, modify, or otherwise aid in the interpretation of this Settlement Agreement.
22. **Effective Date.** This Settlement Agreement shall become effective immediately upon issuance of the State Water Board Executive Director's Order Approving the Settlement Agreement.
23. **Choice of Law.** This Settlement Agreement shall be interpreted and governed by the laws of the State of California.
24. **Authorization.** Each Party warrants that the individual executing this Settlement Agreement on behalf of such Party is duly authorized to do so.
25. **No Waiver of Other Requirements.** Nothing in this Settlement Agreement shall excuse the Respondents from meeting any other applicable requirement, legislation, regulation, or other authority.

**IT IS SO STIPULATED.**

State Water Board, Division of Water Rights' Prosecution Team

By: \_\_\_\_\_  
 Jule Rizzardo  
 Division of Water Rights

July 6, 2022  
 \_\_\_\_\_  
 Date

Respondents

By: Trisha Starback  
Trisha Starback, aka Spring Starback  
Trustee of the Spring Starback Trust

6-29-22  
Date

By: Matthew Feigel  
Matthew Feigel

7-5-22  
Date

Attachment 1: Administrative Civil Liability Complaint  
Attachment 2: Draft Cease and Desist Order