

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SISKIYOU

OCT - 3 2001

BY: *[Signature]*

DEPUTY CLERK

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ENTERED
CIVIL
JUDGMENTS
VOL. 79
PAGE 636

6 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 IN AND FOR THE COUNTY OF SISKIYOU

8 THE PEOPLE OF THE STATE
9 OF CALIFORNIA,

10 Plaintiff,

11 vs.

12 DOUGLAS TAYLOR COLE,
13 MARBLE MOUNTAIN RANCH,
14 and Does 1 - 50,

15 Defendants.

Case Number: SC CV CV 00-1700

STIPULATION TO FINAL JUDGMENT
AND STIPULATED SETTLEMENT
AGREEMENT

16
17 Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA, as represented by Peter
18 F. Knoll, the District Attorney of the County of Siskiyou, Lawrence R. Allen, Deputy District
19 Attorney, and Defendants DOUGLAS TAYLOR COLE, AND MARBLE MOUNTAIN RANCH,
20 in pro per, stipulate that this civil action has been settled pursuant to Code of Civil Procedure
21 Section 664.6 on the terms and conditions specified herein and consent to the entry of the Stipulated
22 Final Judgment in accordance with the terms and conditions specified herein. This Agreement is
23 intended to resolve all issues between the parties in the captioned action. The parties request that
24 the court retain jurisdiction over them to enforce this Stipulated Settlement Agreement until
25 performance in full of its terms.

26 RECITALS

27 1. The District Attorney has alleged three causes of action as follows: 1) Section 1603 of

1 the Fish and Game Code 2) Section 5650 of the Fish and Game Code, and 3) Section 17200 of the
2 Business and Professions Code. The complaint requests injunctive relief, compliance orders,
3 penalties, costs, and restitution for damage. Defendants filed timely answers setting forth numerous
4 affirmative defenses and asked that the People receive nothing in this action.

5 2. The entities released by this Agreement are set forth in paragraph 3(a) of the section
6 entitled "AGREEMENT".

7 3. The Parties wish to settle certain claims for alleged civil liability associated with this
8 action and due so on the basis of the first and second causes of action alleging violations of the Fish
9 and Game Code and the third cause of action alleging violations of the Business and Professions
10 Code.

11 AGREEMENT

12 In consideration of the mutual covenants and promises contained herein, the sufficiency
13 of which is acknowledged, and without an admission or adjudication of any issue of law or fact,
14 the parties, and each of them agree as follows:

15 1. Payment and Contribution: Defendants shall pay and contribute the additional sum of
16 One Thousand Five Hundred dollars (\$1,500.00) as follows:

- 17 a. One Thousand Five Hundred dollars (\$1,500.00) payable to the
18 Treasure of the County of Siskiyou, and shall be distributed as provided
19 under section 17206 of the Business and Professions Code.
20 b. Payment shall be made and delivered to the Office of the District
21 Attorney no later than the time this Agreement is approved by the Court.
22 c. Payments under this paragraph and Agreement are in addition to any
23 costs or expenses that may have been incurred or expended by defendants,
24 or on their behalf, that have been applied to the construction, remediation,
25 and/or securing of the diversion of Stanshaw Creek, which is the area
subject to this litigation.

26 2. Permanent Injunction. Defendants, and all persons acting by, through, or on behalf of
27 defendants, shall be permanently restrained from doing any of the following acts, without the

1 express approval of the Department of Fish and Game:

- 2 a. Commencing or continuing or completing streambed alteration for the
3 purpose of water diversion in and around Stanshaw Creek.
- 4 b. Commencing activities which have blocked fish passage, substantially
5 diverted or obstructed the natural flow, or have substantially changed the
6 bed, channel, or bank of a river, stream, or lake, or have used materials
7 from the streambeds without first notifying the Department of Fish and
8 Game, or prior to the Department of Fish and Game's determining that the
9 activities will not substantially affect an existing fish or wildlife resource.
- 10 c. Depositing in, permitting to pass into, or placing where it can pass into
11 the waters of this state substances or material deleterious to fish, plant life,
12 or bird life.

13 3. Miscellaneous.

- 14 a. By execution thereof, the signatories of this Agreement represent that
15 they have the requisite authority to enter into this Agreement and to bind
16 their respective party.
- 17 b. This Agreement may not be altered or changed except by written
18 agreement of all the parties.
- 19 c. This Agreement shall be construed in accordance with the laws of the
20 State of California and the parties agree that this court retains jurisdiction
21 pursuant to section 664.6 of the Code of Civil Procedure to supervise,
22 interpret and enforce the terms and conditions of this settlement.
- 23 d. The filing of this Agreement shall, upon approval by the court,
24 constitute an agreement that each party is to bear their own costs.
- 25 e. The undersigned hereby agrees to and intends to release all claims
26 which they may have against the released parties, whether or not the
27 undersigned knows or suspects same to exist in their favor, and in this
28 connection, the undersigned expressly waives the provisions of Section

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1542 of the California Civil Code, which reads as follows:

"A general release does not extend to the claims for which the creditor does know or suspect to exist in his favor at the time of executing the release which, if known, by him, must have materially affected his settlement with the debtor."


f. The Parties to this Agreement understand and agree that none of the parties to this Agreement admits or has admitted liability on account of any payment herein made or otherwise and that it is understood and agreed that this settlement shall never be treated as an admission of liability at any time or in any manner whatsoever and that this release denies liability and therefore is intended by parties to this Agreement to simply avoid litigation and to buy them peace.

PETER F. KNOLL
DISTRICT ATTORNEY

Dated: 9.27.01


LAWRENCE R. ALLEN
Deputy District Attorney
County of Siskiyou
State of California

Dated: 9/28/01


DOUGLAS TAYLOR COLE
DEFENDANT

ORDER

1
2 Upon consent of the parties hereto, through their respective counsel of record, and in
3 accordance with the Settlement Agreement and Release of All Claims attached hereto, and it
4 appearing to the court that there is good cause for entry of this Stipulated Final Judgement,

5 IT IS ORDERED, ADJUDGED AND DECREED as follows:

6 1. This court has jurisdiction of the subject matter of this action and each of the parties
7 hereto.

8 2. Defendants shall pay and contribute the additional sum of One Thousand Five
9 hundred Dollars (\$1,500.00) as follows:

10 a. This civil penalty shall be made payable to the Treasure of the County
11 of Siskiyou, and shall be distributed as provided under section 17206 of
12 the Business and Professions Code.

13 b. Payment shall be made and delivered to the Office of the District
14 Attorney no later than the time this Agreement is approved by the Court.

15 3. Defendants, and all persons acting by, through, or on behalf of defendants, shall be
16 permanently restrained from doing any of the following acts, without the express approval of the
Department of Fish and Game:

17 a. Commencing or continuing or completing streambed alteration for the
18 purpose of water diversion in and around Stanshaw Creek.

19 b. Commencing activities which have blocked fish passage, substantially
20 diverted or obstructed the natural flow, or have substantially changed the
21 bed, channel, or bank of a river, stream, or lake, or have used materials from
22 the streambeds without first notifying the Department of Fish and Game, or
23 prior to the Department of Fish and Game's determining that the activities
24 will not substantially affect an existing fish or wildlife resource.

25 c. Depositing in, permitting to pass into, or placing where it can pass into
26 the waters of this state substances or material deleterious to fish, plant life,
27 or bird life.

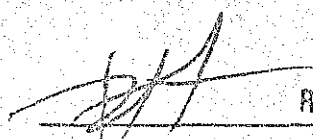
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4. This Judgement shall go into effect immediately upon entry hereof. Entry is authorized immediately upon filing.

5. This Judgment and Order thereon does not constitute an admission of the allegations or any of them contained in the subject complaint.

6. This Judgment and Order thereon concludes this matter in its entirety, with the exception of any actions necessary to enforce the injunctive relief ordered herewith. The Siskiyou County District Attorney shall not pursue further prosecutorial actions, other than any necessary actions to enforce the injunction, in connection with the facts alleged in the complaint.

DATED: 10-3-01


ROBERT F. KASTER
JUDGE OF THE SUPERIOR COURT