

[Filing Fee Exempt Civ. Code §6103]

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FILED

04/06/2023

KIM TURNER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MENDOCINO

8 Attorneys for Respondents CALIFORNIA REGIONAL
9 WATER QUALITY CONTROL BOARD,
10 NORTH COAST REGION and
11 STATE WATER RESOURCES CONTROL BOARD

Johnson, Tracy
DEPUTY CLERK



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20 Attorneys for Petitioner FRIENDS OF GUALALA RIVER

21 SUPERIOR COURT OF CALIFORNIA
22 COUNTY OF MENDOCINO

23 FRIENDS OF GUALALA RIVER,
24 Petitioner and Plaintiff,
25 vs.

Case No. 21CV00834

STIPULATED SETTLEMENT AGREEMENT
AND [~~PROPOSED~~] JUDGMENT OF
DISMISSAL

26 CALIFORNIA REGIONAL WATER QUALITY
27 CONTROL BOARD, NORTH COAST REGION;
28 STATE WATER RESOURCES CONTROL
BOARD,
Respondents and Defendants,

Action Filed: July 14, 2021

Judge: Hon. Jeanine B. Nadel
Courtroom: E
Trial Date: None

GUALALA REDWOOD TIMBER, LLC,
Real Party in Interest and Defendant.

WHEREAS, Petitioner Friends of Gualala River (“Petitioner”) filed an action (“Action”) on July 14, 2021, in the Alameda County Superior Court, which action was transferred to Mendocino County

1 Superior Court on or about September 26, 2021, alleging an abuse of discretion by Respondents
2 California Regional Water Quality Control Board, North Coast Region (“North Coast Water Board”)
3 and State Water Resources Control Board (“State Board”) (collectively “Respondents”) in enrolling
4 Real Party in Interest Gualala Redwood Timber, LLC’s (“Real Party”) Timber Harvesting Plan No. 1-
5 20- 00150 MEN (“Far North THP”) under General Waste Discharge Requirements for Discharges
6 Related to Timber Harvest Activities on Non-Federal Lands in the North Coast Region, Order No. R1-
7 2004-0030 (“Timber Harvest WDRs”) absent sufficient evidence to meet the enrollment criteria
8 established by the Timber Harvest WDRs and in the absence of Respondents’ incorporation of the
9 Gualala River Total Maximum Daily Load for Sediment into the Water Quality Control Plan for the
10 North Coast Region (“Basin Plan”).

11 WHEREAS, the Petitioner and Respondents (collectively, “Settling Parties”) have met to discuss
12 the terms of a possible settlement of this Action.

13 WHEREAS, the Settling Parties have agreed to terms that will resolve all claims in this Action.

14 WHEREAS the North Coast Water Board agrees to create an email distribution list for all
15 stakeholders and interested landowners within the Gualala River Watershed who sign up to receive
16 status reports and other email notifications related to the North Coast Water Board’s actions described
17 herein.

18 WHEREAS, Real Party has been provided the terms of the settlement agreement and Real Party
19 has no obligations pursuant to the terms of the proposed settlement.

20 WHEREAS, without any admission of liability or as to the merits of the Action, the Settling
21 Parties consent to the entry of this Stipulated Settlement Agreement and Judgment of Dismissal to
22 resolve all of the claims in this Action.

23 THEREFORE, THE SETTLING PARTIES HEREBY AGREE AS FOLLOWS:

24 1. The North Coast Water Board will undertake a public process to incorporate the Gualala
25 River Total Maximum Daily Load for Sediment (“Gualala Sediment TMDL”) into the Basin Plan. The
26 incorporation may be by reference as specified in 40 CFR section 130.6. As part of the incorporation,
27 the North Coast Water Board will include Basin Plan Amendment language that specifies how the
28 Gualala River TMDL will be implemented and a schedule for implementation.

- 1 a. Within 26 months of the Court’s entry of this Stipulated Settlement Agreement and
2 Judgment of Dismissal, the North Coast Water Board shall prepare and issue for public
3 review and comment a proposed Basin Plan amendment as specified in Paragraph 1
4 above and the accompanying draft substitute environmental documentation prepared
5 pursuant to California Code of Regulations, Title 23, Chapter 27, section 3777. Among
6 other relevant data, the North Coast Water Board will consider Gualala Redwood
7 Timber, LLC’s letter of October 21, 2022 to the State Board requesting to delist the
8 Gualala River Watershed as impaired and accompanying data, as well as Gualala
9 Redwood Timber, LLC’s March 22, 2023 document titled Gualala Watershed
10 Improvement Grant Work Undertaken on the Gualala Redwood Timber, LLC
11 Property and its added attachments, prepared by John Bennett, Registered
12 Professional Forester;
- 13 b. Within 35 months of the Court’s entry of this Stipulated Settlement Agreement and
14 Judgment of Dismissal, the North Coast Water Board shall consider for adoption the
15 proposed Basin Plan amendment as specified in Paragraph 1 and the accompanying
16 substitute environmental documentation.
- 17 c. Beginning three (3) months after the Court’s entry of this Stipulated Settlement
18 Agreement and Judgment of Dismissal, and approximately every three months
19 thereafter, the North Coast Water Board agrees to provide status updates to all
20 stakeholders (including, but not limited to, all landowners in the Gualala River
21 Watershed) who have signed up on the North Coast Water Board’s email distribution
22 list to receive email related to the Gualala River Watershed on its progress towards
23 implementing the above actions.

24 2. The North Coast Water Board will undertake a public process to develop an order or
25 orders that will require inventory, assessment and prioritization of treatment of roads to control road
26 related sediment discharges within the Gualala River watershed. Non road-related discharges (skid trail
27 surface erosion, other harvest related sediment delivery) will be primarily addressed through timber
28 harvest plans and enrollment in the Timber WDR. The order may be a watershed specific waste

1 discharge requirement order, or a combination of investigative and cleanup and abatement order(s). The
2 order(s) will include monitoring and reporting requirements to assess site conditions pre- and post-
3 treatment to determine the effectiveness of the orders in addressing water quality impairments in the
4 watershed.

5 a. Within 24 months of the Court’s entry of this Stipulated Settlement Agreement and
6 Judgment of Dismissal, the North Coast Water Board staff shall issue a draft order or
7 orders proposing to implement the actions identified in Paragraph 2 above. Regional
8 Board staff will conduct a desktop assessment to determine an appropriate threshold
9 for the order(s) that will capture all significant sediment generating roads within the
10 watershed, which threshold will be proposed in the draft order or orders. Among
11 other relevant data, the North Coast Water Board will consider Gualala Redwood
12 Timber, LLC’s letter of October 21, 2022 to the State Board requesting to delist the
13 Gualala River Watershed as impaired and accompanying data, as well as its March
14 22, 2023 document titled Gualala Watershed Improvement Grant Work Undertaken
15 on the Gualala Redwood Timber, LLC Property and its added attachments, prepared
16 by John Bennett, Registered Professional Forester;

17 b. Within 36 months of the Court’s entry of this Stipulated Settlement Agreement and
18 Judgment of Dismissal (i.e., 12 months of issuance of the draft order), Regional
19 Board staff shall prepare any necessary environmental review documents pursuant to
20 the California Environmental Quality Act and bring the proposed final order(s)
21 described in paragraph 2 to the Regional Board for its consideration at a public
22 meeting.

23 c. Beginning three (3) months after the Court’s entry of this Stipulated Settlement
24 Agreement and Judgment of Dismissal, and approximately every three months
25 thereafter, the North Coast Water Board agrees to provide status updates to all
26 stakeholders (including, but not limited to, all landowners in the Gualala River
27 Watershed) who have signed up on the North Coast Water Board’s email distribution
28

1 list to receive email related to the Gualala River Watershed on its progress towards
2 implementing the above actions.

3 3. Attorney Fees and Costs: The parties have negotiated payment in the amount of Sixty-
4 Five Thousand dollars (\$65,000.00) to Petitioner for the attorneys' fees and costs incurred in connection
5 with this matter. The payment is subject to Petitioner providing sufficient documentation in support of
6 the fees and costs, and approval by the Department of Finance. If the negotiated amount for fees and
7 costs is not sufficiently documented or is not approved by the Department of Finance, Petitioner may
8 file a motion for attorneys' fees and costs, and Respondents may contest some or all of the requested
9 fees or costs.

10 4. No Admission of Liability. This Stipulated Settlement Agreement is entered into in
11 compromise of disputed claims, the existence of any liability for which is expressly denied. The Settling
12 Parties agree that this Stipulated Settlement Agreement shall not be deemed or construed for any
13 purpose as an admission of liability or responsibility for or participation in any unlawful or wrongful act
14 at any time by any Party hereto or any other person or entity, or any admission as to the merits of any
15 claim or assertion made in this Action. Neither party shall use any agreement made in this Stipulated
16 Settlement Agreement against the other party in any proceeding or litigation other than any motion to
17 enforce the Settlement Agreement pursuant to Code of Civil Procedure § 664.6.

18 5. Petitioner does not waive and expressly reserves its right to object to and challenge any
19 draft or final Basin Plan Amendment and any draft or final orders or other decisions proposed,
20 considered, adopted or rejected pursuant to this Order and Judgment. Petitioner also does not waive any
21 arguments, claims or objections related to Respondents' enrollment of any timber harvest plans in the
22 Timber Harvest WDRs. Respondents do not waive any defenses to any claims Petitioner may raise.

23 6. Notices.

24 Whenever notice or a document is required to be sent to Petitioner, it shall be sent to:

25 Friends of Gualala River
26 Attn: Nathan Ramser
27 P.O. Box 1543
28 Gualala, CA 95445

and

1 Michael R. Lozeau
2 Lozeau Drury LLP
3 1939 Harrison Street, Suite 150
4 Oakland, CA 94612
5 Michael@Lozeaudrury.com

6 (or such other address as may be provided in writing by Petitioner to Respondents);

7 Whenever notice or a document is required to be sent to Respondents, it shall be sent to:

8 Valerie Quinto
9 Executive Officer
10 North Coast Regional Water Quality Control Board
11 5550 Skylane Blvd., Ste A
12 Santa Rosa, CA 95403-1072
13 Valerie.Quinto@waterboards.ca.gov

14 Nathan Jacobsen
15 Office of Chief Counsel
16 State Water Resources Control Board
17 P.O. Box 100
18 Sacramento, CA 95812-0100
19 Nathan.Jacobsen@waterboards.ca.gov

20 Philip Wyels
21 Office of Chief Counsel
22 State Water Resources Control Board
23 P.O. Box 100
24 Sacramento, CA 95812-0100
25 Philip.Wyels@waterboards.ca.gov

26 Barbara Spiegel
27 Deputy Attorney General
28 Office of the Attorney General
455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102
Barbara.Spiegel@doj.ca.gov

(or such other address as may be provided in writing by Respondents to Petitioner).

Whenever notice or a document is required to be sent to Real Party in Interest Gualala Redwood
Timber, LLC, it shall be sent to:

Gualala Redwood Timber, LLC
P.O. Box 1300
Morgan Hill, CA 95038

and

1 Navi Singh Dhillon
2 Christopher J. Carr
3 Paul Hastings LLP
4 101 California Street, 48th Floor
5 San Francisco, CA 94111
6 navidhillon@paulhastings.com
7 chriscarr@paulhastings.com

8 7. Severability. In the event that any portion of this Stipulated Settlement Agreement is
9 found to be illegal, invalid, unenforceable or otherwise without legal force or effect, the remainder of the
10 Stipulated Settlement Agreement will remain in force and be fully binding.

11 8. Entire Agreement. This Stipulated Settlement Agreement constitutes the entire
12 agreement and understanding between the Settling Parties. All agreements or representations, expressed
13 or implied, of the Settling Parties with regard to this subject matter are contained in this Stipulated
14 Settlement Agreement. The Settling Parties acknowledge that there are no other warranties, promises,
15 assurances or representations of any kind, express or implied, upon which the Settling Parties have
16 relied in entering into this Stipulated Settlement Agreement, unless expressly set forth herein. All prior
17 representations, understandings and agreements between the Settling Parties concerning settlement are
18 superseded by this Stipulated Settlement Agreement. The terms of this Stipulated Settlement Agreement
19 shall not be changed, revised or modified except by written agreement signed by the Settling Parties to
20 this Stipulated Settlement Agreement and shall not take effect until approved by the Court.

21 9. Acknowledgment of Terms. The Settling Parties have read and understood the terms of
22 this Settlement Agreement, have had the opportunity to consult with counsel regarding those terms, and
23 understand and acknowledge the significance and consequence of each such term.

24 10. Parties Affected. This Stipulated Settlement Agreement shall be binding upon and inure
25 to the benefit of the Settling Parties hereto, and their respective heirs, predecessors, successors, affiliated
26 companies, subsidiaries, officers, directors, shareholders, partners, trustees, employees, assigns,
27 executors, administrators, agents and attorneys.

28 11. Warranty. Each Settling Party warrants that (a) the person executing this Stipulated
Settlement Agreement is fully authorized to do so and to enter into the terms and conditions hereof; and

1 (b) the claims being released pursuant to this Stipulated Settlement Agreement have not been assigned
2 or otherwise transferred to any other person or entity.

3 12. Construction. This Stipulated Settlement Agreement is the product of negotiation and
4 preparation by and among each Settling Party hereto and their respective attorneys. Accordingly, the
5 Stipulated Settlement Agreement shall not be construed against the Settling Party preparing it. The
6 section headings are included for convenience only and are not intended to be operative as part of this
7 Stipulated Settlement Agreement.

8 13. Execution of Documents. The Settling Parties agree to execute this Stipulated Settlement
9 Agreement and all such other documents as are reasonably necessary to effect the terms and conditions
10 of this Stipulated Settlement Agreement. The Stipulated Settlement Agreement may be executed in
11 counterparts, each of which shall be considered an original.

12 14. In consideration of the representations and terms of agreement of the Settling Parties set
13 forth above, Petitioner hereby stipulates to the entry of a judgment of dismissal of this Action, without
14 prejudice to Petitioner filing a future claim that Respondents have failed to incorporate the Gualala
15 Sediment TMDL into the Basin Plan. Such claim, if raised, must be filed in Mendocino Superior Court.
16 If such claim is filed by Petitioner, this agreement shall not provide any grounds for waiver of any
17 defenses to such action.

18 15. Dismissal and Retention of Jurisdiction. Notwithstanding the Stipulation of the Settling
19 Parties for the Dismissal of the Action, in accordance with Code of Civil Procedure section 664.6, the
20 Parties hereby request that this Court shall retain jurisdiction to enforce the terms of this Stipulated
21 Settlement Agreement. Before taking any action to enforce the terms of this Stipulated Settlement
22 Agreement, the Settling Parties agree to first meet and confer in good faith to resolve any dispute
23 involving alleged noncompliance with the terms of this Settlement. The Settling Parties shall meet and
24 confer within sixty (60) days of receiving written notification from the other Party of a request for a
25 meeting to determine the merits of the alleged or anticipated noncompliance, including whether a
26 deadline will be exceeded despite the Regional Board's good faith efforts to meet the deadline, and to
27 endeavor to develop a mutually agreed upon plan, including extending the agreed upon deadlines, to
28 resolve the noncompliance. Any such request shall be contemporaneously sent to Real Party in Interest

1 Gualala Redwood Timber, LLC. The Regional Board shall report on any such request in the next
2 scheduled status update provided for in Paragraphs 1(c) and 2(c) above. The Settling Parties may extend
3 the deadline to meet and confer by written stipulation. In the event that such disputes cannot be resolved
4 through this meet and confer process or the Settling Parties fail to meet and confer, either Party may
5 submit the dispute via noticed motion pursuant to Code of Civil Procedure § 664.6. Any such motion
6 shall be sent to Real Party in Interest Gualala Redwood Timber, LLC. The Regional Board shall report
7 on any such motion in the next scheduled status update provided for in Paragraphs 1(c) and 2(c) above.

8 Dated: March 30, 2023 CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,
9 NORTH COAST REGION

10 By:  Digitally signed by Valerie Quinto
Date: 2023.03.30 16:39:37 -07'00'
11 Valerie Quinto, Executive Officer

12 Dated: _____, 2023 STATE WATER RESOURCES CONTROL BOARD

13 By: _____
14 Eileen Sobeck, Executive Director

15 Dated: _____, 2023 FRIENDS OF GUALALA RIVER

16 By: _____
17 Nathan Ramser, President

18 APPROVED AS TO FORM:

19 Dated: _____, 2023 LOZEAU/DRURY LLP

20 _____
21 Michael R. Lozeau
22 Attorneys for Petitioner Friends of Gualala River

23 Dated: _____, 2023 CALIFORNIA OFFICE OF THE ATTORNEY GENERAL

24 _____
25 Barbara Spiegel
26 Attorneys for Respondents California Regional Water Quality Control
27 Board, North Coast Region and State Water Resources Control Board
28

1 Gualala Redwood Timber, LLC. The Regional Board shall report on any such request in the next
2 scheduled status update provided for in Paragraphs 1(c) and 2(c) above. The Settling Parties may extend
3 the deadline to meet and confer by written stipulation. In the event that such disputes cannot be resolved
4 through this meet and confer process or the Settling Parties fail to meet and confer, either Party may
5 submit the dispute via noticed motion pursuant to Code of Civil Procedure § 664.6. Any such motion
6 shall be sent to Real Party in Interest Gualala Redwood Timber, LLC. The Regional Board shall report
7 on any such motion in the next scheduled status update provided for in Paragraphs 1(c) and 2(c) above.

8 Dated: _____, 2023 CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,
9 NORTH COAST REGION

10 By: _____
11 Valerie Quinto, Executive Officer

12 Dated: April 3, 2023 STATE WATER RESOURCES CONTROL BOARD

13 By: Eileen Sobeck
14 Eileen Sobeck, Executive Director

15 Dated: March 30, 2023 FRIENDS OF GUALALA RIVER

16 By: Nathan Ramser
17 Nathan Ramser, President

18 APPROVED AS TO FORM:

19 Dated: _____, 2023 LOZEAU/DRURY LLP

20 _____
21 Michael R. Lozeau
22 Attorneys for Petitioner Friends of Gualala River

23 Dated: April 3, 2023 CALIFORNIA OFFICE OF THE ATTORNEY GENERAL

24 Barbara Spiegel
25 Barbara Spiegel
26 Attorneys for Respondents California Regional Water Quality Control
27 Board, North Coast Region and State Water Resources Control Board
28

1 Gualala Redwood Timber, LLC. The Regional Board shall report on any such request in the next
2 scheduled status update provided for in Paragraphs 1(c) and 2(c) above. The Settling Parties may extend
3 the deadline to meet and confer by written stipulation. In the event that such disputes cannot be resolved
4 through this meet and confer process or the Settling Parties fail to meet and confer, either Party may
5 submit the dispute via noticed motion pursuant to Code of Civil Procedure § 664.6. Any such motion
6 shall be sent to Real Party in Interest Gualala Redwood Timber, LLC. The Regional Board shall report
7 on any such motion in the next scheduled status update provided for in Paragraphs 1(c) and 2(c) above.

8 Dated: _____, 2023 CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,
9 NORTH COAST REGION

10 By: _____
11 Valerie Quinto, Executive Officer

12 Dated: _____, 2023 STATE WATER RESOURCES CONTROL BOARD

13 By: _____
14 Eileen Sobeck, Executive Director

15 Dated: _____, 2023 FRIENDS OF GUALALA RIVER

16 By: _____
17 Nathan Ramser, President

18 APPROVED AS TO FORM:

19 Dated: March 30, 2023 LOZEAU/DRURY LLP

20 
21 Michael R. Lozeau
22 Attorneys for Petitioner Friends of Gualala River

23 Dated: _____, 2023 CALIFORNIA OFFICE OF THE ATTORNEY GENERAL

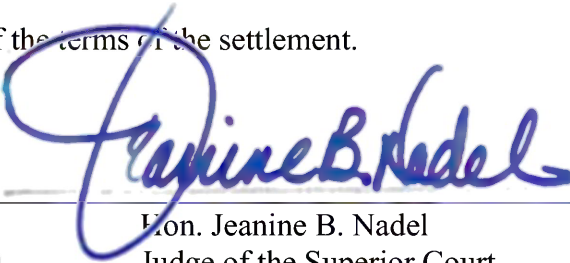
24 _____
25 Barbara Spiegel
26 Attorneys for Respondents California Regional Water Quality Control
27 Board, North Coast Region and State Water Resources Control Board
28

1 **ORDER AND JUDGMENT OF DISMISSAL**

2 The Court having received and reviewed the Stipulation of Settlement Agreement and request for
3 entry of judgment of dismissal, subject to the continued jurisdiction of the Court to enforce the terms of
4 the Settlement Agreement pursuant to Code of Civil Procedure section 664.6, and good cause appearing
5 therefore:

6 **IT IS HEREBY ORDERED AND ADJUDGED** that the above-captioned Action should be
7 and hereby is dismissed, however the Court shall retain jurisdiction over the Settling Parties to enforce
8 the settlement until performance in full of the terms of the settlement.

9 Dated: 4/5/2023,

10 

11 _____
12 Hon. Jeanine B. Nadel
13 Judge of the Superior Court
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1 **PROOF OF SERVICE**

2 I Toyer Gear, declare as follows:

3 I am a resident of the State of California, and employed in Oakland, California. I am over
4 the age of 18 years and am not a party to the above-entitled action. My business address is 1939
5 Harrison Street, Suite 150 Oakland, CA 94612.

6 On April 4, 2023, I served a copy of the following document:

7 **STIPULATED SETTLEMENT AGREEMENT AND [PROPOSED] JUDGMENT OF
8 DISMISSAL**

9 **By Electronic Mail:** I caused a true and correct copy of the document(s) listed above to be sent
10 by electronic mail from my email address toyer@lozeaudrury.com to the addressee(s) at the
11 email address(es) set forth below.

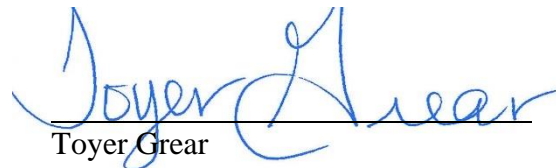
12 Barbara Spiegel
13 Deputy Attorney General
14 Gary Alexander
15 Office of the Attorney General
16 455 Golden Gate Avenue, Suite 11000
17 San Francisco, CA 94102
18 Email: Barbara.spiegel@doj.ca.gov
19 Gary.alexander@doj.ca.gov

Navi Singh Dhillon
Christopher J. Carr
Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, California 94111
Email: navidhillon@paulhastings.com
chriscarr@paulhastings.com

20 *Attorneys for Respondents and Defendants*
21 *California Regional Water Quality Control*
22 *Board, North Coast Region and State Water*
23 *Resources Control Board*

Attorneys for Real Party in Interest and
Defendant GUALALA REDWOOD
TIMBER, LLC

24 I declare under penalty of perjury (under the laws of the State of California) that the
25 foregoing is true and correct, and that this declaration was executed on April 4, 2023, at
26 Oakland, California.

27 
28 Toyer Gear