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9 *Attorneys for Plaintiff*

**FILED**  
SUPERIOR COURT of CALIFORNIA  
COUNTY of SANTA BARBARA  
**11/29/2023**  
Darrel E. Parker, Executive Officer  
BY Baksh, Narzralli  
Deputy Clerk

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SANTA BARBARA**  
12 **Anacapa Division**

13 THE PEOPLE OF THE STATE OF CALIFORNIA,

14 Plaintiff,

15 vs.

16 COUNTY OF SANTA BARBARA PUBLIC  
17 WORKS DEPARTMENT, WATER  
18 RESOURCES DIVISION

19 Defendant.

20 Case No.: 23CV05236

~~PROPOSED~~ FINAL JUDGMENT BY  
STIPULATION

21 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, appearing through their  
22 attorneys, John T. Savrnock, the District Attorney of Santa Barbara County, by Deputy District  
23 Attorneys Morgan S. Lucas and Christopher B. Dalbey (the “People”); and Defendant,  
24 COUNTY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT, WATER  
25 RESOURCES DIVISION, a Department of the County of Santa Barbara, California,  
26 (“Defendant”), by its attorneys, Kevin Feldis and John Morris of Perkins Coie LLP and Amber  
27 Holderness, Chief Assistant County Counsel, have stipulated to the entry of this Final Judgment  
28 Pursuant to Stipulation (“Final Judgment”) without the Court taking evidence.

1 The Parties also have waived their right to appeal and have agreed to resolve and settle  
2 the above-captioned matter without further litigation and without admitting or denying any  
3 allegation or claim referred to herein or discussed between the Parties or as set forth in the  
4 People’s Complaint.

5 The Court having considered the pleadings and good cause appearing HEREBY  
6 ORDERS, ADJUDGES, AND DECREES that the People have judgment against Defendant as  
7 follows.

8 **DEFINITIONS**

9 1. For purposes of this Final Judgment, the People and Defendant shall be referred  
10 to collectively as “Parties” and individually as “Party.”

11 2. As defined in the People’s Complaint, the term “Toro Canyon Oil Water  
12 Separator System” refers to the oil and water separation equipment located at the headwaters of  
13 Toro Canyon Creek. The term includes an oil/water separator (“OWS”), an underground  
14 storage tank (“UST”), and a pipeline that conveys oil from the OWS to the UST.

15 **JURISDICTION and VENUE**

16 3. The action is brought under the laws of the State of California and this Court has  
17 jurisdiction of the subject matter hereof and the Parties. Venue is proper before this Court.

18 **APPLICABILITY**

19 4. The injunctive provisions of this Final Judgment are applicable to Defendant and  
20 all entities or programs operating under the authority of Defendant.

21 **INJUNCTIVE PROVISIONS**

22 5. Pursuant to Government Code section 8670.57, Fish and Game Code sections  
23 1615, subdivision (e)(1), and 5650.1, subdivision (f), and Health and Safety Code sections  
24 25181, 25184, 25299.01, and 25515.6, Defendant is permanently enjoined and restrained from  
25 violating any of the statutes, ordinances, and regulations alleged as a basis for a cause or causes  
26 of action in the People’s Complaint.

27 6. To ensure compliance with the applicable statutory schemes and regulations,  
28 Defendant shall retain a qualified third-party consultant to advise on statutory and regulatory

1 compliance with regard to the OWS replacement project Defendant is planning for the Toro  
2 Canyon location. Defendant shall spend at least seventy-five thousand dollars (\$75,000), which  
3 must be spent within a two-year period on this consultant.

4 **CIVIL PENALTIES and COST RECOVERY**

5 7. Defendant shall, within twenty-one days after entry of this Final Judgment, pay  
6 civil penalties and costs in the total amount of Six Hundred and Seventy-Five Thousand Dollars  
7 (\$675,000) pursuant to Government Code section 8670.66, Fish and Game Code sections 1615  
8 and 5650.1, Health and Safety Code sections 25189, 25515, and 25299, and Santa Barbara  
9 County Ordinance 18C-49. The payments shall be allocated as follows:

- 10 a. Three Hundred Thousand Dollars (\$300,000) as Supplemental  
11 Environmental Projects (SEPs) identified in, and in accordance with, the  
12 terms of **Exhibit A**, attached.
- 13 b. One Hundred and Fifty Thousand Dollars (\$150,000) as civil penalties  
14 under Government Code section 8670.66, payable as follows:
- 15 i. One Hundred and Twelve Thousand, Five Hundred Dollars  
16 (\$112,500) to the California Department of Fish and Wildlife for  
17 deposit in the Environmental Enforcement Fund; and
- 18 ii. Thirty-Seven Thousand, Five Hundred Dollars (\$37,500) to the  
19 Santa Barbara County District Attorney's Office.
- 20 c. Ten Thousand Dollars (\$10,000) as civil penalties under Fish and Game  
21 Code sections 1615 and 5650.1, payable as follows:
- 22 i. Five Thousand Dollars (\$5,000) payable to the California  
23 Department of Fish and Wildlife's Fish and Game Preservation  
24 Fund; and
- 25 ii. Five Thousand Dollars (\$5,000) payable to the Santa Barbara  
26 County Fish and Wildlife Propagation Fund.
- 27  
28

- 1           d.     One Hundred Thousand Dollars (\$100,000) as civil penalties under  
2                    Health and Safety Code section 25189, subdivision (d), payable as  
3                    follows:
- 4                    i.     Twenty-Five Thousand Dollars (\$25,000) payable to the Santa  
5                            Barbara County District Attorney’s Office;
  - 6                    ii.    Twenty-Five Thousand Dollars (\$25,000) payable to the  
7                            California Department of Toxic Substances Control to fund the  
8                            activities of the Santa Barbara County Certified Unified Program  
9                            Agency (“CUPA”); and
  - 10                   iii.   Fifty Thousand Dollars (\$50,000) payable to the California  
11                            Department of Toxic Substances Control.
- 12           e.     Thirty Thousand Dollars (\$30,000) as civil penalties under Health and  
13                    Safety Code section 25515, subdivision (a), payable as follows:
- 14                    i.     Fifteen Thousand Dollars (\$15,000) payable to the Santa Barbara  
15                            County District Attorney’s Office; and
  - 16                    ii.    Fifteen Thousand Dollars (\$15,000) payable to the Santa Barbara  
17                            County CUPA.
- 18           f.     Thirty-Five Thousand Dollars (\$35,000) as civil penalties under Health  
19                    and Safety Code section 25299, payable to Santa Barbara County CUPA.
- 20           g.     Fifty Thousand Dollars (\$50,000) for cost reimbursement to Santa  
21                    Barbara County District Attorney’s Office.

22           8.     Payment shall be by cashier’s checks, certified checks, or attorney trust-account  
23                    checks. All checks shall be made payable to the entities identified above, and the People’s  
24                    counsel shall deliver the checks to those payees. The checks shall be delivered within sixty  
25                    days of the date of entry of this Final Judgment to the following address:

26                    Santa Barbara County District Attorney’s Office  
27                    Attention: Morgan Lucas  
28                    1112 Santa Barbara Street  
                      Santa Barbara, California 93101

1 **ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES**

2 9. Pursuant to Code of Civil Procedure section 664.6 and the request of the Parties,  
3 the Court retains jurisdiction over this matter and the terms of the Final Judgment. The People  
4 may move this Court to enjoin any violation of any provision of this Final Judgment, and to  
5 award other appropriate relief, and Defendant reserves any rights to oppose or defend as may be  
6 legally permissible. Nothing in this Final Judgment shall limit any rights of the People to seek  
7 any other relief or for criminal or civil remedies for future violations as provided by law, and  
8 nothing herein shall limit any rights of Defendant to oppose or dispute any such action by the  
9 People.

10 **MATTERS COVERED BY THIS FINAL JUDGMENT**

11 10. This Judgment is a full, complete, and binding resolution of all claims,  
12 violations, and causes of action alleged in the People’s Complaint as well as any causes of  
13 action stemming from conduct of which the People were aware, or should have been aware, as  
14 of the effective date of this Judgment.

15 11. This Judgment does not cover any unknown violations arising out of matters or  
16 allegations that are not set forth in the People’s Complaint, or any future violations of the  
17 injunctive provisions of the Judgment entered in this action. This Paragraph does not affect any  
18 statute of limitations, if any, which may be applicable and does not prohibit Defendant from  
19 asserting any statute of limitations or other legal or equitable defenses that may be applicable.

20 12. The provisions of Paragraphs 10 and 11 are expressly conditioned on Defendant  
21 making full payment pursuant to Paragraphs 7 and 8.

22 13. Defendant has covenanted not to pursue any civil, appellate, or administrative  
23 claims against the People, against the Santa Barbara County District Attorney, or against any  
24 employees, representatives, or agents of the Santa Barbara County District Attorney related to  
25 the Complaint.

26 **NOTICES**

27 14. All submissions and notices required by this Final Judgment, except as otherwise  
28 specified above, shall be sent to:

1 For the People: Morgan S. Lucas  
2 Deputy District Attorney  
3 Santa Barbara County District Attorney's Office  
4 1112 Santa Barbara Street  
5 Santa Barbara, CA 93101

6 For Defendant: Amber Holderness  
7 Chief Assistant County Counsel  
8 Santa Barbara County Counsel's Office  
9 105 E. Anapamu Street, Suite 201  
10 Santa Barbara, CA 93101

11 Any Party may change its notice name and address by informing the other Party in writing, but  
12 no change is effective until its receipt is confirmed. All notices and other communications  
13 required or permitted under this Final Judgment that are properly addressed as provided in this  
14 paragraph are effective upon delivery if delivered personally or by overnight mail, or are  
15 effective five (5) days following deposit in the United States mail, postage prepaid, if delivered  
16 by mail.

17 **EFFECT OF JUDGMENT**

18 15. Except as expressly provided in this Final Judgment, nothing in this Final  
19 Judgment is intended nor shall it be construed to preclude the People or any state, county, or  
20 local agency, department, board, or entity from exercising its authority under any law, statute or  
21 regulation.

22 **LIABILITY OF THE PEOPLE**

23 16. To the extent permitted by law, the People and its representatives shall not be  
24 liable for any injury or damage to persons or property resulting from acts or omissions by  
25 Defendant, its directors, officers, employees, agents, representatives or contractors, in carrying  
26 out activities pursuant to this Final Judgment, nor shall the People or their representatives be  
27 held as a party to or guarantor of any contract entered into by Defendant, its owners, directors,  
28 officers, employees, agents, representatives or contractors, in carrying out the requirements of  
this Final Judgment.

1 **NO WAIVER OF RIGHT TO ENFORCE**

2 17. The failure of the People to enforce any provision of this Final Judgment shall  
3 neither be deemed a waiver of such provision nor in any way affect the validity of this Final  
4 Judgment. The failure of the People to enforce any such provision shall not preclude it from  
5 later enforcing the same or any other provision of this Final Judgment. No oral advice,  
6 guidance, suggestions or comments by employees or officials of any Party regarding matters  
7 covered in this Final Judgment shall be construed to relieve any Party of its obligations under  
8 this Final Judgment.

9 **APPLICATION OF FINAL JUDGMENT**

10 18. This Final Judgment shall apply to and be binding upon the People and upon  
11 Defendant and its successors and assigns.

12 **LITIGATION EXPENSES and FEES**

13 19. Defendant shall pay its own filing fees, attorney fees, expert witness fees, and all  
14 other costs of litigation and investigation incurred to date.

15 **NEUTRAL CONSTRUCTION**

16 20. The terms of this Final Judgment were drafted equally by all Parties. The Parties  
17 agree that the rule of construction holding that ambiguity is construed against the drafting party  
18 shall not apply to the interpretation of this Final Judgment.

19 **ENTIRE AGREEMENT**

20 21. This Judgment is intended to be a final and binding resolution of the subject  
21 matter set forth in this Judgment and supersedes and replaces any and all prior negotiations,  
22 confirmatory letters, and proposed agreements or final agreements, whether written or oral.

23 **FUTURE REGULATORY CHANGES**

24 22. Nothing in this Judgment shall excuse Defendant from meeting any more  
25 stringent requirements that may be imposed after the effective date of this Judgment by changes  
26 in applicable and legally binding legislation or regulations. To the extent any future statutory or  
27 regulatory change makes Defendant's obligations less stringent than those provided for in this  
28

1 Judgment, Defendant's compliance with the changed law shall be deemed compliance with this  
2 Judgment.

3 **REPRESENTATIONS and WARRANTIES**

4 23. Each Party to this Judgment has stipulated that it has made such investigation of  
5 the facts and matters pertaining to this Judgment as it deems necessary and is not relying on any  
6 representations made by the other Parties in entering into this Judgment; each Party has had an  
7 opportunity to consult with an attorney regarding the contents of this Judgment; each Party or  
8 the responsible agent of the Party has read this Judgment and understands its contents; and each  
9 person signing the Stipulation for Entry of Judgment has the full authority to sign on behalf of  
10 the Party for which he or she is signing and to bind that Party to the obligations and  
11 commitments set forth herein.

12 **BINDING EFFECT**

13 24. This Judgment and its terms, covenants, conditions, provisions, obligations,  
14 undertakings, rights and benefits shall be binding upon and inure to the benefit of the Parties and  
15 their respective successors-in-interest and assigns.

16 **MODIFICATION OF FINAL JUDGMENT**

17 25. This Final Judgment may be modified only on noticed motion by a Party with  
18 approval of the Court, or upon written consent of the Parties and the approval of the Court.

19 **COUNTERPARTS**

20 26. This Judgment may be signed in counterparts by the Parties and those  
21 counterparts when taken together shall have the same force and effect as if a single, original  
22 document has been signed by the Parties. For purposes of this Judgment, copies of signatures  
23 shall be deemed originals.

24 **ENTRY OF JUDGMENT**

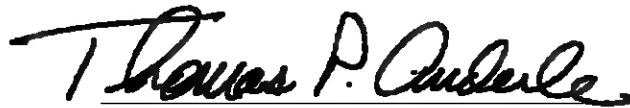
25 27. The Court's clerk is ordered to enter this Final Judgment immediately, and to  
26 provide notice to the People through counsel.



1           28.     The effective date of this Final Judgment shall be upon entry. The Parties need  
2 not file a Notice of Entry of Judgment.

3           It appearing to the Court that there is good cause for the entry of this Judgment, **IT IS**  
4 **SO ORDERED.**

5 Dated: 11/29/2023  
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Judge of the Superior Court

**Thomas P. Anderle**

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## EXHIBIT A

### SUPPLEMENTAL ENVIRONMENTAL PROJECTS

1. DEFENDANT shall provide \$125,000.00 payable to the **Well Done Foundation**. The Well Done Foundation is an organization that works with governmental, community, and private sector organizations and businesses to locate, screen, and plug orphaned oil and gas wells. The funding DEFENDANT provides shall be used for surveying/identifying orphaned oil and gas wells appropriate for closure in Santa Barbara County and completing plugging and abandonment of those orphan wells. Additionally, this project will include training for Santa Barbara County residents to become certified to assist with capping orphaned oil and gas wells.

2. DEFENDANT shall provide \$100,000.00 payable to the **Channel Islands Marine & Wildlife Institute** for the purpose of developing a mobile trailer that can assist with field response for animals impacted by hazardous materials events or oil spills; emergency transport in situations such as wildfires, earthquakes, oil spills, and other natural disasters; and necropsy. The Channel Islands Marine & Wildlife Institute is dedicated to positively impacting marine conservation through marine mammal rescue, rehabilitation, research, and education to promote ocean, marine mammal, and human health.

3. DEFENDANT shall provide \$75,000.00 payable to the **Santa Barbara County Natural History Museum Sea Center** (“Sea Center”). The Sea Center is an interactive aquarium dedicated to educating children and community members about the life and health of the Santa Barbara Channel and its ecosystem. Its exhibits are aimed towards fostering understanding and conservation. The Sea Center will be using these funds for a new educational exhibit called *Dive In!* and to fund the Sea Center’s educational programming for Santa Barbara-area school children.

If the payments above provided by DEFENDANT are accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the PLAINTIFF’s representatives identified in the Final Judgment. If a designated entity chooses not

to accept a payment pursuant to the Final Judgment, PLAINTIFF shall request, by noticed motion or via a stipulation of the Parties, an alternate disposition of the payment. DEFENDANT shall only be obligated to provide the payments described in this Exhibit A, and it shall have no responsibility to perform any of the projects, studies, or other tasks intended to be funded by the payments.