

1 XAVIER BECERRA  
Attorney General of California  
2 TRACY L. WINSOR  
Supervising Deputy Attorney General  
3 COURTNEY COVINGTON (SBN 259723)  
KELLY A. WELCHANS (SBN 253191)  
4 Deputy Attorneys General  
1300 I Street, Suite 125  
5 P.O. Box 944255  
Sacramento, CA 94244-2550  
6 Telephone: (916) 210-7804  
Fax: (916) 327-2319  
7 E-mail: Kelly.Welchans@doj.ca.gov  
E-mail: Courtney.Covington@doj.ca.gov  
8

**FILED**

**MAY 31 2019**

CLERK OF THE SUPERIOR COURT  
COUNTY OF TRINITY  
BY: LACY HAYTH, DEPUTY CLERK

9 *Attorneys for Plaintiff*

*Per Government Code § 6103, State  
of California is exempt from filing  
fee*

10  
11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF TRINITY

14 **PEOPLE OF THE STATE OF**  
15 **CALIFORNIA, EX REL. THE REGIONAL**  
16 **WATER QUALITY CONTROL BOARD,**  
**NORTH COAST REGION,**  
17  
18 **v.**  
19  
20 **INDEPENDENCE CORPORATE**  
**OFFICES, INC., a California Corporation;**  
21 **CLAY TUCKER, an individual;**  
**RINCON LAND HOLDINGS LLC, an**  
22 **Arizona Corporation; and**  
**DOES 1 through 50, inclusive,**  
23  
24  
25  
26  
27  
28

Plaintiff,

Defendants.

Case No. 17CV066

**STIPULATED FINAL JUDGMENT**

Dept: 2  
Judge: Hon. Eric Heryford  
Action Filed: Sept. 11, 2017

1 INTRODUCTION

2 This Stipulated Final Judgment (Stipulated Judgment) is entered into by and between  
3 Plaintiff People of the State of California ex rel. The Regional Water Quality Control Board,  
4 North Coast Region (the Regional Board) and Defendants Independence Corporate Offices, Inc.  
5 (ICO), Clay Tucker (Tucker), Rincon Land Holdings LLC (Rincon), and Barnett S. Brenner  
6 (Brenner) (ICO, Tucker, Rincon, and Brenner are collectively referred to as Defendants).

7 RECITALS

8 A. The Regional Board is a public agency of the State of California. The Regional  
9 Board's jurisdiction includes the protection of beneficial uses of waters of the State of California,  
10 and establishment and enforcement of water quality control plans and policies.

11 B. Defendants Tucker and Brenner are individuals.

12 C. Defendant ICO is a California corporation. Tucker is an officer of ICO. Tucker  
13 represents that he has full authority to bind ICO to this Stipulated Judgment.

14 D. Defendant Rincon is an Arizona corporation. Brenner is an officer of Rincon.  
15 Brenner represents that he has full authority to bind Rincon to this Stipulated Judgment.

16 E. On September 11, 2017, the Regional Board filed the complaint (Complaint) in  
17 this action to address the Defendants' violations of the federal Clean Water Act, California Water  
18 Code, and North Coast Region Basin Plan (Basin Plan).

19 F. After arms-length negotiations, the Regional Board and Defendants have reached  
20 and entered into a settlement agreement by way of this Stipulated Judgment in a good faith effort  
21 to avoid the uncertainty and expense of protracted litigation.

22 TERMS

23 Therefore, the Regional Board and Defendants stipulate as follows:

24 Jurisdiction and Venue

25 1. This Court has jurisdiction over the subject matter of this action and the parties to  
26 this Stipulated Judgment.

27 2. Trinity County is the appropriate venue for this action because the violations of the  
28 Water Code and Basin Plan occurred in Trinity County.

1 Admission of Liability

2 3. Defendants admit that their conduct in developing certain properties in Trinity  
3 County resulted in actual discharges of silt, soil, and other materials into waterways in the Indian  
4 Creek watershed. Defendants further admit that their conduct in developing certain properties in  
5 Trinity County resulted in deposits of silt, soil, and other materials placed in locations where they  
6 could pass into a stream or watercourse in the basin in quantities which could be deleterious to  
7 fish, wildlife, or other beneficial uses. Defendants admit that such actions give rise to liability  
8 under the California Water Code.

9 Civil Penalties

10 4. Tucker and ICO agree to pay, and are jointly and severally liable for payment of,  
11 \$175,000 in civil penalties, payable to the Regional Board over five years in twenty (20) equal  
12 quarterly installments of \$8,750.00, with the first payment to be made no later than 30 days after  
13 this Stipulated Judgment is entered by the Court. Payments shall be made in the manner provided  
14 in paragraph 6 below.

15 5. Brenner and Rincon agree to pay, and are jointly and severally liable for payment  
16 of, \$124,341.88 in civil penalties, payable to the Regional Board over five years, in twenty (20)  
17 quarterly installments, with the first payment to be made no later than 30 days after this Stipulated  
18 Judgment is entered by the Court.

19 a. The first eight (8) installments shall be in the amount of \$4,292.74, made in the  
20 manner provided in paragraph 6 below.

21 b. The final twelve (12) installments shall be in the amount of \$7,500, made in the  
22 manner provided in paragraph 6 below.

23 6. Payments of civil penalties shall be made as follows:

24 a. **The first payment shall be due within 30 days** after this Stipulated Judgment is  
25 entered by the Court.

26 b. The remaining 19 quarterly payments shall be due on **August 1, November 1,**  
27 **February 1, and May 1 of each year, beginning August 1, 2019, with the final**  
28 **installment due on or before February 1, 2024.**

1 c. The payments described above in paragraphs 6.a. and 6.b. shall be by certified or  
2 cashiers check made payable to **State Water Resources Control Board Cleanup**  
3 **and Abatement Account**, with reference to Trinity County Case No. 17CV066,  
4 and shall be delivered by hand or express mail to:

5 SWRCB  
6 Attn: ACL Payment Accounting Office  
7 PO Box 1888  
8 Sacramento, CA 95812-1888

9 Notice of transmission of copies of all certified or cashier's checks transmitted in  
10 the manner set forth above shall be provided to the California Attorney General's  
11 Office on the same day that any such checks are delivered by hand or express mail  
12 to the State Water Resources Control Board, by scanning and emailing a copy of  
13 the checks and transmitting the copies via email to Deputy Attorneys General  
14 Kelly Welchans at [kelly.welchans@doj.ca.gov](mailto:kelly.welchans@doj.ca.gov) and Courtney S. Covington at  
15 [courtney.covington@doj.ca.gov](mailto:courtney.covington@doj.ca.gov), in addition to any other individuals the California  
16 Attorney General's Office may subsequently designate to receive such notice and  
17 copies.

18 d. Defendants may increase the amount of any payment due under this Stipulated  
19 Judgment without penalty. Such excess amounts will apply to reduce the total  
20 balance due, however, such increased payments will not reduce the amounts of any  
21 future payments due, and subsequent payments in the amounts identified in  
22 paragraphs 4 and 5 above, will remain due, in the same amount, as detailed in  
23 paragraphs 6.b and 6.c, until the total balance of the civil liability has been paid in  
24 full.

25 e. In the event any installment payment specified in paragraphs 4-6, above, is not  
26 timely received by the Regional Board, the Regional Board's counsel may apply to  
27 the Court, ex parte, to amend the judgment to reflect that the entire remaining  
28 amount of the judgment is immediately due and owing to the Regional Board,  
reflected in paragraphs 4-6 above, and CDFW, as reflected in paragraphs 9-10

1 below. The Regional Board shall give 15 days' notice of any ex parte application  
2 to the Court to amend the judgment. The ex parte application to the Court shall be  
3 by way of written declaration which shall specify that the payment was not timely  
4 received and which shall state that written notice of the Regional Board's failure to  
5 timely receive payment was sent, via email, to Defendants' counsel, Paul Meidus  
6 at paul.meidus@rswslaw.com, and that five days have elapsed since said notice  
7 was sent and that payment has not been received. The written notice to  
8 Defendants' counsel may serve as notice of the Regional Board's intent to apply  
9 ex parte to the Court to amend the judgment as to any or all of the Defendants. In  
10 the event that the Court determines that the payment was not timely, the Regional  
11 Board shall be entitled to have a judgment entered in the full amount due, less any  
12 credit given to Defendants for all payments actually received, plus any post-  
13 judgment interest that has accrued on any late payments and all of the Regional  
14 Board's attorney fees and costs incurred in obtaining said judgment. Defendants  
15 expressly acknowledge the Regional Board's right to apply ex parte to the Court to  
16 enter judgment for immediate payment of all liability, rather than monthly  
17 installment payments, plus any interest owing on any late payments, as well as the  
18 Regional Board's right to recover from Defendants its attorney fees and costs for  
19 obtaining said judgment, as incentive for all payments to be made timely, and as a  
20 penalty for failure to make payment when due.

21 **Suspended Civil Penalties**

22 7. Tucker is individually liable for suspended civil penalties, which shall become due  
23 and payable in full, on a lump-sum basis, within 15 days of entry of any amended judgment, **only**  
24 **if Tucker engages in conduct that violates the California Water Code, directs others to**  
25 **engage in conduct that violates the California Water Code, or finances conduct that violates**  
26 **the California Water Code, within five years of the entry of this Stipulated Judgment as**  
27 follows:

28 a. Tucker shall pay \$200,000 in civil penalties, in the manner described in paragraph

1                   6.c, if the unlawful conduct occurs anywhere on the road system covered by  
2                   Cleanup and Abatement Order No. R1-2018-0036; and

3                   b. Tucker shall pay \$50,000 in civil penalties, in the manner described in paragraph  
4                   6.c, if the unlawful conduct occurs anywhere else in California.

5                   8. Tucker and the Regional Board agree that in the event Tucker commits, directs, or  
6 finances violations of the Water Code within five years from entry of this Stipulated Judgment,  
7 the Regional Board may move the Court ex parte, on 15 days' notice, for an order amending this  
8 Stipulated Judgment to include the suspended penalty amounts as provided in paragraph 7. The  
9 parties may submit evidence by declarations. The parties jointly request that, should a motion to  
10 impose the suspended civil penalties be necessary, the Court determine, by the preponderance of  
11 the evidence standard, sitting without a jury, whether Tucker committed, directed, or financed one  
12 or more violations of the California Water Code, and if the Court so determines, enter judgment  
13 against Tucker as set forth in paragraph 7. Nothing in this Stipulated Judgment limits the  
14 Regional Board's ability to obtain an ex parte order for injunctive relief should Tucker violate  
15 provisions of the Water Code.

16                   **Investigative Costs**

17                   9. Brenner and Rincon agree to pay, and are jointly and severally liable for payment  
18 of \$25,658.12 in investigative costs, to reimburse the California Department of Fish and Wildlife  
19 (CDFW) for costs associated in investigating the claims at issue in this matter. These payments  
20 shall be made in eight (8) equal, quarterly, installments of \$3,207.26, with the first payment to be  
21 made no later than 30 days after this Stipulated Judgment is entered by the Court. Payments shall  
22 be made in the manner provided in paragraph 10 below.

23                   10. Payments of investigative costs shall be made as follows:

- 24                   a. **The first payment shall be due within 30 days** after this Stipulated Judgment is  
25                   entered by the Court.
- 26                   b. The remaining 7 quarterly payments shall be due on **August 1, November 1,**  
27                   **February 1, and May 1 of each year, beginning August 1, 2019, with the final**  
28                   **installment due on or before February 1, 2021.**

1 c. The payments described above in paragraphs 10.a. and 10.b. shall be by certified  
2 or cashiers check made payable to **California Department of Fish and Wildlife**,  
3 with reference to CDFW Investigation Costs, Trinity County Case No. 17CV066,  
4 and shall be delivered by hand or express mail to:

5 CDFW Law Enforcement Division  
6 Attn: Alexandra Davis  
7 1416 9<sup>th</sup> Street, Suite 1326  
8 Sacramento, CA 95814

9 Notice of transmission of copies of all certified or cashier's checks transmitted in  
10 the manner set forth above shall be provided to the California Attorney General's  
11 Office on the same day that any such checks are delivered by hand or express mail  
12 to CDFW, by scanning and emailing a copy of the checks and transmitting the  
13 copies via email to Deputy Attorneys General Kelly Welchans at  
14 kelly.welchans@doj.ca.gov and Courtney S. Covington at  
15 courtney.covington@doj.ca.gov, in addition to any other individuals the California  
16 Attorney General's Office may subsequently designate to receive such notice and  
17 copies.

18 d. Defendants may increase the amount of any payment due under this Stipulated  
19 Judgment without penalty. Such excess amounts will apply to reduce the total  
20 balance due, however, such increased payments will not reduce the amounts of any  
21 future payments due, and subsequent payments in the amounts identified in  
22 paragraphs 9 above, will remain due, in the same amount, as detailed in paragraphs  
23 10.b and 10.c, until the total balance of the investigative cost reimbursement has  
24 been paid in full.

25 e. In the event any installment payment specified in paragraphs 9-10, above, is not  
26 timely received by CDFW, the Regional Board's counsel may apply to the Court,  
27 ex parte, to amend the judgment to reflect that the entire remaining amount of the  
28 judgment is immediately due and owing to the Regional Board reflected in  
paragraphs 4-6, and CDFW, as reflected in paragraphs 9-10. The Regional Board

1 shall give 15 days' notice of any ex parte application to the Court to amend the  
2 judgment. The ex parte application to the Court shall be by way of written  
3 declaration which shall specify that the payment was not timely received and  
4 which shall state that written notice of the Regional Board's failure to timely  
5 receive payment was sent, via email, to Defendants' counsel, Paul Meidus at  
6 paul.meidus@rswslaw.com, and that five days have elapsed since said notice was  
7 sent and that payment has not been received. The written notice to Defendants'  
8 counsel may serve as notice of the Regional Board's intent to apply ex parte to the  
9 Court to amend the judgment as to any or all of the Defendants. In the event that  
10 the Court determines that the payment was not timely, the Regional Board shall be  
11 entitled to have a judgment entered in the full amount due, less any credit given to  
12 Defendants for all payments actually received, plus any post-judgment interest that  
13 has accrued on any late payments and all of the Regional Board's attorney fees and  
14 costs incurred in obtaining said judgment. Defendants expressly acknowledge the  
15 Regional Board's right to apply ex parte to the Court to enter judgment for  
16 immediate payment of all liability under this Stipulated Judgment, rather than  
17 monthly installment payments, plus any interest owing on any late payments, as  
18 well as the Regional Board's right to recover from Defendants its attorney fees and  
19 costs for obtaining said judgment, as incentive for all payments to be made timely,  
20 and as a penalty for failure to make payment when due.

21 **Attorneys' Fees**

22 11. If Defendants fail to perform any obligation or pay any liability or civil penalty  
23 imposed under this Stipulated Judgment, in accordance with Government Code section 12513.1,  
24 Defendants shall be required to pay interest, reasonable attorneys' fees and costs for collection or  
25 enforcement proceedings to enforce the payment or obligation, in addition to that liability or civil  
26 penalty. If Tucker commits, directs, or finances additional California Water Code violations,  
27 necessitating a motion by the Regional Board to impose the suspended civil penalties pursuant to  
28 paragraphs 7 and 8, Tucker shall be required to pay interest, reasonable attorneys' fees and costs

1 for any proceedings to impose and collect the suspended civil penalties, in addition to those  
2 suspended civil penalties. Except as provided in this paragraph, all parties to this Stipulated  
3 Judgment shall bear their own attorneys' fees and costs up through the date the Stipulated  
4 Judgment is entered.

5 **Notice/Correspondence**

6 12. All notices pertaining to this Stipulated Judgment shall be sent by regular or  
7 overnight mail, with a courtesy copy via email, as follows:

8 To Defendants: Paul Meidus  
9 Reese, Smalley, Wiseman & Schweitzer, LLP  
10 1265 Willis Street  
11 P.O. Box 994647  
12 Redding, CA 96099-4647  
13 paul.meidus@rswslaw.com

14 To the Regional Board: Kelly Welchans  
15 1301 I Street, Ste. 125  
16 P.O. Box 944255  
17 Sacramento, CA 94244-2550  
18 kelly.welchans@doj.ca.gov

19 **Delay in Action, Waiver of Appeal Right**

20 13. Defendants hereby waive any rights they may have to seek dismissal for any delay  
21 in entry of judgment, prosecuting the action, or bringing the action to trial, including under Code  
22 of Civil Procedure sections 583.110-583.430.

23 14. The parties agree to waive their right to appeal from this Stipulated Judgment.  
24 Nothing in this Stipulated Judgment shall be construed as a waiver of any party's right to appeal  
25 from an order that arises from an action to enforce the terms of this Stipulated Judgment.

26 **Scope of Stipulated Judgment, Matters Covered**

27 15. This Stipulated Judgment is made and entered into by and on behalf of the  
28 Regional Board and Defendants only. Except as expressly provided in this Stipulated Judgment,  
nothing in this Stipulated Judgment is intended or shall be construed to preclude the Attorney  
General from exercising his or her authority as an independent Constitutional officer under any

1 law, statute, or regulation. Furthermore, except as expressly provided in this Stipulated  
2 Judgment, nothing in this Stipulated Judgment is intended or shall be construed to preclude any  
3 state, local, or federal agency, board (including the State Water Resources Control Board or any  
4 other Regional Water Quality Control Board in California), department, office, commission, or  
5 entity from exercising its authority under any law, statute, regulation, or ordinance.

6 16. This Stipulated Judgment is a final and binding resolution and settlement of all  
7 claims, violations, or causes of action alleged by the Regional Board in the Complaint, and of all  
8 claims, violations, or causes of action which could have been asserted by the Regional Board  
9 against Defendants based on the facts that are the subject of the Complaint. The matters  
10 described in the previous sentence are "Covered Matters." The parties reserve the right to pursue  
11 any claim that is not a Covered Matter (Reserved Claim) and to defend against any Reserved  
12 Claim.

13 **Mutual Releases**

14 17. Upon the date this Stipulated Judgment is entered by the Court, Defendants shall and  
15 do release, discharge and covenant not to sue the Regional Board, the State of California or any of  
16 their employees, including each and every constituent agency, board, department, office,  
17 commission, fund or other entity thereof, and successors and assigns of each and every  
18 constituent of the State of California, for any and all claims or causes of action, of every kind and  
19 nature whatsoever, in law and in equity, whether known or unknown, suspected or unsuspected,  
20 foreseen or unforeseen, which arise out of or are related to this lawsuit or the administrative or  
21 investigative actions that preceded it.

22 18. Except as expressly provided in this Stipulated Judgment, the Regional Board shall  
23 and does release, discharge, and covenant not to sue Defendants with respect to the Covered  
24 Matters. This covenant not to sue shall become effective only upon the occurrence of both of the  
25 following: (1) the Regional Board's receipt of the final payments to be made by Defendants  
26 pursuant to paragraphs 4-6 of this Stipulated Judgment; and (2) the expiration of the five-year  
27 period following entry of this Stipulated Judgment, as described in paragraph 7. This covenant  
28 not to sue shall not act to release from liability any person or entity other than Defendants.

1           19. The Regional Board agrees that, to the extent Rincon remains in compliance with  
2 the terms of this Stipulated Judgment and does not own, operate, control, manage, finance, or  
3 have a financial interest in, properties subject to Cleanup and Abatement Order No. R1-2018-  
4 0036, or conduct, direct, finance, or participate in activity on properties subject to Cleanup and  
5 Abatement Order No. R1-2018-0036, from the date Rincon executes this Stipulated Judgment  
6 through and including the final installation payment due under this Stipulated Judgment, the  
7 Regional Board will refrain from seeking Rincon's specific performance as to Cleanup and  
8 Abatement Order No. R1-2018-0036. Nothing in this paragraph shall require or prevent actions,  
9 such as for contribution, from other parties named in Cleanup and Abatement Order No. R1-  
10 2018-0036.

11           **Jurisdiction, Interpretation**

12           20. This Court shall retain jurisdiction to interpret, modify, and enforce the terms and  
13 conditions of this Stipulated Judgment. This Stipulated Judgment shall be governed by and  
14 construed in accordance with the laws of the State of California

15           21. This Stipulated Judgment was drafted equally by all parties. The parties agree that  
16 the rule of construction holding that ambiguity is construed against the drafting party shall not  
17 apply to the interpretation of this Stipulated Judgment.

18           **Integration**

19           22. This Stipulated Judgment contains all of the terms and conditions agreed upon by the  
20 parties relating to the matters covered by this Stipulated Judgment, and supersedes any and all  
21 prior and contemporaneous agreements, negotiations, correspondence, understandings, and  
22 communications of the parties, whether oral or written, respecting the matters covered by this  
23 Stipulated Judgment. This Stipulated Judgment may be amended or modified only by a writing  
24 signed by the parties or their authorized representatives, and then by order of the Court.

25           **Knowing, Voluntary Agreement**

26           23. Each party to this Stipulated Judgment acknowledges that it has been represented by  
27 legal counsel, and that each party has reviewed, and has had the benefit of legal counsel's advice  
28 concerning, all of the terms and conditions of this Stipulated Judgment.

1 Authority to Execute, Counterparts

2 24. Each party to this Stipulated Judgment represents and warrants that the person who  
3 has signed this Stipulated Judgment on its behalf is duly authorized to enter into this Stipulated  
4 Judgment, and to bind that party to the terms and conditions of this Stipulated Judgment.

5 25. This Stipulated Judgment may be executed by the parties in counterpart originals  
6 with the same force and effect as if fully and simultaneously executed as a single, original  
7 document. The parties agree all genuine copies of their and their counsel's signatures on this  
8 Stipulated Judgment, such as photocopies and scanned copies, may be used as though originals.

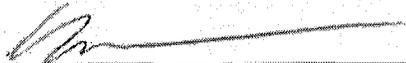
9 No Third Party Beneficiaries

10 26. This Stipulated Judgment is made for the sole benefit of the parties, and no other  
11 person or entity shall have any rights or remedies under or by reason of this Stipulated Judgment,  
12 unless otherwise expressly provided for herein.

13  
14 IT IS SO STIPULATED.

15 INDEPENDENCE CORPORATE  
16 OFFICES, INC.

17 Dated: April 17, 2019

18   
19 \_\_\_\_\_  
20 Clay Tucker, President, Independence  
21 Corporate Offices

22 CLAY TUCKER

23 Dated: April 19, 2019

24   
25 \_\_\_\_\_  
26 Clay Tucker, an individual

27 RINCON LAND HOLDINGS LLC

28 Dated: April \_\_, 2019

\_\_\_\_\_  
Barnett S. Brenner, Manager, Rincon Land  
Holdings

1 Authority to Execute, Counterparts

2 24. Each party to this Stipulated Judgment represents and warrants that the person who  
3 has signed this Stipulated Judgment on its behalf is duly authorized to enter into this Stipulated  
4 Judgment, and to bind that party to the terms and conditions of this Stipulated Judgment.

5 25. This Stipulated Judgment may be executed by the parties in counterpart originals  
6 with the same force and effect as if fully and simultaneously executed as a single, original  
7 document. The parties agree all genuine copies of their and their counsel's signatures on this  
8 Stipulated Judgment, such as photocopies and scanned copies, may be used as though originals.

9 No Third Party Beneficiaries

10 26. This Stipulated Judgment is made for the sole benefit of the parties, and no other  
11 person or entity shall have any rights or remedies under or by reason of this Stipulated Judgment,  
12 unless otherwise expressly provided for herein.

13  
14 IT IS SO STIPULATED.

15 INDEPENDENCE CORPORATE  
16 OFFICES, INC.

17 Dated: April \_\_, 2019

18 \_\_\_\_\_  
19 Clay Tucker, President, Independence  
20 Corporate Offices

21 CLAY TUCKER

22 Dated: April \_\_, 2019

23 \_\_\_\_\_  
24 Clay Tucker, an individual

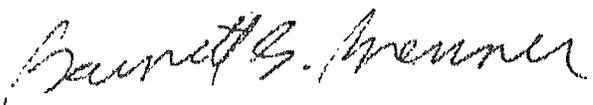
25 RINCON LAND HOLDINGS LLC

26 Dated: April 17, 2019

27 \_\_\_\_\_  
28 Barnett S. Brenner  
Barnett S. Brenner, Manager, Rincon Land  
Holdings

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BARNETT S. BRENNER



Barnett S. Brenner, an individual

Dated: April 17, 2019

REGIONAL WATER QUALITY  
CONTROL BOARD, NORTH COAST  
REGION

Dated: April \_\_, 2019

Matt St. John, Executive Officer, Regional  
Water Quality Control Board, North Coast  
Region

APPROVED AS TO FORM:

Dated: April 17, 2019

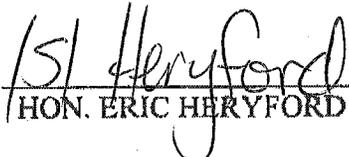
  
Paul C. Meidus  
Attorney for Defendants INDEPENDENCE  
CORPORATE OFFICES, INC., CLAY  
TUCKER, RINCON LAND HOLDINGS  
LLC, and BARNETT S. BRENNER

Dated: April \_\_, 2019

Kelly A. Welchans  
Attorney for Plaintiff REGIONAL WATER  
QUALITY CONTROL BOARD, NORTH  
COAST REGION

IT IS SO ORDERED.

Dated: 5/31, 2019

  
HON. ERIC HERYFORD

SA2016301003  
13463082.docx

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BARNETT S. BRENNER



Dated: April 7, 2019

Barnett S. Brenner, an individual

REGIONAL WATER QUALITY  
CONTROL BOARD, NORTH COAST  
REGION

Dated: <sup>May 30</sup> April   , 2019

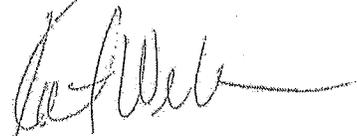


Matt St. John, Executive Officer, Regional  
Water Quality Control Board, North Coast  
Region

APPROVED AS TO FORM:

Dated: April   , 2019

Paul C. Meidus  
Attorney for Defendants INDEPENDENCE  
CORPORATE OFFICES, INC., CLAY  
TUCKER, RINCON LAND HOLDINGS  
LLC, and BARNETT S. BRENNER

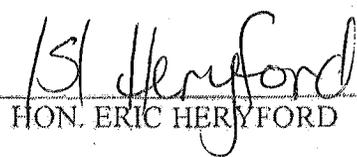


Dated: April 17, 2019

Kelly A. Welchans  
Attorney for Plaintiff REGIONAL WATER  
QUALITY CONTROL BOARD, NORTH  
COAST REGION

IT IS SO ORDERED.

Dated: 5/31, 2019

  
HON. ERIC HERYFORD

SA2016301003  
13463082.docx

**DECLARATION OF SERVICE BY U.S. MAIL**

Case Name: *Regional Water Quality Control Board, North Coast Region v. Independence Corporate Offices, Inc., et al.*

Case No.: Trinity County Superior Court, No. 17-CV-066

I declare:

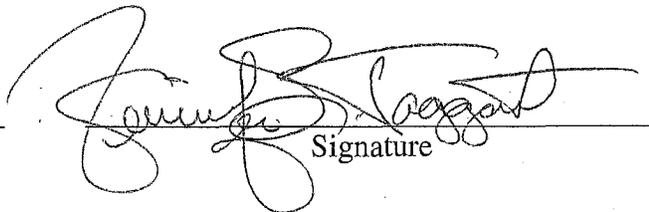
I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business.

On May 30, 2019, I served the attached **STIPULATED FINAL JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Office of the Attorney General at 1300 I Street, Suite 125, P.O. Box 944255, Sacramento, CA 94244-2550, addressed as follows:

Paul C. Meidus, Esq.  
Reese, Smalley, Wiseman & Schweitzer, LLP  
1265 Willis Street  
Redding, CA 96001  
*Attorneys for Rincon Land Holdings, LLC,  
Independence Corporate Offices, Inc., Clay  
Tucker and Barnett S. Brenner*

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on May 30, 2019, at Sacramento, California.

Jennifer L. Taggart  
Declarant

  
Signature