

**F I L E D**  
Clerk of the Superior Court

**AUG 28 2017**

By: R. CERSOSIMO, Deputy

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SAN DIEGO**

17 CITIZENS OVERSIGHT, INC., a California non-  
18 profit corporation; PATRICIA BORCHMANN, an  
19 individual

19 Petitioners and Plaintiffs

20 v.

21 CALIFORNIA COASTAL COMMISSION;  
22 SOUTHERN CALIFORNIA EDISON  
23 COMPANY, Real Party in Interest; and DOES 1  
24 TO 100;

24 Respondents and Defendants.

Case No.: 37-2015-00037137-CU-WM-CTL

[Assigned to the Honorable Judith F. Hayes –  
Department 68]

**STIPULATION FOR DISMISSAL OF  
ACTION AND REQUEST FOR COURT TO  
RETAIN JURISDICTION TO ENFORCE  
SETTLEMENT AGREEMENT**

Hearing Date: September 8, 2017  
Time: 2:00 p.m.  
Department: C68

Action Filed: November 3, 2015

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STIPULATION FOR DISMISSAL OF ACTION AND REQUEST FOR COURT TO RETAIN  
JURISDICTION TO ENFORCE SETTLEMENT AGREEMENT

1 Petitioners Citizens Oversight, Inc. and Patricia Borchmann (“Petitioners”) and Real Party in  
2 Interest Southern California Edison Company (“Real Party”) (collectively, the “Settling Parties”) enter  
3 into the Stipulation For Dismissal of Action and Request for Court to Retain Jurisdiction to Enforce  
4 Settlement Agreement (“Stipulation”) set forth in Section II below. This Stipulation is based on the  
5 facts set forth in Section I below.

6 I.

7 RECITALS

8 A. Petitioners filed their Verified Petition for Writ of Administrative Mandate (C.C.P. §  
9 1094.5) and Complaint for Declaratory Relief (“Petition”) on or about November 3, 2015 in the action  
10 entitled *Citizens Oversight, Inc., et al., v. California Coastal Commission, et al.* (the Action”).

11 B. On January 25, 2017, this Court entered an order approving the parties’ Stipulation  
12 Concerning Preparation of the Administrative Record, Resolution of Pleading Issues, and Establishing  
13 Schedule for Briefing for Final Hearing on Petition for Writ of Mandamus. Pursuant to that Stipulation,  
14 the administrative record has been lodged and served, and all parties have filed all of their respective  
15 briefs.

16 C. The Settling Parties and Respondent California Coastal Commission (“Respondent”)   
17 submitted two Stipulations (on April 7, 2017 and June 29, 2017) requesting a continuance of the final  
18 hearing date in order to allow settlement negotiations to proceed. A written settlement agreement has  
19 been executed (“Agreement”) and based on that agreement, Petitioners have agreed to dismiss the  
20 entirety of the Action on the condition that the Court retain jurisdiction to enforce the Agreement. A  
21 copy of the Agreement is attached hereto as Attachment A.

22 II.

23 STIPULATION

24 The Settling Parties stipulate and agree as follows:

25 A. The Court may dismiss the Petition and the entire Action with prejudice, with all parties  
26 to bear their own costs of suit, on the condition that the Court retain jurisdiction as set forth in Section  
27 II.B, below.

1 B. Pursuant to Code of Civil Procedure Section 664.6 ("Section 664.6"), the Court retains  
2 jurisdiction to enforce the Agreement until it expires or is terminated in accordance with the provisions  
3 set forth therein, subject to the following limitations: (1) any motion filed under CCP Section 664.6  
4 by the Petitioners or Respondent shall be limited to requests for specific performance or injunctive  
5 relief to compel the Real Party to perform the commitments enumerated in Section II.B of the  
6 Agreement within the timeframes set forth in said section, and (2) the Court's jurisdiction will not  
7 extend to: (i) awarding monetary relief or an award of attorneys' fees or costs, unless a Party acts in  
8 bad faith, (ii) vacating the dismissal of the Action, (iii) rescinding or terminating this Agreement, or  
9 (iv) imposing statutory or other costs, fees, or penalties.

10  
11 Dated: August 24, 2017

MICHAEL J. AGUIRRE  
MARIA C. SEVERSON  
AGUIRRE & SEVERSON, LLP

12  
13 By 

14 Maria C. Severson  
15 Attorneys for Petitioners  
16 CITIZENS OVERSIGHT, INC., AND  
17 PATRICIA BORCHMANN

18  
19 Dated: August 25, 2017

EDWARD J. CASEY  
ANDREA WARREN  
ALSTON & BIRD, LLP

20  
21 By 

22 Edward J. Casey  
23 Attorneys for Real Party in Interest  
24 SOUTHERN CALIFORNIA EDISON COMPANY  
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ORDER

Having considered the foregoing Stipulation and good cause appearing, IT IS HEREBY ORDERED THAT:

1. The Court dismisses the Petition and the entire Action with prejudice, with each party to bear its own costs of suit, which dismissal is conditioned on the Court retaining jurisdiction as set forth in paragraph 2, below.

2. Pursuant to Code of Civil Procedure Section 664.6 (“Section 664.6”), the Court retains jurisdiction to enforce the Agreement until it expires or is terminated in accordance with the provisions set forth therein, subject to the following limitations: (1) any motion filed under Section 664.6 by Petitioners or Respondent shall be limited to requests for specific performance or injunctive relief to compel the Real Party to perform the commitments enumerated in Section II.B of the Agreement within the timeframes set forth in said section, and (2) the Trial Court’s jurisdiction will not extend to: (i) awarding monetary relief or an award of attorneys’ fees or costs, unless a Party acts in bad faith, (ii) vacating the dismissal of the Action, (iii) rescinding or terminating this Agreement, or (iv) imposing statutory or other costs, fees, or penalties.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Judith F. Hayes  
Judge of the Superior Court

# EXHIBIT A

**SETTLEMENT AGREEMENT REGARDING COASTAL DEVELOPMENT PERMIT  
FOR STORAGE OF SAN ONOFRE SPENT NUCLEAR FUEL**

This Settlement Agreement Regarding Coastal Development Permit for Storage of San Onofre Spent Nuclear Fuel (“Agreement”) is made by and between Citizens Oversight, Inc. and Patricia Borchmann (collectively, “Plaintiffs”), on the one side, and Southern California Edison (“SCE”), on the other side. (Plaintiffs and SCE are collectively referred to as the “Parties” and individually referred to as a “Party.”)

**I.**

**RECITALS**

A. The San Onofre Nuclear Generating Station (“SONGS”) is located on a site in northern San Diego County within the U.S. Marine Corps Base, Camp Pendleton. SCE, the City of Riverside, and San Diego Gas & Electric (collectively, the “Owners”) own SONGS. The City of Anaheim is a former co-owner of SONGS but, for purposes of this Agreement only, is referred to as an Owner.

B. SONGS previously consisted of three nuclear power reactors referred to as Units 1, 2, and 3. The most significant decommissioning activities concerning Unit 1 have been completed. Units 2 and 3 were permanently retired (and ceased generating spent nuclear fuel) as of 2013. SCE is applying for the necessary government approvals to decommission Units 2 and 3.

C. In 2000, the California Coastal Commission (“Commission”) issued a coastal development permit (“CDP”) that authorized demolition of the SONGS Unit 1 structures and the construction of a dry storage facility known as an Independent Spent Fuel Storage Installation (“ISFSI”) to store Unit 1 spent nuclear fuel (the “Original ISFSI”). In 2001, the Commission approved an expansion of the Original ISFSI to store Units 2 and 3 spent nuclear fuel.

D. Most of the spent nuclear fuel generated at SONGS is currently stored in the Original ISFSI, which stores 1,187 spent fuel assemblies, and in “wet” storage pools in Units 2 and 3. On October 6, 2015, the Commission approved a CDP (the “2015 CDP”) that authorized

the construction of an additional on-site ISFSI with 75 fuel storage modules to store the 2,668 spent fuel assemblies currently in wet storage (the “Project ISFSI”). The SONGS spent fuel stored in the Original ISFSI and in “wet” storage pools in Units 2 and 3 totals 3,855 spent fuel assemblies, referred to herein as “SONGS Spent Fuel.” Approximately 270 assemblies of SONGS 1 spent nuclear fuel are stored offsite in “wet” storage at GE Hitachi’s facility in Morris, Illinois (“Morris Fuel”).

E. The Project ISFSI is known as “HI-STORM UMAX,” manufactured by Holtec International (“Holtec”). The U.S. Nuclear Regulatory Commission (“NRC”) has approved and licensed the HI-STORM UMAX for use at SONGS.

F. On November 3, 2015, Plaintiffs filed the Verified Petition for Writ of Administrative Mandate (C.C.P. § 1094.5) and Complaint for Declaratory Relief (“Petition”) in the action entitled *Citizens Oversight, Inc. v. California Coastal Commission* (“Action”), which is pending in the Superior Court for the County of San Diego (“Trial Court”). The Commission, as the Respondent in the Action, and SCE, the Real Party in Interest in the Action, filed Answers in which they generally deny the claims alleged in the Action.

G. The Parties’ disputed legal and factual positions concerning the 2015 CDP are set out in their respective pleadings and the Commission’s administrative record filed in the Action.

H. SCE believes that the long term, permanent storage and disposal of SONGS Spent Fuel and Morris Fuel is, under applicable law, the responsibility of the U.S. Department of Energy (“DOE”) and that DOE has not yet discharged its responsibility. Plaintiffs desire to expedite the transfer of the SONGS Spent Fuel to a more inland location because they believe that is an overall benefit to the local community. Given that circumstance, the Parties acknowledge that they have a shared interest in relocating SONGS Spent Fuel on an interim basis to an offsite facility that would be licensed by the NRC and permitted, constructed, and operated by either the federal government or a third party (an “Offsite Storage Facility”). Until it is transferred to the federal government or third party, SCE will continue to maintain ownership of its SONGS Spent Fuel.

I. Given that shared interest, the Parties have engaged in settlement negotiations and now desire to set forth the terms by which they have agreed to resolve their dispute concerning the 2015 CDP and the claims and defenses in the Action.

## II.

### TERMS OF THE AGREEMENT

For the good and valuable consideration, the Parties agree as follows:

A. Proposed Relocation of SONGS Spent Fuel

1. Pending the development by DOE of a permanent nuclear spent fuel repository facility (“Permanent DOE Facility”) that can store the SONGS Spent Fuel, SCE shall use Commercially Reasonable (as defined below) efforts to relocate the SONGS Spent Fuel to an Offsite Storage Facility, including, but not limited to: (1) a consolidated interim storage (“CIS”) facility to be developed and operated by a third party, such as Holtec and Eddy Lea Energy’s proposed CIS in New Mexico and Waste Control Specialists’ proposed CIS in Texas; or (2) an expanded ISFSI at the Palo Verde Nuclear Generating Station (“Palo Verde”) located near Tonopah, Arizona. The Commercially Reasonable efforts provided for in this paragraph are those set forth below in Section II.B of this Agreement.

2. For purposes of this Agreement, the term “Commercially Reasonable” (or “Commercial Reasonableness”) shall mean such actions a prudent utility would undertake or decisions it would make under similar circumstances based on the information reasonably available to it at the time. For avoidance of doubt, Commercially Reasonable actions or decisions under this Agreement are those that a similarly situated utility determines in its reasonable discretion (a) are practicable and reasonably financially prudent taking into account all relevant considerations such as safety, scientific and technical factors, the regulatory environment, financial costs, resource availability, and the likelihood of success of any such actions or decisions, (b) would not unreasonably impair or delay SONGS decommissioning activities, financially or otherwise, and (c) would allow the Owners to recover all of their costs from their respective nuclear



decommissioning trust funds or from the DOE.

B. SCE's Commitments

1. To implement the intent of Section II.A.1 of this Agreement, SCE shall retain a team of expert consultants including at least one expert from each of the following fields: nuclear engineering (or equivalent), spent fuel siting and licensing, spent fuel transportation, and radiation detection and monitoring ("Experts Team"). The Experts Team will advise SCE on issues related to the proposed relocation of SONGS Spent Fuel to an Offsite Storage Facility.

- a. Within sixty (60) calendar days after the Effective Date of this Agreement, SCE shall issue written requests for proposal to qualified consultants for the purpose of forming the Experts Team.
- b. Within ninety (90) calendar days after receiving the written proposals, SCE shall retain the consultants that will serve on the Experts Team. Within seven (7) calendar days of completing the retention of consultants who will serve on the Experts Team, SCE will inform Plaintiffs' attorneys in writing of the identity and expertise of the consultants.
- c. SCE will consult with Plaintiffs' attorneys regarding the selection of the Expert Team but SCE shall retain discretion to select and manage the Experts Team consistent with the terms and purpose of this Agreement.

2. To assess the feasibility of relocating SONGS Spent Fuel to an Offsite Storage Facility, SCE shall: (1) develop a conceptual plan for the transportation of the SONGS Spent Fuel to an Offsite Storage Facility assumed to be located in the southwestern region of the United States ("Transportation Plan"), and (2) develop a strategic plan for supporting the development of a Commercially Reasonable Offsite Storage Facility ("Strategic Plan") (together, the "Plans").

- a. Within thirty (30) calendar days of the Experts Team's formation, SCE will solicit the input of the Experts Team as to the appropriate scope for the Plans, including potential locations for an Offsite Storage Facility, and a schedule for completion of the Plans.
3. Within ninety (90) calendar days after the Effective Date of this Agreement, SCE

will formally make a written request to solicit an agreement from the owners of Palo Verde regarding the development of an expanded ISFSI that would store SONGS Spent Fuel at the Palo Verde site. If SCE's request for such consideration is accepted, SCE will engage in discussions with the owners of Palo Verde to evaluate the feasibility of licensing, constructing, and operating such an expanded facility on Commercially Reasonable terms. SCE shall not be obligated to enter into any binding agreement with the owners of Palo Verde concerning the storage of SONGS Spent Fuel that is not Commercially Reasonable. SCE will provide Plaintiffs' attorneys information regarding the progress of discussions with Palo Verde.

4. SCE will develop the Inspection and Maintenance Program for the Project ISFSI required as Special Condition 7 under the 2015 CDP by October 6, 2020 rather than the October 6, 2022 date provided for under Special Condition 7.

5. SCE will develop a written plan addressing contingencies for damaged or cracked canisters consistent with NRC regulations and requirements by October 6, 2020.

6. On or before the expiration of ninety (90) calendar days after the Effective Date of this Agreement and monthly thereafter, SCE shall provide Plaintiffs with a report regarding its progress in fulfilling the commitments under Sections II.B.2-5 of the Agreement. Beginning with the sixth monthly progress report and continuing quarterly thereafter until SCE's completion of its commitments under Sections II.B.2-5 of this Agreement, SCE shall provide the Plaintiffs with a report regarding its progress in fulfilling each of the commitments under Sections II.B.2-5 of the Agreement.

7. Starting on January 1, 2018 and continuing until all fuel in "wet" storage pools in Units 2 and 3 has been transferred to the Project ISFSI, SCE shall provide Plaintiffs with a monthly progress report on the storage of SONGS Spent Fuel at SONGS. This report will be based on non-confidential information regarding the number of spent fuel assemblies moved from the spent fuel pools to the Project ISFSI.

8. SCE shall spend up to, but no more than, \$4,000,000 (four million dollars) on

consultant fees and other costs for satisfying the commitments in Section II.B.

C. Implementation of Strategic Plan

1. SCE shall use Commercially Reasonable efforts to implement any recommendations or actions identified in the Strategic Plan subject to the following conditions:

- a. Such recommendations or actions must be consistent with the standard of Commercial Reasonableness;
- b. The California Public Utilities Commission ("CPUC") must approve an application requesting cost recovery of any costs associated with implementing the Strategic Plan and costs for the transportation and storage of SONGS Spent Fuel;
- c. Any relocation of SONGS Spent Fuel to an Offsite Storage Facility must result in the transfer of liability for and title to the SONGS Spent Fuel to a third party unless SCE obtains contract terms from the third party, such as, but not limited to, indemnities and insurance provisions, that offer Commercially Reasonable protection from liabilities and risks that may arise from SCE's retention of title to the SONGS Spent Fuel;
- d. Any recommendations or actions identified in the Strategic Plan are subject to approval by the Owners, which approval shall be consistent with the standard of Commercial Reasonableness; and
- e. The Owners must be able to obtain recovery of costs associated with the transportation and storage of SONGS Spent Fuel from their respective nuclear decommissioning trust funds or from the DOE.

2. If a Commercially Reasonable Offsite Storage Facility is identified, SCE shall in good faith submit a complete application to the CPUC for approval of the costs associated with the transportation and storage of SONGS Spent Fuel.

D. Duration and Termination

1. This Agreement shall commence on the Effective Date and shall continue in full force and effect until the earlier to occur of the following:

- a. SCE has fulfilled its commitments under Section II.B of the Agreement and, in consultation with the Experts Team, has determined either that: (i) an Offsite Storage Facility that is Commercially Reasonable is not available; or (ii) implementation of recommendations or actions identified in the Strategic Plan is not Commercially Reasonable;
- b. Applicable laws or regulations prohibit the relocation of SONGS Spent Fuel to an Offsite Storage Facility;
- c. An Offsite Storage Facility, which is capable of storing SONGS Spent Fuel, is licensed by the NRC and the operators of such facility have contractually agreed to accept SONGS Spent Fuel on Commercially Reasonable terms;
- d. The NRC has approved a license for the construction of a Permanent DOE Facility that can store SONGS Spent Fuel prior to the relocation of SONGS Spent Fuel to an Offsite Storage Facility; or
- e. The initial term of the 2015 CDP has expired, regardless of whether or not the SONGS Spent Fuel has been moved to an Offsite Storage Facility.

2. SCE shall provide notice of the proposed termination under Section II.D.1 and the basis therefor to Plaintiffs thirty (30) calendar days prior to termination, which may be extended by mutual agreement of the Parties.

3. The provisions of Sections II.F, II.G, and II.J.1 shall survive the expiration or termination of this Agreement.

E. Dismissal

1. Concurrently with the filing of the ex parte application described in Section II.E.2, below, Plaintiffs shall sign and cause to be filed and served a request for dismissal of the entire Action with prejudice subject to the Trial Court retaining jurisdiction to enforce the terms of this Agreement pursuant to Section 664.6 of the California Code of Civil Procedure (“CCP”) as specified below.

2. Upon full execution of this Agreement, the Parties shall execute a Stipulation and Order in the form attached hereto as Exhibit A to this Agreement (“Stipulation”). Within five (5) calendar days of the full execution of this Agreement, the Parties shall file and serve an ex parte application with the Trial Court seeking an order approving the Stipulation. The Stipulation and said ex parte application shall request the Trial Court to enter an order dismissing the entire Action with prejudice subject only to the Trial Court retaining jurisdiction to enforce the Agreement pursuant to CCP Section 664.6 as follows: (1) any CCP Section 664.6 Enforcement Motions (as defined in Section II.H.2) by Plaintiffs shall be limited to requests for specific performance or injunctive relief to compel SCE to perform the commitments enumerated in Section II.B within the timeframes set forth in said sections, and (2) the Trial Court’s jurisdiction will not extend to: (i) awarding monetary relief or an award of attorneys’ fees or costs, unless a Party acts in bad faith, (ii) vacating the dismissal of the Action, (iii) rescinding or terminating this Agreement, or (iv) imposing statutory or other costs, fees, or penalties (the “Dismissal Order”).

F. Release of Claims

1. Upon the Effective Date of this Agreement, Plaintiffs, on behalf of themselves and each of their predecessors, successors, and assigns (the “Plaintiffs Releasing Parties”), hereby fully and forever release and discharge each of the Owners and each of their respective past, present, and future parent, subsidiary and affiliate companies, joint ventures, partnerships, directors, officers, shareholders, partners, elected and appointed officials, predecessors, successors, affiliates, agents, representatives, employees and assigns (the “Owner Released Entities”) from all claims, debts, demands, claims for relief, causes of action, writ proceedings, loss, and liability of every type and nature whatsoever arising under any federal, state, or local law or regulation, whether direct, indirect, fixed, contingent or consequential, known or unknown, suspected or unsuspected, relating to the Action and the claims and defenses in the Action, the Original ISFSI, the 2015 CDP, or the Project ISFSI (collectively, “Plaintiffs’ Released Claims”).

2. Each of Plaintiffs Releasing Parties hereby warrants and represents that he, she, or

it is familiar with the provisions of California Civil Code Section 1542 and, as to the matters released in Section II.F.1, expressly waives and relinquishes any rights or benefits related to the subject matter of each of the Plaintiffs' Released Claims, that he, she or it has or may have pursuant to Civil Code Section 1542. Section 1542 reads as follows:

SECTION 1542: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3. Upon the Effective Date of this Agreement, SCE, on behalf of itself and each of its predecessors, successors, and assigns (the "SCE Releasing Parties"), hereby fully and forever releases and discharges each of the Plaintiffs and each of their respective past, present, and future parent, subsidiary and affiliate companies, joint ventures, partnerships, directors, officers, shareholders, partners, elected and appointed officials, predecessors, successors, affiliates, agents, representatives, employees and assigns (the "Plaintiffs Released Entities") from all claims, debts, demands, claims for relief, causes of action, writ proceedings, loss, and liability of every type and nature whatsoever arising under any federal, state, or local law or regulation, whether direct, indirect, fixed, contingent or consequential, known or unknown, suspected or unsuspected, relating to the Action and the claims and defenses in the Action, (collectively, "SCE's Released Claims").

4. Each of the SCE Releasing Parties hereby warrants and represents that he, she or it is familiar with the provisions of California Civil Code Section 1542 and, as to the matters released in Section II.F.3, expressly waives and relinquishes any rights or benefits related to the subject matter of each of the SCE Released Claims, that he, she, or it has or may have pursuant to Civil Code Section 1542. Section 1542 reads as follows:

SECTION 1542: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5. Nothing in this Agreement shall be construed as a waiver of, or in any way limit,

contradict or prohibit any Party from enforcing this Agreement pursuant to Section II.H.

G. Covenant Not to Sue

1. Commencing on the Effective Date of this Agreement, Plaintiffs, for themselves and on behalf of the Plaintiffs Releasing Parties, and subject to the provisions of Section II.H, covenant that he, she, or it will not file any claim, lawsuit, or action under any federal, state, or local law (i) in any new judicial, regulatory, or administrative proceeding, or (ii) in any pending judicial, regulatory, or administrative proceeding, which relates to or involves the storage or transportation of SONGS Spent Fuel (the “Covenant Not To Sue”). The Covenant Not To Sue shall further prohibit each of the Plaintiffs from directly encouraging, assisting, supporting (including, without limitation, by providing any financial support or donations) or otherwise facilitating any person or entity to file any lawsuit or any other judicial proceeding, or bring any administrative challenge under federal, state, or local law that relates to or involves the storage or transportation of SONGS Spent Fuel.

H. Dispute Resolution/Enforcement of Agreement

1. The Parties agree that the Commission is a third-party beneficiary of this Agreement and may enforce certain provisions of the Agreement as provided for in Section II.E.2. The Parties intend that no other entity or person shall be deemed a third-party beneficiary of this Agreement.

2. The sole and exclusive method for resolving disputes under and enforcing this Agreement shall be a motion for enforcement to the Trial Court pursuant to CCP Section 664.6 as specified in the Dismissal Order (a “CCP Section 664.6 Enforcement Motion”) preceded by good faith negotiation and mediation as set forth below. The Parties expressly waive any right to other remedies, including but not limited to, rescission and monetary fees, costs, and damages. The Commission, in enforcing this Agreement as a third-party beneficiary, is not required to engage in the good faith negotiation and mediation processes set forth in Sections II.H.3 and II.H.4 and may file a CCP Section 664.6 Enforcement Motion as provided in Section II.H.5 without engaging in

either of these processes.

3. Prior to filing a CCP Section 664.6 Enforcement Motion, a Party believing another Party has breached this Agreement shall provide written notice of the dispute to all other Parties (“Notice”). Within thirty (30) calendar days from service of the Notice, the Parties shall meet and confer in good faith to resolve the dispute.

4. If the dispute is not resolved as a result of the meet and confer process, before filing a CCP Section 664.6 Enforcement Motion, the Parties shall engage in a nonbinding mediation. Either Party may initiate mediation by providing Notice to the other Party setting forth a description of the dispute and the relief requested. The Parties will cooperate with one another in selecting the mediator (“Mediator”) from the panel of neutrals from Judicial Arbitration and Mediation Services (“JAMS”), its successor or any other mutually acceptable non-JAMS mediator, and in scheduling the time and place of mediation. Such selection and scheduling will be completed within thirty (30) calendar days after Notice of the request for mediation. If the Parties are unable to agree on a mediator, then they shall request that JAMS appoint a qualified mediator within fifteen (15) calendar days. Unless otherwise agreed to by the Parties, the mediation will not be scheduled for a date that is longer than ninety (90) calendar days after Notice of the request for mediation. The Parties agree to participate in the mediation in good faith, and that they will share equally in its costs (other than the Party’s individual attorneys’ fees and costs related to that Party’s participation in the mediation, which fees and costs will be borne by each Party). All offers, promises, conduct and statements, whether oral or written, made in connection with the or during the mediation by either of the Parties, their agents, representatives, employees, experts and attorneys, and by the Mediator or any of the Mediator’s agents, representatives and employees, will not be subject to discovery and will be confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding between or involving the Parties, or either of them, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or nondiscoverable as a result of its use in the mediation.



5. Either Party may seek enforcement of this Agreement with respect to disputes first submitted to the informal good faith negotiation and mediation processes set forth above by filing a CCP Section 664.6 Enforcement Motion within sixty (60) calendar days following the unsuccessful conclusion of the mediation provided in Section II.H.4. If a Section 664.6 Enforcement Motion is not filed within sixty (60) calendar days following the unsuccessful conclusion of the mediation provided for in Section II.H.4, the dispute resolution process shall be deemed complete and further claims related to the dispute shall be barred without regard to any other limitation period set forth by law.

I. Effective Date of Agreement

1. This Agreement shall only become effective and binding on the Parties on the date that the Trial Court enters the Dismissal Order pursuant to Section II.E.2 in the form requested by the Parties, without modifications unacceptable to any Party (the "Effective Date").

2. In the event the Trial Court denies the Parties' ex parte application for approval of the Stipulation and Order attached hereto as Exhibit A, or fails to enter the Dismissal Order on said application within ten (10) court days after the hearing on said application, the Agreement shall be of no further force or effect absent a written agreement among all Parties to extend the deadline for the Trial Court to enter its order.

J. Additional Provisions.

1. Affirmative Duty to Support the Settlement and its Costs. Following execution of this Agreement, the Parties shall affirmatively support and defend the Agreement and all costs incurred in its implementation in all regulatory, administrative, and judicial proceedings including, but not limited to, offering testimony in support of a CPUC application to approve costs associated with the transportation and storage of SONGS Spent Fuel. Support of the Agreement does not require Plaintiffs to contribute financially to the settlement.

2. Joint Communication. The Parties shall develop a mutually agreeable summary of the Agreement and a joint communication regarding the settlement that will be used for all external

communications including, but not limited to, the media.

3. Execution of Additional Documents. Each of the Parties agrees to promptly do such acts and execute such additional documents as might be reasonably necessary to carry out the provisions and effectuate the purposes of this Agreement.

4. Authority. Each person executing this Agreement represents that he or she has the full legal right, power, and authority to execute and deliver this Agreement and to bind the Party for whom such individual is signing.

5. Exclusive Remedy. By executing this Agreement, each of the Parties acknowledges and agrees that the rights and remedies provided in this Agreement shall be the sole and exclusive rights and remedies surviving as between and among the Parties hereto relating to the subject matter of this Agreement and the Action.

6. No Reliance on Others. No representations, oral or otherwise, expressed or implied, other than those contained herein, have been made by any Party, or any officer, director, shareholder, partner, associate, agent, affiliate, insurer, attorney or employee thereof. By executing this Agreement, each of the Parties warrants and represents that this Agreement is made and entered into without reliance upon any statements or representations of any other Party, or in reliance upon any statements or representations made by any officers, directors, shareholders, partners, associates, agents, affiliates, insurer, attorneys, or employees of any other Party.

7. Independent Investigation. Each of the Parties warrants and represents that he, she or, it has made their own independent investigation, in the manner deemed necessary and appropriate by them, of the facts and circumstances surrounding this Agreement and the settlement contained herein, and that through such independent investigation, each Party has satisfied itself that the execution of this Agreement and entry into the settlement contained herein is in his, her, or its best interest. Also, each of the Parties warrants and represents that his, her, or its independent investigation has included, but not been limited to, receipt of independent advice by legal counsel on the advisability of entering into this Agreement and the settlement contained therein.

8. Compromise of Disputed Claims. Each of the Parties acknowledges and agrees that this Agreement is the compromise of disputed claims, and that nothing contained in this Agreement shall be construed as admissions of liability on the part of any Party. Neither this Agreement nor any of its terms shall be offered or received as evidence in any proceeding in any forum as an admission of any liability or wrongdoing on the part of any of the Parties.

9. Litigation Expenses. SCE shall be responsible for its own costs of suit and attorneys' fees incurred and/or accrued in connection with the Action and the negotiation of this Agreement. As part of this settlement, and in lieu of the cost and time of additional CCP § 1021.5 motion work, SCE agrees to pay Plaintiffs' costs and attorneys' fees incurred and/or accrued in connection with the Action and the negotiation of this Agreement in the amount of \$800,000 payable to the Aguirre & Severson, LLP Attorney Client Trust Account. Plaintiffs' attorneys shall provide a certification to support their claimed amount of costs and fees. SCE shall provide payment within seven (7) calendar days of receiving such certification from Plaintiffs' attorneys.

10. Construction of Agreement. Each of the Parties has cooperated in the drafting and preparation of this Agreement and, therefore, any construction of the intent of the Parties or language hereof to be made by a court or mediator shall not be construed against any of the Parties on the basis that it drafted the Agreement or any of its terms.

11. Comprehension of Terms. Each of the Parties warrants and represents that he, she, or it has read this Agreement in full, fully understands each and every provision hereof, and agrees to be bound by all of the terms and provisions set forth herein.

12. Inurement to Others; Assignment. Each of the Parties agrees that the terms and conditions contained in this Agreement shall inure to the benefit of their respective successors and assigns, except that neither Party may assign any or all of this Agreement without first obtaining the other Party's written consent, which consent shall not be unreasonably withheld.

13. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder

shall be governed by, construed, and enforced in accordance with the laws of the State of California.

14. Merger and Integration. This Agreement contains the full and entire agreement between and among the Parties with respect to the entire subject matter hereof and supersedes any and all prior or contemporaneous agreements and discussions, whether written or oral. Any and all prior or contemporaneous discussions, negotiations, writings, commitments and/or undertakings related hereto are merged herein.

15. Amendment. This Agreement may be amended only by written agreement signed by all Parties.

16. Headings. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and shall not be construed as explanation, modification, or intended construction of any terms or provisions of this Agreement.

17. Counterparts. This Agreement may be executed and delivered by facsimile or emailed .PDF and in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument signed as of the Effective Date.

18. Opportunity to Cure Breach. In the event that Plaintiffs allege or otherwise assert that SCE has breached any provision of this Agreement, whether in connection with an action required within a specified timeframe or the satisfaction of any commitment, SCE shall have the opportunity, for at least thirty (30) calendar days following Notice of such allegation or assertion, to cure such breach (if such breach is capable of being cured).

19. Notice. Any notice required or permitted to be given under the terms of this Agreement shall be in writing and delivered by overnight mail and by facsimile or electronic transmission, unless another means of delivery is expressly authorized or required in this Agreement for a particular notice. Notices shall be sent to the following persons:

<p>To: Plaintiffs</p> <p>Ray Lutz  Citizens Oversight  771 Jamacha Road, #148  El Cajon, CA 92019  Telephone: (619) 820-5321  E-Mail: raylutz@citizenoversight.org</p> <p>Patricia Borchmann  c/o Aguirre &amp; Severson, LLP  501 W. Broadway, Ste. 1050  San Diego, CA 92101</p>	<p>With a copy to:</p> <p>Michael J. Aguirre, Esq.  Maria C. Severson, Esq.  Aguirre &amp; Severson, LLP  501 W. Broadway, Ste. 1050  San Diego, CA 92101  Telephone: (619) 876-5364  Facsimile: (619) 876-5368  Email: maguirre@amslawyers.com  mseverson@amslawyers.com</p>
<p>To: SCE</p> <p>Linda Anabtawi, Esq.  SCE Law Department  2244 Walnut Grove Avenue  Rosemead, CA 91770  Telephone: (626) 302-6832  E-mail: linda.anabtawi@sce.com</p>	<p>With a copy to:</p> <p>Edward J. Casey, Esq.  Alston &amp; Bird LLP  333 South Hope Street, 16<sup>th</sup> Floor  Los Angeles, CA 90071  Telephone: (213) 576-1000  Facsimile: (213) 576-1100  E-mail: ed.casey@alston.com</p>

*[Continued on the next page]*

Notice shall be deemed given as of the date of transmission of the notice. Any Party may change its addressee(s) for notice by providing written notice of such change in accordance with the requirements of this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITIZENS OVERSIGHT, INC and  
PATRICIA BORCHMANN

August \_\_\_\_\_, 2017

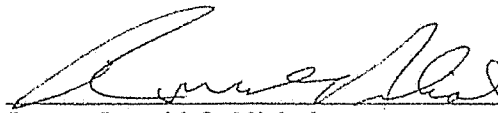
\_\_\_\_\_  
By: Patricia Borchmann

August \_\_\_\_\_, 2017

\_\_\_\_\_  
By: Raymond Lutz  
For CITIZENS OVERSIGHT, INC.

SOUTHERN CALIFORNIA EDISON COMPANY

August 24, 2017

  
\_\_\_\_\_  
By: Ronald O. Nichols  
President, Southern California Edison Company

Notice shall be deemed given as of the date of transmission of the notice. Any Party may change its addressee(s) for notice by providing written notice of such change in accordance with the requirements of this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

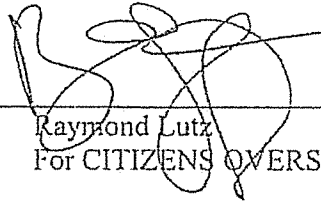
CITIZENS OVERSIGHT, INC and  
PATRICIA BORCHMANN

August 25, 2017



By: Patricia Borchmann

August 24, 2017



By: Raymond Lutz  
For CITIZENS OVERSIGHT, INC.

SOUTHERN CALIFORNIA EDISON COMPANY

August \_\_\_\_\_, 2017

By: Ronald O. Nichols  
President, Southern California Edison Company

# EXHIBIT A



1 EDWARD J. CASEY (SBN 119571)  
2 ANDREA S. WARREN (SBN 287781)  
3 **ALSTON & BIRD LLP**  
4 333 South Hope Street  
5 Sixteenth Floor  
6 Los Angeles, CA 90071-1410  
7 Telephone: (213) 576-1000  
8 Facsimile: (213) 576-1100  
9 Email: ed.casey@alston.com; andrea.warren@alston.com

7 LINDA ANABTAWI (SBN 222723)  
8 IAN M. FORREST (SBN 240403)  
9 **SOUTHERN CALIFORNIA EDISON COMPANY**  
10 2244 Walnut Grove Avenue  
11 Rosemead, CA 91770  
12 Telephone: (626) 302-6832  
13 Facsimile: (626) 302-1926  
14 Email: Linda.Anabtawi@sce.com; Ian.Forrest@sce.com

12 Attorneys for Real Party in Interest  
13 **SOUTHERN CALIFORNIA EDISON COMPANY**

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SAN DIEGO**

17 CITIZENS OVERSIGHT, INC., a California non-  
18 profit corporation; PATRICIA BORCHMANN, an  
19 individual

19 Petitioners and Plaintiffs

20 v.

21 CALIFORNIA COASTAL COMMISSION;  
22 SOUTHERN CALIFORNIA EDISON  
23 COMPANY, Real Party in Interest; and DOES 1  
24 TO 100;

24 Respondents and Defendants.

Case No.: 37-2015-00037137-CU-WM-CTL

[Assigned to the Honorable Judith F. Hayes –  
Department 68]

**STIPULATION FOR DISMISSAL OF  
ACTION AND REQUEST FOR COURT TO  
RETAIN JURISDICTION TO ENFORCE  
SETTLEMENT AGREEMENT**

Hearing Date: September 8, 2017  
Time: 2:00 p.m.  
Department: C68

Action Filed: November 3, 2015

1 Petitioners Citizens Oversight, Inc. and Patricia Borchmann (“Petitioners”) and Real Party in  
2 Interest Southern California Edison Company (“Real Party”) (collectively, the “Settling Parties”) enter  
3 into the Stipulation For Dismissal of Action and Request for Court to Retain Jurisdiction to Enforce  
4 Settlement Agreement (“Stipulation”) set forth in Section II below. This Stipulation is based on the  
5 facts set forth in Section I below.

6 **I.**

7 **RECITALS**

8 A. Petitioners filed their Verified Petition for Writ of Administrative Mandate (C.C.P. §  
9 1094.5) and Complaint for Declaratory Relief (“Petition”) on or about November 3, 2015 in the action  
10 entitled *Citizens Oversight, Inc., et al., v. California Coastal Commission, et al.* (the Action”).

11 B. On January 25, 2017, this Court entered an order approving the parties’ Stipulation  
12 Concerning Preparation of the Administrative Record, Resolution of Pleading Issues, and Establishing  
13 Schedule for Briefing for Final Hearing on Petition for Writ of Mandamus. Pursuant to that Stipulation,  
14 the administrative record has been lodged and served, and all parties have filed all of their respective  
15 briefs.

16 C. The Settling Parties and Respondent California Coastal Commission (“Respondent”)   
17 submitted two Stipulations (on April 7, 2017 and June 29, 2017) requesting a continuance of the final  
18 hearing date in order to allow settlement negotiations to proceed. A written settlement agreement has  
19 been executed (“Agreement”) and based on that agreement, Petitioners have agreed to dismiss the  
20 entirety of the Action on the condition that the Court retain jurisdiction to enforce the Agreement. A  
21 copy of the Agreement is attached hereto as Attachment A.

22 **II.**

23 **STIPULATION**

24 The Settling Parties stipulate and agree as follows:

25 A. The Court may dismiss the Petition and the entire Action with prejudice, with all parties  
26 to bear their own costs of suit, on the condition that the Court retain jurisdiction as set forth in Section  
27 II.B, below.

1 Pursuant to Code of Civil Procedure Section 664.6 ("Section 664.6"), the Court retains  
2 jurisdiction to enforce the Agreement until it expires or is terminated in accordance with the provisions  
3 set forth therein, subject to the following limitations: (1) any motion filed under CCP Section 664.6  
4 by the Petitioners or Respondent shall be limited to requests for specific performance or injunctive  
5 relief to compel the Real Party to perform the commitments enumerated in Section II.B of the  
6 Agreement within the timeframes set forth in said section, and (2) the Court's jurisdiction will not  
7 extend to: (i) awarding monetary relief or an award of attorneys' fees or costs, unless a Party acts in  
8 bad faith, (ii) vacating the dismissal of the Action, (iii) rescinding or terminating this Agreement, or  
9 (iv) imposing statutory or other costs, fees, or penalties.

10  
11 Dated: August \_\_, 2017

MICHAEL J. AGUIRRE  
MARIA C. SEVERSON  
AGUIRRE & SEVERSON, LLP

12  
13  
14 By \_\_\_\_\_

Maria C. Severson  
Attorneys for Petitioners  
CITIZENS OVERSIGHT, INC., AND  
PATRICIA BORCHMANN

15  
16  
17 Dated: August \_\_, 2017

EDWARD J. CASEY  
ANDREA WARREN  
ALSTON & BIRD, LLP

18  
19  
20 By \_\_\_\_\_

Edward J. Casey  
Attorneys for Real Party in Interest  
SOUTHERN CALIFORNIA EDISON COMPANY

1 ORDER

2 Having considered the foregoing Stipulation and good cause appearing, IT IS HEREBY  
3 ORDERED THAT:

4 1. The Court dismisses the Petition and the entire Action with prejudice, with each party  
5 to bear its own costs of suit, which dismissal is conditioned on the Court retaining jurisdiction as set  
6 forth in paragraph 2, below.

7 2. Pursuant to Code of Civil Procedure Section 664.6 ("Section 664.6"), the Court retains  
8 jurisdiction to enforce the Agreement until it expires or is terminated in accordance with the provisions  
9 set forth therein, subject to the following limitations: (1) any motion filed under Section 664.6 by  
10 Petitioners or Respondent shall be limited to requests for specific performance or injunctive relief to  
11 compel the Real Party to perform the commitments enumerated in Section II.B of the Agreement  
12 within the timeframes set forth in said section, and (2) the Trial Court's jurisdiction will not extend to:  
13 (i) awarding monetary relief or an award of attorneys' fees or costs, unless a Party acts in bad faith,  
14 (ii) vacating the dismissal of the Action, (iii) rescinding or terminating this Agreement, or (iv)  
15 imposing statutory or other costs, fees, or penalties.

16  
17  
18 DATED: \_\_\_\_\_

\_\_\_\_\_   
Honorable Judith F. Hayes  
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I, Yolanda S. Ramos, declare:


3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and  
4 not a party to the within action. My business address is Alston & Bird LLP, 333 South Hope Street,  
5 Sixteenth Floor, Los Angeles, California 90071. I am over the age of eighteen years and not a party  
6 to the action in which this service is made.

7 On August 28, 2017, I served the document(s) described as **STIPULATION FOR  
8 DISMISSAL OF ACTION AND REQUEST FOR COURT TO RETAIN JURISDICTION TO  
9 ENFORCE SETTLEMENT AGREEMENT** on the interested parties in this action by enclosing the  
10 document(s) in a sealed envelope addressed as follows:

11 **SEE ATTACHED SERVICE LIST**

- 12  BY MAIL: I am "readily familiar" with this firm's practice for the collection and the  
13 processing of correspondence for mailing with the United States Postal Service. In the  
14 ordinary course of business, the correspondence would be deposited with the United  
15 States Postal Service at Alston & Bird LLP, 333 South Hope Street, 16<sup>th</sup> Floor, Los  
16 Angeles, CA 90071 with postage thereon fully prepaid the same day on which the  
17 correspondence was placed for collection and mailing at the firm. Following ordinary  
18 business practices, I placed for collection and mailing with the United States Postal  
19 Service such envelope at Alston & Bird LLP, 333 South Hope Street, 16<sup>th</sup> Floor, Los  
20 Angeles, CA 90071.
- 21  UPS NEXT DAY AIR I deposited such envelope in a facility regularly maintained by  
22 UPS with delivery fees fully provided for or delivered the envelope to a courier or driver  
23 of UPS authorized to receive documents at Alston & Bird LLP, 333 South Hope Street,  
24 16<sup>th</sup> Floor, Los Angeles, CA 90071.
- 25  BY FACSIMILE: I telecopied a copy of said document(s) to the following addressee(s)  
26 at the following number(s) in accordance with the written confirmation of counsel in this  
27 action.
- 28  BY ELECTRONIC MAIL TRANSMISSION WITH ATTACHMENT: On this date, I  
transmitted the above-mentioned document by electronic mail transmission with  
attachment to the parties at the electronic mail transmission address set forth on the  
attached service list.
- [State] I declare under penalty of perjury under the laws of the State of California that the  
above is true and correct.
- [Federal] I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 28, 2017, at Los Angeles, California.

  
\_\_\_\_\_  
Yolanda S. Ramos

1                                    *Citizens Oversight, Inc., et al., v. California Coastal Commission, et al.*  
2                                    San Diego County Superior Court, Case No. 37-2015-00037137-CU-WM-CTL

3                                    **SERVICE LIST**

4                                    Michael J. Aguirre, Esq.  
5                                    Maria C. Severson, Esq.  
6                                    Aguirre & Severson, LLP  
7                                    501 West Broadway, Suite 1050  
8                                    San Diego, CA 92101

  Attorneys for Petitioners  
**CITIZENS OVERSIGHT, INC.**  
**PATRICIA BORCHMANN**

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  Email: maguirre@amslawyers.com  
  Email: mseverson@amslawyers.com

9  
10                                    Xavier Becerra, Attorney General  
11                                    Jamee Jordan Patterson,  
12                                    Supervising Deputy Attorney General  
13                                    Hayley Peterson, Deputy Attorney General  
14                                    600 West Broadway, Suite 1800  
  San Diego, CA 92101  
  P.O. Box 85266  
  San Diego, CA 92186-5266

  Attorneys for Respondent  
**CALIFORNIA COASTAL**  
**COMMISSION**

  Telephone: (619) 645-2023  
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  Hayley.Peterson@doj.ca.gov