

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION**

In the Matter of:

ORDER R5-2020-0552

**NORTH YUBA WATER DISTRICT
FORBESTOWN WATER TREATMENT
PLANT
BUTTE COUNTY**

**SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY
ORDER**

I. Introduction

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board), on behalf of the Central Valley Water Board Prosecution Team (Prosecution Team), and the North Yuba Water District (Discharger) (collectively, Parties) and is presented to the Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to California Water Code section 13323 and Government Code section 11415.60.

II. Recitals

2. The Discharger owns and operates the Forbestown Water Treatment Plant (Facility), which provides water to the communities of Forbestown, Brownsville, Challenge, Rackerby, and services a population of approximately 3,000. The Facility discharges wastewater produced from the water treatment process to an unnamed tributary to New York Flat Creek, a water of the United States.
3. On 26 July 2013, the Central Valley Water Board adopted Waste Discharge Requirements (WDRs) Order R5-2013-0108 (NPDES No. CA0084824) to regulate the Facility, which requires compliance with effluent limitations at Discharge Point No. 001.
4. From 17 April 2018 to 12 June 2018, the Discharger violated effluent limitations at Discharge Point No. 001. The violations are specifically identified in Attachment A, attached hereto and incorporated by reference, and are subject to mandatory minimum penalties (MMPs) pursuant to Water Code section 13385, subdivisions (h) and (i).

5. Water Code section 13385, subdivisions (h) and (i) require the assessment of MMPs as follows:

Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

Water Code section 13385, subdivision (i)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- A) Violates a waste discharge requirement effluent limitation.
- B) Fails to file a report pursuant to Section 13260.
- C) Files an incomplete report pursuant to Section 13260.
- D) Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

6. According to the Discharger's self-monitoring reports (SMRs), the Discharger committed four (4) non-serious violations of effluent limitations contained in WDRs Order R5-2013-0108. As identified in Table A of Attachment A, one (1) of the non-serious violations is subject to MMPs under Water Code section 13385, subdivision (i)(1) because the violation was preceded by three effluent limitation violations within a period of six consecutive months. **The MMP amount for the alleged effluent limitation violations is three thousand dollars (\$3,000).**

7. Water Code section 13385, subdivision (k) states:

- (1) In lieu of assessing all or a portion of the mandatory minimum penalties pursuant to subdivisions (h) and (i) against a publicly owned treatment works serving a small community, the state board or the regional board may elect to require the publicly owned treatment works to spend an equivalent amount towards the completion of a compliance project proposed by the publicly owned treatment works, if the state board or the regional board finds all of the following:
 - (A) The compliance project is designed to correct the violations within five years.
 - (B) The compliance project is in accordance with the enforcement policy of the state board, excluding any provision in the policy that is inconsistent with this section.
 - (C) The publicly owned treatment works has prepared a financing plan to complete the compliance project.
 - (2) For the purposes of this subdivision, “a publicly owned treatment works serving a small community” means a publicly owned treatment works serving a population of 20,000 persons or fewer or a rural county, with a financial hardship as determined by the state board after considering such factors as median income of the residents, rate of unemployment, or low population density in the service area of the publicly owned treatment works.
8. Under the State Water Resources Control Board’s Water Quality Enforcement Policy, “financial hardship” means that the community served by the POTW meets one of the following criteria:
 - A) Median household income for the community is less than 80 percent of the California median household income.
 - B) The community has an unemployment rate of 10 percent or greater, or
 - C) Twenty percent of the population is below the poverty level.
9. The Central Valley Water Board finds that the Discharger is eligible for a Compliance Project because the Facility is a POTW serving a small community with a financial hardship. The Discharger serves a community with a population

of approximately 3,000 and a median household income (MHI) less than 80% of the statewide MHI, according to the American Community Survey 5-Year Estimates.

10. The Discharger submitted a Compliance Project proposal to eliminate future effluent limitation violations. Additional information and requirements regarding the Compliance Project is contained in Attachment B, attached hereto and incorporated by reference.
11. The Parties have engaged in confidential settlement negotiations and agree to settle the matter without administrative or civil litigation by presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60. To resolve the violations set forth in Attachment A, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability (ACL) in the amount of **three thousand dollars (\$3,000)** in MMPs against the Discharger.
12. The Central Valley Water Board Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the violations alleged herein, and that this Stipulated Order is in the best interest of the public.

III. Stipulations

The Parties stipulate to the following:

13. **Jurisdiction:** The Parties agree that the Central Valley Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
14. **Administrative Civil Liability:**
 - A) The Discharger agrees to the imposition of an ACL in the amount of **three thousand dollars (\$3,000)** to resolve the violations alleged in Attachment A. The ACL will be spent in accordance with the Compliance Project described herein and in Attachment B.

- B) The Parties agree that the entire **three thousand dollar (\$3,000)** ACL will be permanently suspended pending completion of the Compliance Project described herein and Attachment B.

15. Description of Compliance Project: The Compliance Project proposed by the Discharger is designed to correct the effluent limitation violations within 5 years because it will provide a more reliable water supply to the Facility so the Discharger can operate the Facility to eliminate any future discharge. The complete description for the Compliance Project is contained in Attachment B, incorporated herein by reference.

16. Inspection Authority: The Discharger agrees that Central Valley Water Board staff have permission to inspect the Compliance Project, including any documents associated with implementation of the Compliance Project, at any time without notice.

17. Compliance Project Budget: The amount that the Discharger will expend on the Compliance Project is in excess of the MMPs that the Central Valley Water Board is required to assess under Water Code section 13385, subdivisions (h) and (i) for the violations listed in Attachment A. The Discharger has prepared a financing plan to complete the Compliance Project.

18. Compliance Project Schedule and Reporting Requirements: The Compliance Project is designed to correct the violations within five years as shown in Attachment B. The Discharger shall submit the following reports to the Central Valley Water Board contact identified in Paragraph 23 below:

- A) **Certification of Completion:** No later than the Compliance Project completion date identified in Attachment B, a responsible official of the Discharger shall submit a final report and certified statement, signed under penalty of perjury, which documents that the Discharger completed the Compliance Project in accordance with the terms of this Stipulated Order, and documents the Discharger's expenditures to implement the Compliance Project. Documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Central Valley Water Board to evaluate completion of the Compliance Project and the costs incurred. The Discharger shall provide Central Valley Water Board staff with any additional information that is reasonably

necessary to verify the Discharger's expenditures and certification of completion.

19. **Third Party Financial Audit of Compliance Projects:** If the Central Valley Water Board obtains information indicating that the Discharger has not expended money on the Compliance Project in the amount claimed, or has not adequately completed the Compliance Project, the Central Valley Water Board may require the Discharger to submit, at its sole costs, a written report prepared by an independent third party(ies) acceptable to the Central Valley Water Board, providing such party's(ies's) professional opinion that the Discharger has or has not expended money in the amounts claimed. The audit report shall be provided to the Central Valley Water Board within three (3) months of notice from the Central Valley Water Board to the Discharger of the need for an independent third-party audit. The audit need not address any costs incurred by the Central Valley Water Board for oversight.
20. **Compliance with Applicable Laws and Regulatory Changes:** The Discharger understands that payment of an ACL in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that additional violations of the type alleged herein may subject it to further enforcement, including additional ACLs. Nothing in this Stipulated Order shall excuse the Discharger from meeting any more stringent requirements that may be imposed hereafter by changes in applicable and legally binding legislation or regulations.
21. **Failure to Complete Compliance Project:** If the Compliance Project is not fully implemented by their respective completion dates, a "Notice of Violation" will be issued. As a consequence, the Discharger shall be liable to pay the entire suspended liability amount (\$3,000), less any amount that has been permanently suspended or excused based on the timely and successful completion of any project component for the Compliance Project. Unless the Central Valley Water Board or its delegee determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the Central Valley Water Board for expenditures made on the Compliance Project prior to the Notice of Violation's issuance date. The amount of the suspended liability owed shall be determined via a written, stipulated agreement between the Parties or, if the Parties cannot reach an agreement on the amount owed, via a "Motion for Payment of Suspended Liability" before the Central Valley Water Board or its delegee. Within

30 days of the Central Valley Water Board's or its delegee's determination of the suspended liability assessed, the Discharger shall pay the amount owed to the State Water Pollution Cleanup and Abatement Account.

22. Acceptance of Completed Compliance Projects: Upon the Discharger's satisfaction of its obligations under this Stipulated Order, completion of Compliance Project, and any audits, the Executive Officer, or its delegee, will issue a "Satisfaction of Order." The Satisfaction of Order shall terminate any further obligations of the Discharger under this Stipulated Order and permanently suspend the suspended liability amount associated with the Compliance Projects.

23. Party Contacts for Communications Related to Stipulated Order:

FOR THE CENTRAL VALLEY WATER BOARD:

Jeremy Pagan, Senior Water Resource Control Engineer
NPDES Unit
364 Knollcrest Drive, Suite 205
Redding, CA 96002
(530) 224-4850
jeremy.pagan@waterboards.ca.gov

FOR THE DISCHARGER:

Jeff Maupin, General Manager
North Yuba Water District
P.O. Box 299
Brownsville, CA 95919
(530) 675-2567
jmaupin@nywd.org

24. Attorney's Fees and Costs: Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

25. Public Notice: The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Central Valley Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order

to the Central Valley Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Central Valley Water Board, or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

- 26. Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for public review of this Stipulated Order and the Central Valley Water Board's, or its delegee's, adoption of this Stipulated Order is lawful and adequate. The Parties understand that the Central Valley Water Board, or its delegee, has the authority to require a public hearing on this Stipulated Order. In the event procedural objections are raised or a public hearing is required prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.
- 27. No Waiver of Right to Enforce:** The failure of the Prosecution Team or Central Valley Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Central Valley Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Central Valley Water Board reserves all rights to take additional enforcement actions, including without limitation, the issuance of ACL complaints or orders for violations other than those addressed by this Stipulated Order.
- 28. Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Central Valley Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.

29. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
30. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Stipulated Order. All modifications must be made in writing and approved by the Central Valley Water Board or its delegee.
31. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
32. **If Order Does Not Take Effect:** In the event that this Stipulated Order does not take effect because it is not approved by the Central Valley Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Central Valley Water Board to determine whether to assess an ACL for the underlying alleged violations, or may continue to pursue settlement. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:
- A) Objections related to prejudice or bias of any of the Central Valley Water Board members or their advisors and any other objections to the extent that they are premised in whole or in part on the fact that the Central Valley Water Board members or their advisors were exposed to some of the material facts and the Parties settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or
 - B) Laches or delay or other equitable defenses based on the time period that the Order or decision by settlement may be subject to administrative or judicial review.

33. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Central Valley Water Board.
34. **Waiver of Right to Petition:** The Discharger hereby waives the right to petition the Central Valley Water Board's adoption of the Stipulated Order as written for review by the State Water Resources Control Board, and further waives the right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
35. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, the Discharger shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against any State Agency or the State of California, its officers, agents, directors, employees, attorneys, representatives, for any and all claims or cause of action, which arise out of or are related to this action.
36. **Central Valley Water Board is Not Liable:** Neither the Central Valley Water Board members, nor the Central Valley Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from the negligent or intentional acts or omissions by the Discharger or its respective directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the Central Valley Water Board, its members, staff, attorneys, or representatives be held as parties to or guarantors of any contract entered into by the Discharger, or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
37. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Stipulated Order.
38. **Necessity for Written Approvals:** All approvals and decisions of the Central Valley Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Central Valley Water Board regarding submissions or notices shall be construed to relieve the

Discharger of its obligation to obtain any final written approval required by this Stipulated Order.

39. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligation on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
40. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.
41. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Central Valley Water Board, or its delegee, enters the Order.
42. **Counterpart Signatures:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.

IT IS SO STIPULATED.

California Regional Water Quality Control Board Prosecution Team
Central Valley Region

By: **Original Signed By**
Clint E. Snyder, P.G.
Assistant Executive Officer

9/17/2020
Date

North Yuba Water District

By: **Original Signed By**
Jeff Maupin
General Manager

9/8/2020
Date

HAVING CONSIDERED THE PARTIES STIPULATIONS, THE CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:

1. The foregoing Stipulation is fully incorporated herein and made part of this Order.
2. This is an action to enforce the laws and regulations administered by the Central Valley Water Board. The Central Valley Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.
3. The Executive Officer of the Central Valley Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Order.

Pursuant to Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Regional Water Quality Control Board, Central Valley Region.

Patrick Pulupa, Executive Officer

Attachments (2):

Attachment A: Record of Violations

Attachment B: Compliance Project Description

R5-2020-0552 - ATTACHMENT A
RECORD OF VIOLATIONS FOR ASSESSING MANDATORY MINIMUM PENALTIES

North Yuba Water District
Forbestown Water Treatment Plant

RECORD OF VIOLATIONS (17 April 2018 – 12 June 2018) MANDATORY MINIMUM PENALTIES
(Data reported under Monitoring and Reporting Program R5-2013-0108)

The following table lists the alleged violations, including those subject to mandatory minimum penalties (MMPs) pursuant to Water Code section 13385, subdivisions (h) and (i).

Table A – Effluent Limitation Violations subject to Mandatory Minimum Penalties

Item	Violation Date	Parameter	Units	Limit	Measured	Period	Violation Type	MMP Type	MMP Amount	CIWQS
1	4/17/2018	pH	Standard Units	8.5	8.7	Instantaneous Maximum	OEVI	NCHRON	\$0	1049332
2	5/22/2018	pH	Standard Units	8.5	8.6	Instantaneous Maximum	OEVI	NCHRON	\$0	1049333
3	6/5/2018	pH	Standard Units	8.5	8.6	Instantaneous Maximum	OEVI	NCHRON	\$0	1049334
4	6/12/2018	pH	Standard Units	8.5	8.6	Instantaneous Maximum	OEVI	CHRON	\$3,000	1049335

PAYMENT AMOUNT VIOLATIONS SUMMARY:

VIOLATIONS AS OF: **date of Parties' signature**

Serious Violations: 0

Group I Serious Violations: 0

R5-2020-0552 - ATTACHMENT A
RECORD OF VIOLATIONS FOR ASSESSING MANDATORY MINIMUM PENALTIES

Group II Serious Violations:	0
Non-Serious Violations Not Subject to MMPs:	3
<u>Non-Serious Violations Subject to MMPs:</u>	<u>1</u>
Total Violations Subject to MMPs:	1

Mandatory Minimum Penalty Amount for Effluent Limit Violation(s)

1 Non-Serious Violation subject to MMPs x \$3,000/Violation = \$3,000

Total Mandatory Minimum Penalty = \$3,000

Table B - Definitions

Abbreviation	Description
CHRON	Chronic violation as defined by Water Code section 13385(i). To be counted as a chronic violation, there must be 3 preceding violations (serious or non-serious) within a 180-day period. The fourth and any subsequent non-serious violation that occurs within the 180-day period is an MMP violation.
CIWQS	California Integrated Water Quality System (https://www.waterboards.ca.gov/water_issues/programs/ciwqs/)
Measured	Reported value for the monitoring period by the Discharger.
MMP Type	Classification of the type of MMP violation.
Violation Date	Date that a violation occurred.
OEVI	Violation of any constituent-specific effluent limitation not included in Group I or Group II.
NCHRON	Non-serious violation falls within the first three violations in a 180-day period, thus, not subject to MMP.

R5-2020-0552 - ATTACHMENT B
COMPLIANCE PROJECT DESCRIPTION

Compliance Project Title:

Oroleve Ditch Pipe Replacement Project

Geographic Area of Interest:

Butte and Yuba Counties

Name of Responsible Entity:

North Yuba Water District (NYWD) (Discharger)

Contact Information:

Jeff Maupin, General Manager

North Yuba Water District

P.O. Box 299

Brownsville, CA 95919

(530) 675-2567

jmaupin@nywd.org

Compliance Project Description and Goals:

NYWD accrued mandatory minimum penalties (MMPs) totaling \$3,000 for violations of pH effluent limitations.

At the time of the violations, compliance with the effluent limitations at the Forbestown Water Treatment Plant (Facility) was at the discharge point to the on-site storage reservoir (storage reservoir). This wastewater is generated from backwash and flushing of the water treatment filters and treated in settling ponds before being discharged to the storage reservoir.

The storage reservoir is used to store raw water for treatment at the Facility and occasionally discharged water to the unnamed tributary to New York Flat Creek during operation and maintenance activities. However, the Discharger has since made operational changes at the Facility that have resulted in reduced discharges from the storage reservoir, with the most recent discharge occurring in April 2017. It is uncertain whether the Discharger has the ability to operate the storage reservoir to eliminate all surface water discharges in the future, especially during periods of significant wet weather.

NYWD has identified a Compliance Project to avoid future effluent limitation violations for pH and eliminate the risk of future noncompliance. The goal of the Compliance Project is to provide a more reliable water supply to the storage reservoir so the Discharger can operate the Facility to eliminate any discharge from the storage reservoir to the unnamed tributary to New York Flat Creek. By completing this goal, the

**R5-2020-0552 - ATTACHMENT B
COMPLIANCE PROJECT DESCRIPTION**

Discharger will demonstrate they no longer require an NPDES permit for the Facility and will effectively correct any further violations.

The proposed Compliance Project will modify a section of the Forbestown Ditch that supplies raw water to the storage reservoir, and includes the following components:

- Environmental documentation for construction project
- Design drawings and specifications
- Construction of modifications

The proposed project helps to address the goals of NYWD.

Estimated Cost of Compliance Project Completion:

The estimated project cost is over the \$3,000 of total mandatory minimum penalties for effluent limitations violations.

Compliance Project Milestones and Completion Dates:

The Compliance Project will be completed no later than one year from the effective date of the Stipulated Order approving this Compliance Project (Stipulated Order).

Compliance Project Milestones and Completion Dates:

Table 1 – Compliance Project Milestones and Completion Dates

Milestone	Completion Date
Environmental documentation	February 2020
Design Drawings and Specifications	March 2020
Construction Begin	July 2020
Anticipated Compliance Project finish	January 2021

Final Report:

No later than one year of from the effective date of the Stipulated Order, NYWD will submit a final report declaring the completion of the Compliance Project and detailing fund expenditures and goals achieved. The report shall clearly show whether the final cost of the completed Compliance Project is less than, equal to, or more than the suspended liability of \$3,000, and shall comply with the “Certification of Completion” provision in Section II of the Stipulated Order.