

PROPOSED SETTLEMENT AGREEMENT

PART I. PARTIES

This settlement agreement (“Agreement”) is entered into as of January 26, 2015 (“Effective Date”) between and among: Communities for a Better Environment (“CBE”), and Chevron Products Company, a division of Chevron U.S.A. Inc. (“Chevron”).

PART II. BACKGROUND

A. Chevron owns and operates the Chevron Richmond Refinery (the “Refinery”) located in the City of Richmond (“City”). In 2005, Chevron filed an application with the City for permits for the Chevron Energy and Hydrogen Renewal Project, which included four main components: a replacement hydrogen plant, a set of Refinery alterations for removal of sulfur, a replacement catalytic reformer, and a replacement power plant (the “Renewal Project”). In 2008, the City, acting as the lead agency pursuant to the provisions of the California Environmental Quality Act (“CEQA”) set forth in Public Resources Code sections 21000 *et seq.* and the CEQA Guidelines set forth in 14 Cal. Code Regs sections 15000 *et seq.* completed and certified an Environmental Impact Report (“2008 EIR”) and issued certain permits to Chevron for the Renewal Project.

B. On April 6, 2005, Chevron filed Application #12842 with the Bay Area Air Quality Management District (“Air District”) requesting issuance of an Authority to Construct (“ATC”) for various alterations included within the Renewal Project. On September 19, 2008 the Air District declared the application complete and issued ATC # 12842.

C. Three organizations, CBE, Asian Pacific Environmental Network, and West County Toxics Coalition, challenged the legal adequacy of the 2008 EIR, and on July 1, 2009, a

judgment in favor of the Petitioners was entered in a lawsuit brought by CBE and others against the City which resulted in an order that the City's certification of the 2008 EIR and the City Permits be set aside, and an injunction against further construction on the Renewal Project ("CEQA Lawsuit"). The judgment was affirmed in part and reversed in part by the First District Court of Appeal in a decision issued on April 26, 2010, Case No. A125618, *Communities for a Better Environment et. al. v. City of Richmond*, 184 Cal.App.4th 70 (Apr. 26, 2010). On March 16, 2011, the Superior Court entered its final Peremptory Writ of Mandate ("Writ").

D. On May 23, 2011 Chevron submitted an application to the City for a revised project called the Chevron Richmond Refinery Modernization Project, which included two of the components of the Renewal Project: the hydrogen plant replacement and sulfur removal components ("Modernization Project Components"). In compliance with the requirements of the Writ issued in the CEQA Lawsuit and the requirements of CEQA, the City commenced preparation of a Revised Environmental Impact Report ("Revised EIR") for the Modernization Project Components.

E. By letter dated September 15, 2010, Chevron requested that the ATC be renewed for an additional two year term. On February 3, 2012, the Air District completed a substantial use analysis and found that specified new sources satisfy the definition of substantial use per District Regulation 2-1-227. Subsequent requests for renewal of the ATC for the Modernization Project Components were submitted to the Air District by Chevron by letters dated July 18, 2012 and September 5, 2014.

F. On June 5, 2014, CBE filed an action against the Air District, *Communities for a Better Environment v Bay Area Air Quality Management District*, San Francisco Superior Court case no. CPF-14-513704 (“Air District Lawsuit”) in which CBE challenged various actions it alleged to have been taken by the Air District relating to renewal of the ATC for the Modernization Project Components.

G. On July 29, 2014, the City certified the Revised EIR and approved a conditional use permit and design review permit for the Chevron Richmond Refinery Modernization Project (“Modernization Project”), subject to various conditions.

H. On August 15, 2014, the City filed a Supplemental Return to the Peremptory Writ of Mandate and Request for Schedule to Notice Objections (“Supplemental Return”). The Supplemental Return notified the Superior Court that the City had satisfied the Writ, and requested that the Writ be discharged.

I. On September 18, 2014, the Superior Court approved the stipulation of the parties and issued an Order Establishing the Schedule to Notice Objections to the Supplemental Return (“Scheduling Order”). The Scheduling Order specifies that in the event an objection is timely filed, the City must file a Motion to Discharge the Peremptory Writ, accompanied by the City’s administrative record.

J. On September 30, 2014, CBE filed its Objection to the Supplemental Return to the Peremptory Writ of Mandate.

K. On October 16, 2014, the Air District, CBE and Chevron entered into a Settlement Agreement pertaining to the Air District Lawsuit (“Air District Lawsuit Settlement Agreement,” attached as Exhibit A). The Air District Lawsuit Settlement Agreement, among other terms, specified the procedure for the Air District to follow in determining whether to re-issue the ATC for the Modernization Project (the decision to re-issue ATC for the Modernization Project, including the Air District Permit to Operate for the Modernization Project, is referred to as the “ATC Determination”).

L. On October 22, 2014 the Superior Court ordered dismissal of the Air District Lawsuit, pursuant to CBE’s request for dismissal.

M. On October 30, 2014 the City and Chevron filed Motions to Discharge the Peremptory Writ, and the City lodged its administrative record.

N. On December 24, 2014, the Air District posted on its website its proposed ATC Determination and accompanying documents (“Proposed ATC Determination”). The Air District provided a period for comments on the proposed ATC Determination, ending on January 26, 2015.

O. The parties to this Agreement have engaged in settlement discussions and desire to settle, compromise, and resolve the CEQA Lawsuit and CBE’s disputes regarding the ATC Determination. The parties accordingly agree as follows:

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PART III: AGREEMENT

Section 1. ATC Determination- Actions by CBE

In consideration of, and in return for, the promises and covenants undertaken in this Agreement by Chevron, and for good and valuable consideration, CBE agrees to take the following actions in connection with the ATC Determination:

1.1 CBE will not submit or otherwise provide to the Air District any written or oral comments pertaining to the ATC Determination.

1.2 CBE will not file an appeal to the Air District Hearing Board or file a lawsuit challenging the ATC Determination.

1.3 CBE will take no further action to challenge, oppose or contest the ATC Determination.

1.4 CBE will not support, encourage or assist in any way (financially or otherwise) any action by persons or organizations to comment upon, appeal, challenge, oppose or contest the ATC Determination.

Section 2. ATC Determination- Actions by Chevron

2.1 If CBE complies with paragraphs 1.1, 1.2, 1.3, and 1.4 of this Agreement, the conditions in Section 3.2 of the Air District Settlement Agreement will have been satisfied and Chevron will not withhold payment of the attorneys' fees referred to in Section 3.1 of the Air District Settlement Agreement.

Section 3. CEQA Lawsuit- Actions by CBE

In consideration of, and in return for, the promises and covenants undertaken in this Agreement by Chevron, and for other good and valuable consideration, CBE agrees to take the following actions in connection with the CEQA Lawsuit.

3.1 No later than 10 days from the Effective Date, CBE will execute the stipulation attached hereto as Exhibit B ("Stipulation").

3.2 At such time as Chevron submits the Stipulation to the Superior Court, CBE will join with Chevron in seeking entry of the order described in the Stipulation.

3.3 Except for those attorneys' fees, costs and expenses previously ordered by the court and paid to CBE in connection with the CEQA Lawsuit, CBE shall not seek to recover from Chevron or the City any of its attorneys' fees, costs and expenses relating to the CEQA Lawsuit.

3.4 CBE will take no further action to challenge, oppose or contest construction or commencement of operation of the Modernization Project, including but not limited to issuance of public agency approvals and permits for the Modernization Project.

3.5 CBE will not support, encourage or assist in any way (financially or otherwise) any action by persons or organizations to challenge, oppose or contest construction or commencement of operation of the Modernization Project, including but not limited to issuance of public agency approvals and permits for the Modernization Project.

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Section 4. CEQA Lawsuit- Actions by Chevron

In consideration of, and in return for, the promises and covenants undertaken in this Agreement by Chevron and for good and valuable consideration, Chevron will take the following actions:

4.1 Subject to the conditions described in Section 4.3 below, within 15 days of the last date for any person or organization to appeal the ATC Determination to the Air District's Hearing Board, Chevron will file the Stipulation with the Superior Court and ask that the Superior Court enter the order described in the Stipulation.

4.2 Subject to the conditions described in Section 4.3 below, Chevron shall not seek to recover from CBE any of its attorneys' fees, costs and expenses relating to the CEQA Lawsuit and Chevron shall request that the City not seek to recover from CBE any of the City's attorneys' fees, costs and expenses relating to the CEQA Lawsuit.

4.3 Chevron's obligations pursuant to this Section 4 are conditioned upon no challenge or appeal of the ATC determination to the Air District Hearing Board having been filed by any person or organization within 45 days of the date of the ATC Determination.

Section 5. Release by CBE

5.1 Except as to the rights or obligations as may be created by this Agreement, CBE releases and forever discharges Chevron, the Air District and the City from any and all actions, causes of action, claims, complaints, obligations, and demands that CBE ever had, now has, or may have in the future, whether known or unknown, arising from or related to: (A) the ATC Determination; and (B) construction or commencement of operation of the Modernization

Project, including but not limited to issuance of public agency approvals and permits for the Modernization Project.

Section 6. Confidentiality

6.1 The parties shall not post to their websites, release to the press or otherwise issue any public statement regarding this Agreement before Wednesday, January 28, 2015. In addition, at least 24 hours before a party provides a written statement regarding this Agreement to the press, it will first provide such written statement to the other party.

Section 7. Miscellaneous Provisions

7.1 Entire Agreement, Waivers. This Agreement, including all exhibits and attachments, contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to in this Agreement. Any waivers of any of the provision(s) of this Agreement will be in writing and signed by an authorized representative of the Party to be charged with such waiver(s). The waiver by any Party of any provision contained in this Agreement will not be deemed to be a waiver of any other provision in this Agreement, nor will any custom or practice that may develop among the Parties in the administration of this Agreement be construed to waive or diminish the rights of any Party to insist upon performance in strict accordance with all of the provisions of this Agreement.

7.2 Captions. The headings used in this Agreement are for convenience only and will not affect the interpretation of this Agreement.

Confidential
CBE v. City of Richmond Settlement Agreement

7.3 Construction. The provisions of this Agreement will be construed as a whole according to their common meaning and not strictly for or against any Party, and in a manner that will achieve the purpose and objectives of this Agreement.

7.4 Effectiveness. This Agreement will be effective as of the Effective Date.

7.5 Modifications. This Agreement may be modified only by express written consent of all Parties to this Agreement.

7.6 Applicable Law. This Agreement will be governed by California law.

7.7 Warranties of Authority. The signatories to this Agreement hereby represent and warrant that they are duly authorized to execute this Agreement on behalf of the Parties for which they have signed and that they have all necessary lawful authority, and have taken all necessary actions, to execute this Agreement.

Approved as to form:

Dated: _____

Dated: _____

COMMUNITIES FOR A BETTER
ENVIRONMENT

By: _____

Roger Lin
Attorney for Communities for A Better
Environment


By: _____

Nile Malloy
Its: Northern California Program Director

Confidential
CBE v. City of Richmond Settlement Agreement

Approved as to form.

Dated: January 26, 2015

By: 
Barbara J. Schissman, Perkins Coie
Attorneys for Chevron Products Company

Dated: Jan 26, 2015

**CHEVRON PRODUCTS COMPANY, A
DIVISION OF CHEVRON U.S.A. INC**


By: 
Grace P. Nerona
Its: Assistant Secretary

EXHIBIT A

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

PART I. PARTIES

This settlement agreement ("Agreement") is entered into as of October 16, 2014 ("Effective Date") between and among: the Bay Area Air Quality Management District ("District"), Communities for a Better Environment ("CBE"), and Chevron Products Company, a division of Chevron U.S.A. Inc. ("Chevron").

PART II. BACKGROUND

A. Chevron Products Company owns and operates the Chevron Richmond Refinery (the "Refinery") located in the City of Richmond ("City"). In 2005, Chevron filed an application with the City for permits for certain proposed improvements at the Refinery (the "Project"). In 2008, the City, acting as the lead agency pursuant to the provisions of the California Environmental Quality Act ("CEQA") set forth in Public Resources Code sections 21000 *et seq.* and the CEQA Guidelines set forth in 14 Cal. Code Regs sections 15000 *et seq.* completed and certified an Environmental Impact Report ("2008 EIR") and issued certain permits to Chevron for the Project.

B. On April 6, 2005, Chevron filed Application #12842 with the Bay Area Air Quality Management District ("Air District") requesting issuance of an Authority to Construct ("ATC") for various improvements included within the Project. On September 19, 2008 the Air District determined the application was complete and issued ATC # 12842 . . .

C. On July 1, 2009, a judgment in favor of the Petitioners was entered in a lawsuit brought by CBE and others against the City which resulted in an order that the City's certification of the 2008 EIR and the City Permits be set aside, and an injunction against further construction on the Project ("CEQA Lawsuit"). The judgment was affirmed in part and reversed in part by the First District Court of Appeal in a decision issued on April 26, 2010, Case No.

SETTLEMENT AGREEMENT

A125618, *Communities for a Better Environment et. al. v. City of Richmond*, 184 Cal.App.4th 70 (Apr. 26, 2010).

D. On May 23, 2011 Chevron submitted an application to the City limited to the hydrogen plant replacement and sulfur removal components of the Project. In compliance with the requirements of the Writ of Mandate issued in the CEQA Lawsuit and the requirements of CEQA, the City commenced preparation of a Revised Environmental Impact Report ("Revised EIR") for these components of the Project, collectively referred to in this Agreement as the "Modernization Project Components."

E. By letter dated September 15, 2010, Chevron requested that the ATC be renewed for an additional two year term. On February 3, 2012, the Air District completed a substantial use analysis and found that specified new sources satisfy the definition of substantial use per District Regulation 2-1-227. Subsequent requests for renewal of the ATC for the Modernization Project Components were submitted to the Air District by Chevron by letters dated July 18, 2012 and September 5, 2014.

F. On June 5, 2014, CBE filed an action against the Air District, *Communities for a Better Environment v Bay Area Air Quality Management District*, San Francisco Superior Court case no. CPF-14-513704 ("Air District Lawsuit") in which CBE challenged various actions it alleged to have been taken by the Air District relating to renewal of the ATC for the Modernization Project Components.

G. On July 29, 2014, the City certified the Revised EIR and approved a conditional use permit and design review permit for the Modernization Project Components, subject to various conditions.

SETTLEMENT AGREEMENT

The Parties have engaged in settlement discussions and desire to settle, compromise, and resolve the Air District Lawsuit and to agree on the procedure to be followed by the Air District in determining whether to reissue the ATC for the Modernization Project Components ("ATC Determination"). The Parties accordingly agree as follows:

PART III: AGREEMENT

Section 1. Actions to be Taken by the Air District

In consideration of, and in return for, the promises and covenants undertaken in this Agreement by CBE, the Air District agrees to implement the following procedure in making the ATC Determination:

(a) In making its ATC Determination, the Air District will base its decision on (1) Chevron's complete application for ATC #12842; (2) the Air District's Engineering Evaluation; (3) the Revised EIR; (4) the City's findings and conditions made in connection with its certification of the Revised EIR and approvals for the Modernization Project Components; (5) the written public comments described in section 1(b), below; and (6) the other evidence in the record of its proceedings.

(b) Prior to making its ATC determination, the Air District will post its proposed determination on the Air District website and will provide an opportunity for members of the public to provide written comments on the Air District's proposed determination by providing a 21-day period for submission of written comments.

(c) Acting as a responsible agency pursuant to CEQA, the Air District will decide whether its ATC Determination is supported by the Revised EIR and will post the final ATC Determination on the Air District website.

SETTLEMENT AGREEMENT

Section 2. Actions to be Taken by CBE

In consideration of, and in return for, the promises and covenants undertaken in this Agreement by the Air District and Chevron, and for other good and valuable consideration, CBE agrees to take the following actions

2.1 No later than 10 days from the Effective Date, file a dismissal with prejudice of the petition and complaint in the Air District Lawsuit.

2.2 CBE will take no further action to challenge, oppose or contest the procedure followed by the Air District in making the ATC Determination.

2.3 CBE will not file an appeal to the Air District Hearing Board or file a lawsuit challenging the Air District's ATC Determination based on (a) the procedure followed by the Air District in making the ATC Determination; or (b) any allegation that the Air District renewed or reissued the ATC prior to certification of an EIR by the Lead Agency or that the Air District, in renewing or reissuing the ATC, failed to mitigate air quality impacts based on review of a certified EIR.

2.4 CBE will not support, encourage or assist in any way (financially or otherwise), any action by persons or organizations not parties to this Agreement to oppose, challenge or contest the Air District's ATC Determination based on (a) the procedure followed by the Air District in making the ATC Determination; or (b) any allegation that the Air District renewed or reissued the ATC prior to certification of an EIR by the Lead Agency or that the Air District, in renewing or reissuing the ATC, failed to mitigate air quality impacts based on review of a certified EIR.

SETTLEMENT AGREEMENT

Section 3. Attorneys' Fees, Costs and Expenses

3.1 Subject to the conditions described in Section 3.2 and 3.3 below, Chevron will pay a total of \$48,165 (Forty Eight Thousand One Hundred Sixty Five dollars) to CBE for attorneys' fees, costs, and expenses ("Fees") incurred by CBE relating to the Air District Lawsuit. Petitioners waive any other claims against the Air District or Chevron for Fees relating to the Air District Lawsuit.

3.2 The payment of Fees pursuant to Section 3.1 is conditioned on:

(a) filing of the dismissal with prejudice of the petition and complaint in the Air District Lawsuit as provided by section 2.1 and entry of dismissal with prejudice by the superior court;

(b) no challenge to the Air District's ATC Determination, or appeal of that determination, having been filed by CBE with the Air District Hearing Board pursuant to Health and Safety Code § 42302.1 within 30 days of the date of the ATC Determination, based on (i) the procedure followed by the Air District in making the ATC Determination or (ii) any allegation that the Air District renewed or reissued the ATC prior to certification of an EIR by the Lead Agency or that the Air District, in renewing or reissuing the ATC, failed to mitigate air quality impacts based on review of a certified EIR.

3.3. Payment of the Fees referred to in Section 3.1 shall be due within 30 days after all conditions to payment specified in Section 3.2 have been fully satisfied.

Section 4. Release by CBE

4.1. Except as to the rights or obligations as may be created by this Agreement, CBE releases and forever discharges the Air District and Chevron from any and all actions, causes of action, claims, complaints, obligations, and demands that CBE ever had, now has, or

SETTLEMENT AGREEMENT

may have in the future, whether known or unknown, arising from or related to: (a.) the procedure followed by the Air District in making the ATC Determination; and (b) any allegation that the Air District renewed or reissued the ATC prior to certification of an EIR by the Lead Agency or that the Air District, in renewing or reissuing the ATC, failed to mitigate air quality impacts based on review of a certified EIR.

4.2. Nothing in this agreement shall be interpreted to preclude any party's legal right to challenge the substance of the Air District's ATC Determination. CBE expressly retains its right to challenge the Air District's ATC Determination except with respect to (a) the procedure followed in making the ATC Determination; or (b) any allegation that the Air District renewed or reissued the ATC prior to certification of an EIR by the Lead Agency or that the Air District, in renewing or reissuing the ATC, failed to mitigate air quality impacts based on review of a certified EIR.

Section 5 Miscellaneous Provisions.

5.1 **Entire Agreement, Waivers.** This Agreement, including all exhibits and attachments, contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to in this Agreement. Any waivers of any of the provision(s) of this Agreement will be in writing and signed by an authorized representative of the Party to be charged with such waiver(s). The waiver by any Party of any provision contained in this Agreement will not be deemed to be a waiver of any other provision in this Agreement, nor will any custom or practice that may develop among the Parties in the administration of this

SETTLEMENT AGREEMENT

Agreement be construed to waive or diminish the rights of any Party to insist upon performance in strict accordance with all of the provisions of this Agreement.

5.2 **Captions.** The headings used in this Agreement are for convenience only and will not affect the interpretation of this Agreement.

5.3 **Construction.** The provisions of this Agreement will be construed as a whole according to their common meaning and not strictly for or against any Party, and in a manner that will achieve the purpose and objectives of this Agreement.

5.4 **Effectiveness.** This Agreement will be effective as of the Effective Date.

5.5 **Modifications.** This Agreement may be modified only by express written consent of all Parties to this Agreement.

5.6 **Applicable Law.** This Agreement will be governed by California law.

5.7 **Warranties of Authority.** The signatories to this Agreement hereby represent and warrant that they are duly authorized to execute this Agreement on behalf of the Parties for which they have signed and that they have all necessary lawful authority, and have taken all necessary actions, to execute this Agreement.

5.8 **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument, and signatures transmitted by pdf/email or fax shall be accepted as original.

SETTLEMENT AGREEMENT

Approved as to form:

Dated: _____

By: _____
Roger Lin
Attorney for Communities for A Better
Environment

Approved as to form.

Dated: _____

By: _____
Adan Schwartz
Senior Assistant Counsel, Bay Area Air
Quality Management District

Approved as to form.

Dated: _____

By: _____
Stephen L. Kostka, Perkins Cole
Attorneys for Chevron Products Company

Dated: _____

COMMUNITIES FOR A BETTER
ENVIRONMENT

By: _____
Nile Malloy
Its: Northern California Program Director

Dated: _____

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

By: _____
Jack P. Broadbent
Its: Executive Officer/APCO

Dated: October 7, 2014

CHEVRON PRODUCTS COMPANY, A
DIVISION OF CHEVRON U.S.A. INC

By: _____
Name: Grace P. Nerona
Its: Assistant Secretary

SETTLEMENT AGREEMENT

Approved as to form:

Dated: 10/6/14

Dated: 10/6/14

COMMUNITIES FOR A BETTER ENVIRONMENT

By: [Signature]
Roger Lin
Attorney for Communities for A Better Environment

By: [Signature]
Nile Malloy
Its: Northern California Program Director

Approved as to form:

Dated: 10/15/14

Dated: 10/20/14

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: [Signature]
Adan Schwartz
Senior Assistant Counsel, Bay Area Air Quality Management District

By: [Signature]
Jack P. Broadbent
Its: Executive Officer/APCO

Approved as to form:

Dated: _____

Dated: _____

CHEVRON PRODUCTS COMPANY, A DIVISION OF CHEVRON U.S.A. INC

By: _____
Stephen L. Kostka, Perkins Cole
Attorneys for Chevron Products Company

By: _____
Name: _____
Its: _____

SETTLEMENT AGREEMENT

Approved as to form:

Dated: _____

By: _____
Roger Lin
Attorney for Communities for A Better
Environment


Approved as to form.

Dated: _____

By: _____
Adan Schwartz
Senior Assistant Counsel, Bay Area Air
Quality Management District

Approved as to form.

Dated: October 17, 2014

By:  _____
Stephen L. Kostka, Perkins Coie
Attorneys for Chevron Products Company

Dated: _____

COMMUNITIES FOR A BETTER
ENVIRONMENT

By: _____
Nile Malloy
Its: Northern California Program Director

Dated: _____

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

By: _____
Jack P. Broadbent
Its: Executive Officer/APCO

Dated: _____

CHEVRON PRODUCTS COMPANY, A
DIVISION OF CHEVRON U.S.A. INC

By: _____
Name: _____
Its: _____

EXHIBIT B

1 Barbara J. Schussman, State Bar No. 142352
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2 Stephen L. Kostka, State Bar No. 57514
SKostka@perkinscoie.com
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11 Facsimile: 916.737.5858

12 Attorneys for Real Parties in Interest CHEVRON
13 PRODUCTS COMPANY, A DIVISION OF
14 CHEVRON U.S.A. INC., and CHEVRON
CORPORATION

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF CONTRA COSTA

17 COMMUNITIES FOR A BETTER
18 ENVIRONMENT, ASIAN PACIFIC
ENVIRONMENTAL NETWORK, and
19 WEST COUNTY TOXICS COALITION,
all California Nonprofit Corporations,

20 Petitioners and Plaintiffs,

21 v.

22 CITY OF RICHMOND; and DOES 1
23 through 10, inclusive,

24 Respondents and Defendants.

25 CHEVRON PRODUCTS COMPANY, a
26 California Corporation, CHEVRON
CORPORATION, a Delaware Corporation;
and DOES 11 THROUGH 20, inclusive,

27 Real Parties in Interest
28

Case No. MSN-08-1429

**STIPULATION AND [PROPOSED]
ORDER DISCHARGING PEREMPTORY
WRIT OF MANDATE**

Judge: Hon. Barry P. Goode
Action Filed: September 4, 2008

Date: March 12, 2015
Time: 9:00 a.m.
Dept.: D-17

STIPULATION AND ORDER DISCHARGING PEREMPTORY WRIT OF MANDATE
Case No. MSN-08-1429

1 TO THE COURT:

2 This Stipulation is made and entered into between Respondent and Defendant City of
3 Richmond (the "City"), Real Party and Defendant Chevron Products Company ("Chevron"), and
4 Petitioner and Plaintiff Communities For A Better Environment ("CBE"), by and through their
5 respective counsel.

6 On August 15, 2014, City filed with this Court its Supplemental Return to the Peremptory
7 Writ of Mandate and Request For Schedule To Notice Objections ("Supplemental Return").

8 On September 18, 2014, this Court issued an Order Establishing the Schedule to Notice
9 Objections ("Scheduling Order"). The Scheduling Order required any objections to the
10 Supplemental Return to be filed by September 30, 2014 and, in the event such objections were
11 timely filed, for the City and Chevron to file a Motion to Discharge the Peremptory Writ by
12 October 30, 2014.

13 On September 30, 2014, CBE filed with this Court its Objection to the Supplemental
14 Return to the Peremptory Writ of Mandate. Accordingly, the City and Chevron filed Motions to
15 Discharge the Peremptory Writ of Mandate, and those motions have been fully briefed.

16 Chevron and CBE have entered into a settlement agreement resulting in final resolution of
17 their disputes in this proceeding. As a result, the parties respectfully request that the Court
18 discharge the Peremptory Writ of Mandate.

19 The City, Chevron and CBE agree that the Order Discharging the Peremptory Writ of
20 Mandate should clarify that the Order does not constitute a judicial decision as to any matter other
21 than whether the City has satisfied the Peremptory Writ of Mandate.

22 Pursuant to Code of Civil Procedure section 664.6, Chevron and CBE request that the
23 Court retain jurisdiction over Chevron and CBE for the purpose of enforcing the settlement
24 agreement.

1 The City, Chevron and CBE further agree that each party shall bear its own costs in
2 connection with the Supplemental Return and Motions to Discharge the Peremptory Writ of
3 Mandate. This stipulation does not modify or supersede prior obligations requiring Chevron to
4 indemnify the City, including, but not limited to, Chevron's obligation to reimburse the City for
5 costs and fees associated with this litigation.

6
7 IT IS SO STIPULATED.

8
9 DATED: _____

10 _____
11 Jennifer L. Hernandez
12 HOLLAND & KNIGHT LLP
13 Attorneys for Respondents and Defendants
14 CITY OF RICHMOND

15
16 DATED: _____

17 _____
18 Barbara J. Schussman
19 Attorneys for Real Party and Defendant
20 CHEVRON PRODUCTS COMPANY

21
22 DATED: _____

23 _____
24 Roger Lin
25 Attorney for Petitioner and Plaintiff
26 COMMUNITIES FOR A BETTER
27 ENVIRONMENT

1 **ORDER**

2 Pursuant to the foregoing stipulation, and good cause appearing, IT IS HEREBY
3 ORDERED THAT:

- 4 1. This Court's March 11, 2011 Peremptory Writ of Mandate in this matter is hereby
5 discharged in its entirety and is of no further force or effect;
- 6 2. The stay order and injunction issued in this matter is hereby dissolved;
- 7 3. Each party shall bear its own costs of suit.
- 8 4. This Order does not constitute a judicial decision as to any matter other than
9 whether the City has satisfied the Peremptory Writ of Mandate.
- 10 5. Pursuant to Code of Civil Procedure section 664.6, the Court retains jurisdiction
11 over Chevron and CBE for the purpose of enforcing the confidential settlement agreement
12 between those parties dated January 26, 2015.

13 IT IS SO ORDERED.

14
15 Dated: _____, 2015

16
17 _____
18 Hon. Barry P. Goode
19 Judge of the Superior Court