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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

COMMUNITY ASSOCIATION FOR)
RESTORATION OF THE)
ENVIRONMENT, a Washington)
nonprofit corporation,)

Plaintiff,)

v.)

NELSON FARIA DAIRY, LLC,)

Defendant.)

NO. CV-04-3060-LRS
ORDER ON RELIEF

WHEREAS, the Plaintiff, Community Association for Restoration of the Environment, Inc., (hereinafter "CARE"), filed a Complaint against Smith Brothers Farms, Inc., and Smith Brothers Dairy (hereinafter "Smith Brothers") on June 7, 2004, alleging that operations of Smith Brothers' dairy facility (hereinafter the "Dairy") violated the Clean Water Act ("CWA"), 33 U.S.C. §§ 1251-1387, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, and the Emergency Planning and Community Right-to-Know Act ("EPCRA"), 42 U.S.C. §§ 11001-11050; and

WHEREAS a Consent Decree (hereinafter the "original Consent Decree") was entered and approved by the Court on May 23, 2006, resolving CARE's claims against Smith Brothers; and

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1 WHEREAS the original Consent Decree, through collaborative efforts by
2 experts from both sides, required Smith Brothers to implement a detailed
3 management system at the Dairy, aspects of which dealt with odor control, manure
4 handling, storage, and application, water quality sampling and analysis, record
5 keeping, and reporting; and

6 WHEREAS defendant Nelson Faria Dairy, LLC, (hereinafter “Faria” or
7 “defendant”) purchased all of Smith Brothers’ interest in the Dairy on October 1,
8 2006, and assumed all duties and obligations of Smith Brothers, including those
9 under the original Consent Decree; and

10 WHEREAS CARE filed a Motion for Order to Show Cause For Failure to
11 Comply with the Consent Decree on May 17, 2010, and a Motion for Order of
12 Contempt on September 30, 2010, alleging that Faria, since taking over the Dairy,
13 failed to abide by the terms of the original Consent Decree; and

14 WHEREAS the Court, through an Order entered on January 7, 2011, held
15 that Faria violated the terms of the original Consent Decree in eight substantive
16 ways; and

17 WHEREAS CARE and Faria (collectively, the “Parties”), presented three
18 days of evidence and testimony, commencing November 15, 2011;

19 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED AND
20 DECREED as follows:

21
22
23 General Provisions

24 1. This Court has jurisdiction over the Parties and subject matter of this
25 action pursuant to 33 U.S.C. § 1365(a), 42 U.S.C. § 9659(c), 42 U.S.C. § 11046(c),
26 28 U.S.C § 1331, and the original Consent Decree. Venue is proper in this Court
27 pursuant to 33 U.S.C. § 1365(c), 42 U.S.C. § 9659(b), 42 U.S.C. § 11046(b), and 28
28 U.S.C. § 1391(b) and § 1395(a), and the original Consent Decree. The Court shall

1 retain jurisdiction to enforce the terms of this Order and to resolve any disputes
2 arising hereunder for the duration of this Order.

3 2. This Order takes the place of, and is based in part upon, the structure of
4 the original Consent Decree.

5 3. This Order shall apply to and be binding upon the Parties to this action,
6 and upon their successors and assigns.

7 4. This Order shall remain fully operative and enforceable by both Parties for
8 a period of three years from its effective date. As used throughout this Order, the
9 “effective date” of this Order will be the date that it is entered by the Court.

10 However, any structural or operational modifications implemented by Faria at the
11 Dairy pursuant to any requirement or provision of this Order shall remain in place
12 until such time as technological developments, best management practices,
13 operational changes (such as a reduction in herd size), or requirements under any
14 required or obtained permit (including a nutrient management plan developed in
15 accordance with such permit) provide Faria or a future owner or operator of the
16 Dairy with reasonable cause to modify or replace any such structural or operational
17 modifications with a technology that is consistent with legally applicable control
18 technology standards and provides more effective waste management practices than
19 any such structural or operational modifications implemented in this Order. This
20 paragraph, as well as the entire Order, shall apply to all successors and assigns of
21 Faria. Any sale and/or lease/transfer and/or other change of possession of the Dairy
22 or its property to another entity which at any time operates on the property a
23 concentrated animal feeding operation or “CAFO” shall be subject to these terms
24 and all other terms of this Order. Faria shall provide a copy of this Order as part of
25 any sale, lease, offer to sell, or any other transfer of Faria’s possessory interest in
26 the Dairy and its property, whether in whole or in part.
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1 5. The Dairy is presently located at 11792 Road 12.5 SW, Royal City,
2 Washington.

3 6. The Dairy meets the federal and state law definitions of a large
4 concentrated animal feeding operation or “CAFO.”

5 7. In operating the Dairy, Faria shall abide by this Order, the Federal Water
6 Pollution Control Act (“Clean Water Act”), CERCLA, EPCRA, the Washington
7 General NPDES Permit for CAFOs, the Washington Dairy Nutrient Management
8 Act, RCW 90.64, *et seq.*, and the Dairy’s Nutrient Management Plan. Should any
9 of the terms of this Order be stricter than the laws above mentioned, the terms of
10 this Order shall be applied.

11 8. This Order may not be modified except by explicit written amendment
12 agreed to by the Parties and approved by the Court.

13 9. This Order is intended to be and shall constitute the remedy and final
14 resolution between CARE and Faria for all alleged violations of the CWA,
15 CERCLA, and EPCRA, and for all alleged violations of the original Consent
16 Decree as set forth in CARE’s Order to Show Cause, Doc. No. 55, and Motion for
17 Contempt, Doc. No. 76.

18 10. This Order shall not act as *res judicata* concerning CARE’s potential
19 claims against Faria and/or the Dairy pursuant to the Resource Conservation and
20 Recovery Act, 42 U.S.C. § 6901, *et seq.*, or common law or state law trespass,
21 nuisance, property damage or other related claims.

22 11. For the purposes of this Order, the term “manure management” includes,
23 but is not limited to, manure in barns, pens, compost operations, holding facilities,
24 pits, lagoons, storage facilities, piles, and liquid or solid manure that is applied to
25 land.
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1 National Pollutant Discharge Elimination System Permit

2 12. Faria shall obtain and operate the Dairy in compliance with the current
3 Washington Concentrated Animal Feeding Operations General National Pollutant
4 Discharge Elimination System permit (hereinafter “General CAFO permit”) within
5 thirty (30) calendar days of the effective date of this Order.

6 13. Upon reissuance of the General CAFO permit, which was scheduled to
7 expire on July 21, 2011, Faria shall obtain and operate the Dairy in compliance with
8 any newly issued General CAFO permit until the newly issued permit’s expiration.

9 14. CARE retains the ability to challenge the provisions and requirements of
10 any General CAFO permit promulgated by any state or federal agency that the
11 Dairy is obligated to operate under pursuant to this Order.

12 Site Inspections and Meeting

13 15. CARE shall have the right to have four representatives, which may
14 include attorneys or expert consultants, visit and inspect the Dairy up to two (2)
15 times per year, subject to at least 24-hour prior written notice given to Faria on a
16 week day. The inspections will be conducted between the hours of 8:00 a.m. and
17 5:00 p.m., and the CARE representatives will be accompanied at all times by Faria
18 personnel.

19 16. During an inspection, CARE representatives may view records
20 associated with any obligations set forth in this Order, with the exception of records
21 subject to the attorney-client privilege. Under no circumstances may the
22 representatives remove records from the Dairy. The CARE representatives may
23 designate records that are not subject to the attorney-client privilege for Faria to
24 copy and provide to CARE at no cost to CARE.

25 17. CARE shall inform Faria within thirty (30) calendar days of an
26 inspection undertaken pursuant to paragraph 15 of any violations of any
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1 requirement of this Order or any conditions which may result in a violation of any
2 requirement of this Order. CARE's failure to notify Faria that a specific condition
3 constituted, or may constitute, a violation of this Order shall be deemed a waiver of
4 any claim that such condition was in fact a violation, except for latent conditions
5 that a prudent person, in exercising reasonable care and diligence, would not have
6 observed. CARE shall inform Faria within five (5) business days of their visit of
7 any condition that CARE believes could cause or lead to an imminent surface
8 discharge from the Dairy or the Dairy's manure management and application
9 practices in violation of any legally applicable requirement, including any
10 requirement of this Order.
11

12 18. The Parties shall meet within one (1) year after the entry of this Order at
13 a mutually convenient location to discuss the status of the Order's implementation.

14 19. The site inspections and meetings identified in ¶¶ 15-17 are separate and
15 independent from any other site inspection right CARE is granted in this Order.
16 However, any site inspections under this Order may be combined upon written
17 consent of the Parties.
18

19 Record Keeping

20 20. Faria agrees to maintain the following records on-site at the Dairy and to
21 provide copies, at no charge, to CARE annually by no later than January 31 of the
22 year following the year in which the information is collected, unless otherwise
23 specified in this Order:

- 24 a. Data from the annual water balances;
- 25 b. Lagoon water quality monitoring data;
- 26 c. Lagoon level monitoring data;
- 27 d. Off-site farmer certifications.

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1 21. Nothing in ¶ 20 shall relieve Faria from creating, maintaining, and
2 providing to CARE other specific records where such records are required by other
3 portions of this Order.

4 Water Balance & Related Equipment Upgrades

5 22. Faria shall conduct an annual water balance of the Dairy's lagoons for
6 the term of this Order. The water balance shall be conducted in accordance with the
7 following procedures:

- 8
- 9 a. The water balance shall be conducted using the model designed by
10 CH2M-Hill and CARE as part of the original Consent Decree and as
11 otherwise described herein.
- 12 b. Precipitation and evaporation rates shall be determined by Faria's
13 utilization of the on-site rain gauge and evaporation measurement
14 system, as described below. In the event these systems are inoperable,
15 Faria shall utilize publicly available weather data from the Connell,
16 Lind, and/or George, Washington, weather stations. Faria shall
17 document the sources it relies upon in determining precipitation and
18 evaporation rates.
- 19 c. Inputs to the water balance shall include the measurements from the
20 wastewater flow measurement system, described below.
- 21 d. Inputs to the water balance shall include the measurements from the
22 lagoon level monitoring system, described below.
- 23 e. The water balance shall be conducted in accordance with the following
24 schedule: within thirty (30) calendar days after the upgrades discussed
25 below in ¶¶ 23-26 are installed or implemented, Faria shall commence
26 implementing all measurement and recordkeeping activities required
27 by the water balance model. The first water balance period shall be
28

1 from the commencement of such activities until October 31, 2012. The
2 remaining water balance periods shall be from November 1 to October
3 31 for each year for the duration of this Order and for any remainder
4 months in the final year of the Order whether or not the period
5 continues for the full water balance year.

- 6 f. During the first year of the water balance, Faria shall send monthly
7 reports to CARE representatives via e-mail by the 10th day of each
8 month for the preceding month's data collection requirements.
9 Thereafter, Faria shall provide to CARE the data and results from each
10 water balance assessment period in electronic format by December 1
11 for the prior water balance assessment year.
12

13 23. Faria shall design, install, maintain, and operate a flow measurement
14 system to measure wastewater inputs to the primary and secondary lagoons.

- 15 a. The system will measure:
16 i. All wastewater from dairy operations;
17 ii. All wastewater and storm water runoff from composting areas,
18 including composting being done on the ground between the
19 Dairy's barns;
20 iii. All wastewater that is piped or pumped to the lagoons from the
21 feedlot areas.
22
- 23 b. The design shall include continuous recording of flow rates and daily
24 totalizer readings. The design shall be submitted to CARE for review
25 within sixty (60) calendar days from the effective date of this Order.
26 CARE shall provide any comments within fifteen (15) calendar days
27 from receipt of the design plans. Faria shall revise and prepare a final
28 design in accordance with CARE's comments within seven (7) days of

1 receipt, if such comments demonstrate that Faria's initial design does
2 not comply with the requirements of ¶ 23(a)(i)-(iii) & (b).

- 3 c. Faria shall install the wastewater flow measurement system within
4 sixty (60) calendar days of final design. The wastewater flow
5 measurement system shall be properly installed, calibrated, and
6 maintained, at a minimum, according to the manufacturers'
7 recommendations. Faria shall maintain all records of work, repairs, or
8 maintenance performed on the wastewater measurement system at the
9 Dairy for the duration of this Order. Faria shall provide such records,
10 in electronic format, to CARE by May 15 for the period from
11 November 1 to April 30, and by November 15 for the period from May
12 1 to October 30, for each year for the duration of this Order.
- 14 d. Faria shall calibrate all flow measurement devices every six (6)
15 months, in October and April. Faria shall provide CARE with
16 calibration records within ten (10) calendar days of written notice from
17 CARE of its request for such records.
- 18 e. Faria shall provide notice to CARE within five (5) working days of
19 identification that a flow measure device or recorder has been out of
20 service for more than 24 hours, including an explanation of the reason
21 for the outage.
- 22 f. Faria shall maintain records from the flow measuring and
23 recorder/totalizer or any other recording device for the duration of this
24 Order. Faria shall provide such records in electronic format within ten
25 (10) calendar days of written notice from CARE of a request for such
26 records.
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1 24. Faria shall install, maintain, and operate ultrasonic level sensors with
2 continuous level recording in both the primary and secondary lagoons.

- 3 a. The sensors shall be installed within sixty (60) calendar days of the
4 effective date of this Order.
- 5 b. Faria shall maintain the sensors and recording equipment in
6 accordance with the manufacturers' recommendations.
- 7 c. Faria shall maintain all records of work, maintenance, and repairs on
8 the sensors and recording equipment and, upon request from CARE,
9 provide those records to CARE by May 15 for the period from
10 November 1 to April 30, and by November 15 for the period from May
11 1 to October 30, for each year for the duration of this Order.
- 12 d. Faria shall calibrate all ultrasonic level sensors and recording devices
13 every six (6) months (in September and March) and, upon request from
14 CARE, shall provide CARE with calibration records by May 15 for the
15 period from November 1 to April 30, and by November 15 for the
16 period from May 1 to October 30, for each year for the duration of this
17 Order.
- 18 e. Faria shall notify CARE within 48 hours of identification that an
19 ultrasonic level device or recorder is out of service for more than 8
20 hours. Faria shall maintain records of all times when a level sensor or
21 recorder is out of service for any length of time and shall provide such
22 records to CARE for the duration of this Order.
- 23 records to CARE for the duration of this Order.
- 24

25 25. Faria shall install a recording rain gauge capable of continuously
26 recording rainfall at the site to 0.01 inches within thirty (30) calendar days of the
27 effective date of this Order.

- 28 a. Faria shall maintain the recording rain gauge in accordance with

1 manufacturers' recommendations; maintain records of all maintenance;
2 and, provide such records to CARE by May 15 for the period from
3 November 1 to April 30, and by November 15 for the period from May
4 1 to October 30, for each year for the duration of this Order.

- 5 b. Faria shall maintain records of all times when the recording rain gauge
6 is out of service for more than 24 hours. Faria shall provide such
7 records to CARE for the duration of this Order within the time frames
8 set forth in subparagraph (a) of this paragraph. To the extent the rain
9 gauge is out of service for more than 24 hours, Faria shall estimate
10 rainfall using publicly available information from nearest weather
11 station rainfall data. Faria shall document the source of the rainfall
12 data it obtains.
13

14 26. Faria shall install an on-site evaporation measurement system consisting
15 of a 300-gallon animal-water trough to be buried such that the top of the trough is
16 no higher than necessary to prevent storm water from entering the trough; a
17 protected fence enclosure to exclude animals and vandalism; and a method for
18 measuring water loss or gain at least once per month. The system shall be installed
19 within sixty (60) calendar days of the effective date of this Order.

- 20 a. Faria shall operate the on-site evaporation system for the duration of
21 this Order.
22 b. Faria shall inspect the on-site evaporation measurement system at least
23 two times per week for the duration of this Order.
24 c. Faria shall maintain records of the inspections and, upon request from
25 CARE, provide such records to CARE by April 15 for the period from
26 October 1 to March 31, and by October 15 for the period from April 1
27 to September 30, for each year for the duration of this Order.
28

- 1 d. Faria shall maintain records of all maintenance of the on-site
2 evaporation system and, upon request from CARE, provide such
3 records to CARE by May 15 for the period from November 1 to April
4 30, and by November 15 for the period from May 1 to October 30, for
5 each year for the duration of this Order.

6 Lagoon Draw Down & Liner Inspection

7
8 27. Prior to each winter season for the duration of this Order, Faria shall
9 substantially pump down the primary and secondary lagoons. To the extent
10 feasible, Faria shall clean out any solids, sands, debris, or sediment remaining in the
11 lagoons after the draw down. Faria shall then inspect the lagoon liners for tears and
12 other defects. Faria shall repair all tears and defects that are discovered during the
13 inspection.

- 14 a. Faria shall provide CARE with protocols for liner inspection, repair,
15 and documentation of maintenance and repair activities within thirty
16 (30) calendar days of the effective date of this Order.
- 17 b. Faria shall document the results of inspections and repairs done in
18 accordance with the inspection protocol and shall provide such
19 documentation to CARE within thirty (30) calendar days of completion
20 of inspection and repair.
- 21 c. Faria shall notify CARE at least fourteen (14) calendar days in advance
22 of the anticipated date of inspection of the lagoons, and will notify
23 CARE of the date of inspection within 48 hours of the actual
24 inspection time and date and any subsequently scheduled repair
25 appointments. CARE shall be permitted to be present during
26 inspections and repairs if CARE provides Faria with 24-hour written
27 notice of its intent to be present during inspection and repairs.
28

1 28. In addition to the general requirements of ¶ 27, Faria shall completely
2 clean out the primary and secondary lagoons twice during the period of this Order,
3 subject to the provisions of subparagraph a below. These complete clean outs may
4 satisfy the annual draw downs described in ¶ 27 if done in late October as stated in
5 Section 4.1.1 of Faria's 2009 NMP. The first complete clean out shall occur as
6 soon as feasible during 2012. Faria shall provide CARE and the Court a proposed
7 clean out schedule for 2012. The second complete clean out shall occur during the
8 final twelve months of this Order.
9

10 a. The Parties' experts shall confer to determine whether there is a
11 feasible engineering solution to completely clean out the lagoons
12 without damaging or compromising the lagoon liners. The Parties
13 shall conclude such conference and attempts to reach a mutually
14 agreeable engineering solution by March 15, 2012. If the experts
15 determine that a reasonable engineering solution exists, then Faria
16 shall implement the solution and comply with subparagraphs (b) and
17 (c) below. If the experts determine that such a solution is not feasible,
18 then Faria shall comply with ¶ 27 instead. If there is a difference of
19 opinion about the feasibility of fully cleaning out the lagoons, then the
20 parties shall present their respective positions to the Court for
21 resolution on an expedited basis to allow for the possibility of the
22 implementation of the solution prior to November 15, 2012, should the
23 Court find that an engineering solution is feasible.
24

25 b. A complete clean out means that all liquids and solids shall be
26 removed from the two lagoons such that the entire lagoon liners can be
27 inspected, including for tears and seam integrity. Upon completion of
28 the complete clean out and inspection, Faria shall repair all tears, seam

1 failures or other defects that are discovered before the lagoon receives
2 any more materials. If either or both of the lagoon liners cannot be
3 repaired in a manner that ensures prevention of leakage, then Faria
4 shall install an additional synthetic liner in either or both lagoons.

- 5 c. Faria shall notify CARE at least fourteen (14) calendar days in advance
6 of the anticipated date of inspection of the lagoons, and shall notify
7 CARE of the date of inspection within 48 hours of the actual
8 inspection time and date and any subsequently scheduled repair
9 appointments. CARE shall be permitted to be present during
10 inspections and repairs if CARE provides Faria with at least 24-hour
11 written notice of its intent to be present during inspection and repairs.
12

13 Nutrient Management Plan Revisions

14 29. Faria shall comply with the handling and storage of manure and liquid
15 wastes in accordance with its approved Nutrient Management Plan (hereinafter
16 “NMP”). Within sixty (60) calendar days of the effective date of this Order, Faria
17 shall revise the Production Information Section of the NMP to include the
18 following:

- 19 a. Generate an estimate of the volume of manure and liquid waste
20 generated by the Dairy based on the number and type of animals on the
21 Dairy and manure estimators that are publicly available and
22 scientifically sound.
23
24 b. Estimate the Dairy’s storage capacity for manure generated by the
25 Dairy.
26
27 c. Generate a solid and liquid manure storage table showing the storage
28 unit (i.e., compost pad, storage location, or other manure storage area)
and estimated capacity for each manure storage area.

- 1 d. Provide a detailed plan for storage and disposal of mortalities.
- 2 e. A Farm Operation Map on an aerial photograph showing and
- 3 identifying the manure and liquid waste storage areas.

4 30. Faria shall implement the revised NMP within thirty (30) calendar days
5 of receipt of approval by the Conservation District. If the Conservation District
6 does not approve the revised NMP within ninety (90) calendar days of receipt, the
7 parties shall send a joint request to the Conservation District seeking an answer
8 about the NMP approval.
9

10 Manure Management System Evaluation

11 31. The Parties, through consultation with their respective experts, shall
12 evaluate the manure management system of the Dairy.

- 13 a. Within ninety (90) calendar days of the effective date of this Order, the
14 Parties' experts shall provide a collaborative report describing the
15 current manure management practices ongoing at the Dairy. The report
16 must at least document:
 - 17 i. Major odor sources;
 - 18 ii. Quantity of manure generated by the Dairy;
 - 19 iii. Nutrient content of manure generated by the Dairy;
 - 20 iv. Type (e.g., fresh water, recycled water) and quantity of water
21 used by the Dairy's current manure management system and
22 where that water is placed or disposed of after its use;
 - 23 v. Manure collection, removal, treatment and separation systems
24 and the efficacy of these systems;
 - 25 vi. Manure application practices, including equipment and
26 capability of adequately measuring application rates;
 - 27 vii. The nutrient content and chemical composition of the lagoons
28

1 b. Based on the data obtained by the experts, the report shall include
2 expert analysis as to whether there are more effective means of
3 managing the manure generated by the Dairy than the system presently
4 being used by Faria. The report shall describe the system mutually
5 agreed upon by the experts for manure management, including a
6 comparison of the manure management system mandated by the
7 original Consent Decree (i.e., vacuum-scrape composting system and
8 aeration and covering of the lagoons), the present system used by Faria
9 (i.e., the flush system and new separator), and the alternative system, if
10 any, agreed upon by the Parties' experts.

11
12 32. Based on the recommendations made by the Parties' experts in the
13 manure management evaluation report, Faria shall either implement the experts'
14 agreed upon system(s) or implement the systems contained in the original Consent
15 Decree, including the vacuum-scrape/composting system and aeration and covering
16 of the lagoons. Faria shall have thirty (30) calendar days from completion of the
17 experts' report to determine which system to implement. Faria shall have ninety
18 (90) calendar days from its decision to complete the implementation of the system.

19
20 33. If Faria decides to implement the systems contained in the original
21 Consent Decree, including the vacuum-scrape/composting system and aeration and
22 covering of the lagoons, then ¶ 13(a), (b), (c), (e), (f), and (g) of the original
23 Consent Decree are hereby incorporated and made effective in full. Faria may elect
24 to install a different lagoon cover only if such a cover will achieve the same or
25 better odor mitigation than the original cover installed at the Dairy.

26 34. In the event that the Parties' experts are unable to reach consensus on
27 any of the matters contained in the manure management system evaluation, then the
28 matter will be addressed by the dispute resolution section of this Order.

Lagoon Evaluation

1
2 35. Within eighteen (18) months of the effective date of this Order, or before
3 December 31, 2012, whichever comes first, Faria shall complete an evaluation of
4 the Dairy's lagoons. The evaluation shall include consultation by the Parties'
5 experts based upon available data, including water quality analyses and the water
6 balances.

- 7
- 8 a. The evaluation shall include an analysis of whether there is any
9 significant loss of wastewater from the Dairy's lagoon systems. The
10 term "significant loss of wastewater" from the two lagoons shall mean,
11 for purposes of this Order, any unaccounted for loss greater than 10%
12 of the annual volume of wastewater expected to be handled by the
13 lagoons as determined by performance of the water balance
14 requirements of ¶¶ 22-26 of this Order.
- 15 i. If there is no significant loss of wastewater, no further changes
16 shall be required.
- 17 ii. If a significant loss of wastewater is found, then the Parties'
18 experts shall determine the most likely source of the loss and the
19 method(s) of repair.
- 20 iii. Faria shall implement the remedial method(s) set forth herein, if
21 any are required, within one hundred-twenty (120) calendar days
22 from completion of the Lagoon Evaluation.
- 23
- 24 b. The evaluation shall also include an analysis of whether there is
25 sufficient storage capacity in the lagoons for the manure generated by
26 the Dairy. The Parties' experts, through consultation, shall determine
27 whether the amount of storage in the lagoons is sufficient.
28

- 1 i. If there is sufficient storage capacity, no further changes shall be
2 required.
- 3 ii. If there is insufficient storage capacity, then the experts shall
4 determine the most effective solution(s) of addressing the
5 capacity issue. These solutions may include (1) increasing
6 storage capacity to the present needs only or (2) decreasing the
7 Dairy's herd size.
- 8 iii. If decreasing the herd size is chosen, then no more than 60 days
9 from the decision to reduce the herd size, Faria shall certify to
10 CARE in writing that the herd size has been reduced, how it was
11 reduced (e.g., sale or culling of animals and the animal units
12 associated with such changes). If adding extra lagoon capacity
13 is chosen, then Faria shall implement immediate plans to deal
14 with under capacity and have ninety (90) calendar days to install
15 permanent solutions.
16

17 36. In the event that the Parties' experts are unable to reach consensus on
18 any of the matters contained in the Lagoon Evaluation, then the matter will be
19 addressed by the dispute resolution section of this Order.
20

21 Lagoon Water Quality Monitoring

22 37. Faria shall monitor the water quality of the Dairy's treatment and storage
23 lagoons by conducting water-quality sampling on a semi-annual basis in March and
24 September.

25 38. A composite grab sample will be taken: (1) of the influent to the
26 treatment lagoon; and (2) separately from the effluent from the storage lagoon.
27 "Composite grab sample" shall mean a sample that consists of a mixture of samples
28 taken from different areas of the influent and the effluent.

1 39. The samples shall be analyzed by an independent laboratory certified by
2 the State of Washington for wastewater analysis. The samples shall be analyzed for
3 the following parameters:

- 4 a. Ammonia;
- 5 b. Total Phosphorus;
- 6 c. Dissolved Sulfides;
- 7 d. pH;
- 8 e. Temperature;
- 9 f. Nitrate;
- g. BOD (total and soluble);
- h. Total Suspended Solids (TSS);
- i. Dissolved Oxygen (DO); and
- j. Volatile Suspended Solids (VSS).

10 Transfer of Greenwater

11 40. Faria shall require each farmer who receives or will receive the Dairy's
12 greenwater from the irrigation pipeline(s) to provide Faria with a written
13 certification for each field to be so irrigated, as a condition to receiving the
14 greenwater for that field. For the purposes of this paragraph, a "farmer" or "off-site
15 farmer" is a person who grows crops on property not owned, leased, operated, or
16 otherwise controlled by Faria, and "year" shall mean calendar year. The
17 certification shall be in the form included as Attachment A to this Order. **The form
18 shall be completed with correct Unit, Block and Field Numbers.**

19 41. Faria may only deliver greenwater from the irrigation pipeline to any
20 field for which Faria has received the required certification. In the event Faria
21 acquires actual knowledge that a farmer has violated a certification requirement for
22 a particular field, Faria shall immediately terminate delivery of greenwater, in
23 accordance with the following procedures:

- 24 a. If a farmer violated a certification requirement in the preceding year
25 and violates the same requirement in the current year on the same field,
26 Faria shall discontinue delivery of greenwater to that field. Deliveries
27
28

1 of greenwater may be restored to that field only if Faria receives
2 written confirmation from a professional engineer, licensed in the State
3 of Washington with an environmental discipline (a “Licensed
4 Engineer”), that the farmer has cured the violation and the violation is
5 not likely to reoccur. Faria shall pay the Professional Engineer’s fees
6 and costs if requested by the farmer.

7
8 b. If a farmer violates a certification requirement during the current year
9 with no prior violation of the same requirement on the same field for
10 the prior year, Faria shall discontinue delivery of greenwater to that
11 field. Deliveries of green water may be restored to that field only if the
12 farmer confirms to Faria that the violation has been cured and is not
13 likely to reoccur.

14 c. If a farmer commits a second violation of the same certification
15 requirement on the same field during any single calendar year, Faria
16 shall discontinue delivery of greenwater to that field. Deliveries of
17 greenwater may be restored to that field during the current year only if
18 Faria receives written confirmation from a Licensed Engineer that the
19 violation has been cured and is not likely to reoccur.

20
21 d. If a farmer commits a third violation of a certification requirement on
22 the same field during any single calendar year, regardless of whether
23 the certification requirements are related, Faria shall discontinue
24 delivery of greenwater to that field for a minimum of twelve (12)
25 months. Deliveries of greenwater may thereafter be restored to that
26 field only if Faria receives written confirmation from a Licensed
27 Engineer that the violations have been cured and are not likely to
28 reoccur.

- 1 e. If a farmer commits three (3) or more violations of any certification
2 requirement during the current year, regardless of the field(s) upon
3 which the violations occurred and regardless of whether the
4 certification requirements are related, Faria shall discontinue delivery
5 of greenwater to that farmer for the remaining term of the Order.

6 Solid and Liquid Manure Field Application

7
8 42. Faria shall monitor and document the application of solid and liquid
9 manure in accordance with its NMP so as not to overload its fields with nutrients.
10 Faria shall sample soils on all fields leased, owned, operated, or otherwise
11 controlled by Faria, including all fields leased, owned, operated, or otherwise
12 controlled by the employees, members, directors, or officers of the Nelson Faria
13 Dairy, LLC, and any fields leased, owned, operated, or otherwise controlled by any
14 partnership, corporation, trust, or other entity in which an employee, member,
15 director, or officer of the Nelson Faria Dairy, LLC, maintains a legal or equitable
16 interest. As used in §§ 43-50 below, “fields” or “field” includes all fields as
17 described by this paragraph.

18 43. Within thirty (30) calendar days from the effective date of this Order,
19 Faria shall submit to CARE a plan to collect soil samples from fields receiving solid
20 and liquid manure for submittal for nutrient analysis. The plan shall include, at a
21 minimum:

- 22
23 a. Figures showing proposed sample locations, including Unit, Block and
24 Field numbers;
25 b. Written protocols for sample collection, including methodology,
26 analytical parameters, sample container requirements, chain-of-
27 custody, and sample shipping. The protocols must, at a minimum,
28 include a fair representative area sampling density of multiple

- 1 composite samples within each field sampled at depths of: 1) surface
2 10-12 inches; 2) 2 feet below surface; and 3) 4 feet below surface;
3 c. Soil analysis parameters shall include, at a minimum, Total Nitrogen,
4 Ammonium N, Nitrate N, Extractable Phosphorus (Olsen Method),
5 Available K (potassium), percent soil moisture, pH, and soluble salts;
6 d. Proposed analytical laboratory; and
7 e. The name of the entity that will be collecting the samples.
8

9 44. CARE shall have thirty (30) calendar days to review and comment on the
10 plan. Within ten (10) calendar days of receipt of comments from CARE, Faria shall
11 incorporate CARE's comments if the comments reasonably demonstrate that Faria's
12 proposed plan does not conform to the requirements of ¶ 43. Any dispute shall be
13 subject to dispute resolution.

14 45. Faria shall conduct sampling twice annually on fields receiving solid and
15 liquid manure before each application season, generally in March and October, in
16 accordance with the final plan described in ¶¶ 43-54 for the duration of this Order.

17 46. Within thirty (30) calendar days from the receipt of analytical data
18 collected from the soil sampling, Faria shall take the following actions for fields
19 receiving solid and liquid manure before the application of solid or liquid manure to
20 such fields:

- 21 a. Calculate the appropriate manure application rates and quantities for
22 available fields using the National Resource Conservation Service
23 ("NRCS") Dairy Waste Collection Worksheet based on the data
24 collected from the soil sampling plan.
25 b. Identify fields receiving manure, by Block, Unit and Field number, and
26 present the boundaries on a topographic map showing farm and
27 associated fields.
28

- 1 c. Describe overland surface water flow across the farm and fields,
2 including a description of the surface water body receiving overland
3 flow (if any).
- 4 d. Identify known tile drains on fields receiving manure or liquid waste.
- 5 e. Locate and show on maps irrigation wells and drinking water within
6 one mile of the production or land application areas.
- 7 f. Characterize the dominant soil series, associated key nutrient and
8 infiltration-related characteristics, and cropping based on the soil
9 survey.
- 10 g. Evaluate leaching index to evaluate the potential for groundwater
11 contamination for soluble nutrients.
- 12 h. Create a table describing the applicable state/NRCS setback criteria
13 and distance for identified sensitive areas.
- 14 i. Describe the soils in both narrative and tabular form.

15
16 47. Faria shall submit the information identified in ¶ 46 associated and
17 paired with each field, which shall be identified by total acreage block, unit and
18 field number, to CARE at least thirty (30) calendar days before applying liquid or
19 solid manure to those fields, and shall provide the following information in written
20 format:

- 21 a. A section that describes the amount of solid or liquid manure that may
22 be applied to the field so as to not overload the field with nutrients
23 based on NRCS calculations per crop. Application inspection forms
24 to document the following during application:
 - 25 i. Inspector's name;
 - 26 ii. Application date;
 - 27 iii. Field designation;

- 1 iv. Photographs and written description of physical field conditions
- 2 at the start of application;
- 3 v. Weather conditions at the start of application;
- 4 vi. Application method;
- 5 vii. Application start time;
- 6 viii. Application rate;
- 7 ix. Application completion time.

8
9 b. CARE shall have thirty (30) calendar days to review and comment on
10 Faria's proposed protocols. Any dispute shall be subject to dispute
11 resolution.

12 c. Faria shall not apply solid or liquid manure to any field when the soil
13 phosphorus or nitrate concentrations in the upper 10-12 inches of soil
14 exceed the optimum concentration for crop growth based on NRCS
15 nutrient criteria for the relevant crop. If levels of nitrate or
16 phosphorous exceed optimum growth numbers at either the 2 or 4 foot
17 level, then no manure may be added. There shall be no manure
18 applications where Ammonium N and Nitrate N combined are at or
19 exceed crop needs. In addition, there shall be no application of solid
20 or liquid manure if: 1) Nitrate results, as expressed by concentration in
21 the soil solution based on the soil moisture content, exceed 10 mg/liter
22 Nitrate N at the 4 foot depth; or 2) if the top one foot phosphorus levels
23 exceed 30 mg/l.

24
25 48. Faria shall maintain the inspection records on-site and submit the records
26 to CARE by May 15 for the period from November 1 to April 30, and by November
27 15 for the period from May 1 to October 30, for each year for the duration of this
28 Order.

1 49. Faria shall monitor and maintain documentation of the application of
2 solid and liquid wastes to off-site fields authorized under Off-Site Farmer
3 Certifications.

- 4 a. Within sixty (60) calendar days from the date of this Order, Faria shall
5 submit to CARE off-site manure management forms that include the
6 following:
7 i. Farm receiving the liquid and/or solid manure;
8 ii. Transfer method descriptions (e.g., pipeline, truck, etc);
9 iii. Map identifying the location and acreage of crop and forage
10 fields;
11 iv. A description of the application method(s) and the rate of
12 application.
13
14 b. Faria shall include sample analyses of each manure application event
15 for total Nitrogen, Ammonium N, Nitrate plus Nitrite N, Total
16 Phosphorus, and Total solids.

17 Operations and Maintenance Manual

18 50. Faria shall prepare an operations and maintenance manual (hereinafter
19 "O&M") within six (6) months of the effective date of this Order. The O&M
20 Manual shall include a sampling and analysis regime to ensure that the lagoons are
21 operating as intended. The following parameters must be sampled pursuant to the
22 O&M:
23

- 24 a. Dissolved Oxygen for any lagoon that is aerobic;
25 b. pH and Dissolved Oxygen for any lagoon that is anaerobic;

26 51. Upon request, Faria shall provide the O&M to CARE for review and
27 comment. CARE shall have thirty (30) calendar days to review the O&M upon
28 receipt from Faria. If Faria receives comments from CARE within thirty (30)

1 calendar days of CARE's receipt of the O&M, then Faria shall have thirty (30)
2 calendar days to consider and incorporate CARE's reasonable comments into the
3 O&M. Any dispute shall be subject to dispute resolution.

4 52. Faria shall operate the lagoon system in accordance with the O&M,
5 maintain records of all operation and maintenance, and provide such records to
6 CARE by May15 for the period from November 1 to April 30, and by November 15
7 for the period from May 1 to October 30, for each year for the duration of this
8 Order.

9
10 Employee Training Requirements

11 53. Faria shall develop a bi-lingual training program for new employees and
12 an annual refresher training program for current employees. The program may
13 apply only to those employees who are responsible for manure and wastewater
14 management, including lagoon sampling/level measurements, equipment operations
15 and calibration, manure land-application, manure composting, and NMP
16 maintenance and revision requirements.

17 54. The training program may be developed in modules appropriate for each
18 task or set of tasks per employee responsibilities.

19 55. The training program shall be submitted to CARE for review within sixty
20 (60) calendar days of the effective date of this Order, and CARE shall have thirty
21 (30) calendar days thereafter to submit comments to Faria. Faria shall incorporate
22 CARE's comments into the proposed training program if the comments reasonably
23 demonstrate that the proposed program does not satisfy the general requirements set
24 forth in the subparagraphs below. Any dispute shall be subject to dispute
25 resolution.
26

27 The training program shall include:

28 a. Lagoon Operation / Sampling / Monitoring

- 1 i. Task Description
- 2 ii. Regulatory/Order Requirements
- 3 iii. NMP Requirements, Policies, and Procedures
- 4 iv. Standard Lagoon and Odor Control System Operating
- 5 Procedures
- 6 v. “How to” Instructions for Collecting, Reviewing, Evaluating,
- 7 and Maintenance of the Data
- 8 vi. Documentation Requirements
- 9
- 10 b. Equipment Operations / Calibration
- 11 i. Task Description
- 12 ii. Regulatory Requirements
- 13 iii. Routine Equipment Maintenance / Calibration Requirements,
- 14 including where to find the directions, frequency, and reporting
- 15 for both in-house and contracted maintenance and calibration
- 16 procedures
- 17
- 18 c. Manure and Liquid Waste Application
- 19 i. Task Description
- 20 ii. Regulatory Requirements
- 21 iii. NMP Requirements, Policies, and Procedures
- 22 iv. Acceptable / Unacceptable Application Conditions
- 23 v. Types of Application Equipment (specific training for equipment
- 24 use is required)
- 25 vi. Documentation and Reporting
- 26
- 27 d. Emergency equipment maintenance.

28 56. Faria shall conduct training for all employees within sixty (60) calendar days of the final training plan. Upon request by CARE, training documentation

1 shall be submitted to CARE by January 31 of each year, or partial year, for the
2 duration of this Order.

3 EPCRA Reporting

4 57. Faria shall comply with the U.S. Environment Protection Agency's
5 ("EPA") regulations governing the release of extremely hazardous substances or
6 CERCLA hazardous substances under 40 C.F.R. Part 355, EPCRA's reporting rule.
7 Faria shall also comply with the emergency release and notification requirements of
8 EPCRA.

9
10 58. For the duration of this Order, Faria shall provide to CARE copies of the
11 notifications, documents, or other evidence of reporting (including evidence of
12 phone calls) Faria provided to the state emergency response commission and any
13 appropriate local emergency planning commission under the EPCRA reporting rule
14 or any other reporting requirement. The copies shall be provided to CARE within
15 thirty (30) calendar days of Faria's reporting.

16 Herd Size

17 59. Faria shall not expand the herd size beyond 10,440 Animal Units for the
18 duration of this Order.

19 Groundwater and Tile Drain Monitoring

20 60. Faria shall install and maintain two environmental monitoring wells at
21 each of the following sites:

- 22
- 23 i. Downgradient of the treatment lagoons;
 - 24 ii. Downgradient of the dry feed lots;
 - 25 iii. A site located north of and between the two monitoring sites
26 downgradient of the feed lots but just south of the canal where
27 the "North Field" pond was present;
 - 28 iv. At four of the following tile drain sites, to be determined by the

1 parties and based upon expected manure applications:

2 - Tile line at northeast corner of field 6 Block 85 (assuming
3 manure is applied to fields 5 and 6).

4 - Location in field 44 Block 82 (sampling drainage from field 44
5 and 50).

6 - Tile line at southeast corner of field 27 Block 83 (this site
7 appears to receive drainage from fields 24 and 27).

8 -Tile line at southwest end of field 28 Block 83 (sampling
9 drainage from fields 28 and 30).

10 - Tile line at southeast corner of field 16 Block 85 (sampling
11 drainage only from fields 16,17,18 and 19 all of which receive
12 manure applications from Faria).

13 - Tile line at east central point on field 31 Block 85 (sampling
14 drainage primarily from fields 29, 32 and 31 all of which receive
15 manure from Faria).

16 - Tile line at the southeast corner of the north part of field 125 or
17 southwest end of field 125 Block 85 (these sites appear to
18 receive drainage from field 125).

19 - Tile line at the southwest corner of field 14 Block 85 (sampling
20 drainage from fields 10, 14 and 15)

21 - Tile line at the south central part of field 43 Block 85
22 (sampling drainage from fields 43 and part of 38).

23 - Tile line at the east central location in field 44 Block 85 (which
24 appears to only drain field 44).

25 - Tile line at the west central part of field 20 Block 82 (which
26 appears to only sample drainage from field 20).

27 - Tile line at the southwest corner of field 8 Block 82 (sampling
28 drainage from field 8 and 9).

- Two possible control sites for sampling are:

A. The tile line draining fields 1, 2 and 4 in Block 82
which are not indicated as receiving manure. Sampling at
the west end of field should give a representative sample.

B. The northeast corner of field 12 Block 82 which
receives drainage from fields 10 and 12.

61. Each well nest shall contain one well with a 10 foot well screen placed

1 with half the well screen above the water table at time of installation and the other 5
 2 feet in the saturated zone. This well will enable the sampling of groundwater
 3 originating upgradient and adjacent to the well nest. The second well shall be
 4 installed with a 10 foot screen that begins at the bottom elevation of the first well
 5 screen and samples the 10 feet of groundwater immediately below the first well.

6 Wells must be installed as close to any applicable field edge as possible.

7
 8 62. All wells must be installed by a licensed well installer, to be agreed upon
 9 by the parties, using methods approved by the State of Washington for monitoring
 10 well installation. All wells shall be surveyed and the depth to the water table
 11 measured one day after wells are installed. Groundwater contour and flow maps
 12 shall be developed by a hydrogeologist agreed upon by the parties for each site
 13 based on this water level data. Wells shall be sampled every two months (six times
 14 per year) by a private consultant, to be agreed upon by the parties, trained in proper
 15 well sampling methodology. Analyses must be performed at a lab certified by the
 16 State of Washington using EPA approved methods with the minimum detection
 17 limits listed below.

18 Parameter	<u>Practical Quantification Limit</u>
19 Nitrate Plus Nitrite Nitrogen	0.1 mg/l
Ammonium Nitrogen	0.1 mg/l
20 Chloride	0.1 mg/l
Sodium	0.1 mg/l
21 Potassium	0.1 mg/l
Calcium	0.1 mg/l
22 Magnesium	0.1 mg/l
Specific Conductance	10 umhos/cm
23 Total Phosphorus	0.01 mg/l
pH	.1 pH unit
24 Alkalinity	1 mg/l
25 Sulfate	1 mg/l
e-coli	<2 cfu/100ml

26
 27 63. All tile drain monitoring sites are to be sampled between 48 and 72 hours
 28 of manure application, as well as a minimum of twice during the irrigation season

1 and within 24 hours of a rainfall event exceeding .40 inches of rain within a 24-
2 hour period. Analyses shall include the same parameters and quantification limits
3 as proposed for groundwater wells.

4 Legal Expenses & Costs

5 64. CARE is entitled to reasonable attorney fees and costs (including expert
6 fees) for monitoring and enforcing the original Consent Decree under the CWA, 33
7 U.S.C. § 1365(b), CERCLA, 42 U.S.C. § 9659(f), EPCRA, 42 U.S.C. § 1046(f),
8 and 28 U.S.C. § 2412(d). Faria shall pay CARE's reasonable attorney fees and
9 costs (including expert fees) as determined by the Court, based upon a fee petition
10 to be submitted by CARE no later than 30 days from the date of this Order. Faria
11 shall have 14 days to respond and CARE shall have 14 days to reply.

12 65. Faria shall pay CARE's reasonable fees and costs with respect to
13 implementing the terms of this Order set forth in ¶¶ 23, 28, 31, 35, 44, 47 and 51.

14 Dispute Resolution

15 66. The parties agree that any disputes as to the meaning, application or
16 enforcement of this Order shall be resolved in accordance with the following
17 subsection a, which shall be the exclusive mechanism to resolves such disputes.
18

- 19 a. Any dispute that arises with respect to the meaning, application or
20 enforcement of this Order shall initially be subject to a period of
21 informal negotiations, which period shall not extend beyond thirty (30)
22 days from the date the dispute arises, unless the parties otherwise
23 mutually agree in writing to an extension of the period. A dispute shall
24 be considered to have arisen on the date a party receives (either by e-
25 mail or other means) written notification from the other that a dispute
26 has arisen, which notice shall specifically reference this Section of the
27 Order. In the event that the parties are unable to resolve the dispute
28

1 informally, the Party invoking the dispute resolution process shall
2 serve a written statement of its position upon the other party. That
3 statement shall be considered final and binding unless, within thirty
4 (30) days after receipt of the statement, the other party shall file with
5 the Court and serve upon counsel for the other party a petition for
6 judicial resolution of the dispute. The petition shall refer to this Section
7 of the Order and shall set forth the nature of the dispute, the efforts
8 made by the parties to resolve the dispute, the evidence upon which the
9 party's position is based (if any), and a proposal for its resolution.
10 Within twenty-one (21) days following receipt of a petition the other
11 party may file a responsive memorandum, setting forth that party's
12 position, the evidence upon which the party's position is based (if any),
13 and a proposal for its resolution. The party that initially files the
14 petition may, but shall not be required to, file a reply memorandum
15 within fourteen (14) days after receipt of the responsive memorandum.
16 Each party shall bear the burden of proving any disputed fact upon
17 which it bases its position by a preponderance of the evidence. The
18 filing of a petition for dispute resolution shall not relieve either party
19 of its obligations under this Order.
20
21

22 67. The Court shall retain discretion to award attorney fees and costs
23 (including but not limited to expert costs) to the substantially prevailing party under
24 the standards relevant to the Clean Water Act in any matter brought before it
25 pursuant to the requirements and provisions of this Order.

26 Notification

27 68. All notifications and all records required to be provided, including all
28 documents required to be provided by Faria to CARE, shall be provided by

1 electronic means unless otherwise not available.

2 69. CARE shall act as a single legal entity with respect to all notices, review
3 and commenting, reporting requirements, decisions, and other actions taken under
4 this Order. No individual member of CARE is authorized to modify or waive any
5 requirement or provision of this Order. No individual member of CARE is
6 authorized to accept any notice under this Order on behalf of CARE.

7 70. Faria shall not be answerable to any individual CARE member in
8 complying with this Order.

9 71. Whenever notice is required to be given or a document is required to be
10 sent by one Party to another under the terms of this Order, it shall be directed to all
11 the individuals at the addresses specified below, unless prior notice of a change has
12 been given to the other Party. A notice shall be deemed sufficient under this Order
13 if it is provided in writing through the U.S. mail, hand-delivered, or provided
14 electronically by e-mail or facsimile. In the event that a notice or document is
15 provided by U.S. mail, it shall be considered effective upon receipt. Otherwise, all
16 other notices or documents are considered effective upon sending. This paragraph
17 shall also apply to any payments made under this Order, unless otherwise provided
18 for in this Order.

19
20 As to Plaintiffs:

21 Charles M. Tebbutt
22 Law Offices of Charles M. Tebbutt, P.C.
23 451 Blair Blvd.
24 Eugene, OR 97402
25 Tel: (541) 344-3505; Fax: (541) 344-3516
26 charlie.tebbuttlaw@gmail.com

27 Gary Christensen
28 12486 Road E SW.
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Tel: (509) 989-1032
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hfarms@smwireless.net

1 As to Defendant:

2 John Ray Nelson (WSBA #16393)
3 Lori A. Terry (WSBA #22006)
4 Foster Pepper PLLC
5 422 W. Riverside Ave, Suite 1310
6 Spokane, WA 99201
7 Tel: (509) 777-1600; Fax: (509) 777-1616
8 nelsj@foster.com

9 Nelson Faria or Jerry Allred
10 Nelson Faria Dairy, Inc.
11 11792 Road 12.5 SW
12 Royal City, WA 99357
13 Phone:
14 Fax:
15 E-mail:

16 IT IS SO ORDERED. The District Executive shall forward copies of this
17 order to counsel of record.

18 Dated this 12th day of January, 2012.

19 *s/Lonny R. Suko*

20 _____
21 Lonny R. Suko
22 U.S. District Court Judge
23
24
25
26
27
28