

1 EDWARD J. CASEY (SBN 119571)  
 2 ANDREA S. WARREN (SBN 287781)  
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**ALSTON & BIRD LLP**  
 4 333 South Hope Street, 16th Floor  
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7 Attorneys for Real Parties in Interest  
**SOUTHERN CALIFORNIA EDISON COMPANY,**  
**SAN DIEGO GAS & ELECTRIC**  
**COMPANY, CITY OF RIVERSIDE,**  
**CITY OF ANAHEIM**

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 12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 13 **FOR THE COUNTY OF LOS ANGELES**

14 THE SAMUEL LAWRENCE FOUNDATION, a  
 15 California Non-Profit Public Benefit Corporation,

16 Petitioner/Plaintiff,

17 v.

18 CALIFORNIA COASTAL COMMISSION, an  
 19 agency of the State of California and DOES 1  
 through 20, inclusive,

20 Defendants/Respondents

21 SOUTHERN CALIFORNIA EDISON  
 22 COMPANY, SAN DIEGO GAS & ELECTRIC  
 COMPANY, CITY OF RIVERSIDE, CITY OF  
 23 ANAHEIM, and ROES 1 through 20, inclusive,

24 Real Parties in Interest

Case No.: 19STCP05431  
 [Related with Case No.: 20STCP02957]

[Assigned to Department 86,  
 Hon. Mitchell L. Beckloff]

**STIPULATION FOR JURISDICTION  
 OVER PARTIAL SETTLEMENT  
 AGREEMENT; [PROPOSED] ORDER**

Action Filed: December 16, 2019  
 Trial Date: June 16, 2021

1 **PREFACE**

2 Petitioner the Samuel Lawrence Foundation (“Petitioner”), by and through its attorneys  
3 Venskus & Associates, A.P.C., and Real Parties in Interest Southern California Edison, San Diego  
4 Gas & Electric Company, City of Riverside, and City of Anaheim (collectively, “Real Parties”), by  
5 and through their attorneys Alston & Bird LLP, (collectively, the “Parties”) hereby agree and stipulate  
6 as follows:

7 **I.**

8 **RECITALS**

9 A. On or about December 16, 2019, Petitioner filed a Verified Petition for Writ of Mandate  
10 and Complaint for Injunctive and Declaratory Relief (“Petition”).

11 B. The trial on the Petition is scheduled for June 16, 2021. The opening and opposition  
12 trial briefs have been filed and served, and the reply trial brief is scheduled to be filed on June 1, 2021.

13 C. In April 2021, Petitioner made a request to Real Parties that certain facilities concerning  
14 spent fuel pools at the San Onofre Nuclear Generating Station (the subject of the instant action) not be  
15 decommissioned until the Court issues its ruling on the Petition. Real Parties responded by informing  
16 Petitioner that the decommissioning of the San Onofre Nuclear Generating Station (“SONGS”) had  
17 already commenced and that a number of the facilities referenced in Petitioner’s request had already  
18 been removed or rendered inoperable.

19 D. On May 14, 2021, Petitioner filed an application for a temporary restraining order  
20 seeking the same relief concerning the subject facilities (the “TRO application”). Real Parties did not  
21 file their opposition to the TRO application because the Parties began negotiations over the agreement  
22 discussed in Paragraphs I-E and I-F of this Stipulation.

23 E. Specifically, Real Parties provided additional information regarding the  
24 decommissioning status of certain facilities at SONGS, informing Petitioner that the schedule for  
25 SONGS’s decommissioning does not call for further work to be undertaken with respect to certain  
26 aspects of the fuel pools during the next 90 days. Therefore, in order to allow Petitioner, Real Parties  
27 and the Court to devote their time to fully addressing the merits of the Petition at trial, the Petitioner  
28 and Real Parties entered into a private agreement entitled *Agreement Concerning Spent Fuel Pool*

1 dated May 25, 2021 (“Agreement”) (a copy of which is attached as Exhibit 1 to this Stipulation).  
2 Exhibit A to that Agreement identifies certain decommissioning work that is not scheduled to be  
3 carried out over the next 90 days. Pursuant to the terms of the Agreement, Real Parties have agreed to  
4 maintain their current schedule and confirmed they will not advance or otherwise undertake that  
5 referenced decommissioning work.

6 F. Per the terms of the Agreement, the Agreement will be remain in effect for 90 days  
7 from the date the Court enters the Order on the Stipulation or when a party serves a notice of entry of  
8 the Court’s Order granting or denying the Petition, whichever is earliest. The Agreement provides that  
9 it will terminate at that time without any action required of the Parties or the Court.

10 G. Petitioner has withdrawn its TRO application in reliance on the Agreement and this  
11 Stipulation for the Court to exercise jurisdiction over the enforcement of the Agreement, if necessary,  
12 pursuant to Code of Civil Procedure section 664.6(a) (which applies to a “settlement of the case, or  
13 part thereof.”)

14 **II.**

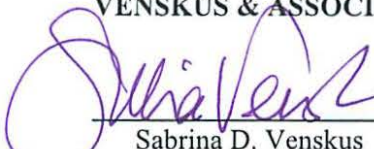
15 **TERMS OF STIPULATION**

16 The Parties hereby stipulate and agree as follows:

17 1. Petitioner and Real Parties stipulate that the Court may exercise jurisdiction pursuant  
18 to Code of Civil Procedure section 664.6 over the enforcement of the Agreement, if necessary, until  
19 the Agreement terminates in accordance with its terms.


20 DATED: May 26, 2021

SABRINA D. VENSKUS  
VENSKUS & ASSOCIATES, A.P.C.

21  
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23 \_\_\_\_\_  
24 Sabrina D. Venskus  
Attorneys for Petitioner

25 DATED: May 26, 2021

ALSTON & BIRD LLP

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27 \_\_\_\_\_  
28 Edward J. Casey  
Attorneys for Real Parties in Interest

**[PROPOSED] ORDER**

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Good cause appearing, IT IS HEREBY ORDERED that:

1. The Court shall exercise jurisdiction Code of Civil Procedure section 664.6 over the Agreement Concerning Spent Fuel Pool between Petitioner and Real Parties dated as of May 25, 2021 until said Agreement is terminated in accordance with its provisions.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Mitchell L. Beckloff  
Judge of the Los Angeles County Superior Court

# **EXHIBIT 1**

## **AGREEMENT CONCERNING SPENT FUEL POOL**

The Samuel Lawrence Foundation (“SLF”) and Southern California Edison (“SCE”) enter into this Agreement Concerning Spent Fuel Pool (“Agreement”). (SLF and SCE may also be referred to herein as a “Party” or the “Parties.”)

### **I.**

#### **RECITALS**

A. On December 16, 2019, SLF filed Verified Petition for Writ of Mandate and Complaint for Injunctive and Declaratory Relief (“Petition”) in the action entitled *Samuel Lawrence Foundation v. Cal. Coastal Commission* (Los Angeles County Superior Court Case No. 19STCP05431) (“Action”). A final hearing on the Petition is scheduled to commence on June 16, 2021 (“Trial”).

B. SLF has requested that SCE not take certain actions toward decommissioning a spent fuel pool at the San Onofre Nuclear Generation Station (“SONGS”) located in San Diego County.

C. SCE has informed SLF that it does not intend to undertake the work described in Exhibit A to this Agreement during the next 90 calendar days.

D. In order to allow SLF, SCE and the Court to devote their time to fully addressing the merits of the Petition at Trial, the Parties enter into this Agreement.

### **II.**

#### **TERMS OF THE AGREEMENT**

Based on the terms and conditions provided in this Agreement, the Parties agree as follows:

1. This Agreement shall remain in effect (the “Term”) until the day that either SCE or SLF files and electronically serves a notice of the Court’s entry of its order granting or denying the Petition (a “Notice of Ruling”). Upon the filing and electronic service of a Notice of Ruling, this Agreement shall automatically terminate without any further action by either of the Parties or the Court.

2. During the Term of this Agreement, neither SCE nor its contractors shall perform any of the work described in Exhibit A to this Agreement.

3. This Agreement shall have no force or effect until the Court in the Action enters an order approving the Stipulation in the form attached as Exhibit B to this Agreement.

4. Miscellaneous Provisions

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

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

c. Compromise of Disputed Claims. Each of the Parties acknowledges and agrees that this Agreement is the compromise of disputed claims, and that nothing contained in this Agreement shall be construed as admissions of liability on the part of any Party. Neither this

Agreement nor any of its terms shall be offered or received as evidence in any proceeding in any forum as an admission of any liability or wrongdoing on the part of any of the Parties.

d. Litigation Expenses. Each of the Parties hereby agrees that it shall be responsible for his, her, or its own costs of suit and attorneys' fees incurred and/or accrued in connection with the negotiation of this Agreement. If a Party files a motion in the Action to enforce this Agreement pursuant to the Stipulation attached as Exhibit B hereto, then the prevailing Party as to that motion shall be entitled to recover its reasonable attorneys' fees and costs from the losing Party.

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

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

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

h. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of California.



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

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

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

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

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

To: The Samuel Lawrence Foundation  Bart Ziegler President The Samuel Lawrence Foundation E-mail: bziegler@toxco.net	With a copy to:  Sabrina Venskus Venskus & Associates, P.C. 1055 Wilshire Boulevard, Suite 1996 Los Angeles, CA 90017 Telephone: (213) 482-4200 E-mail: venskus@lawsv.com
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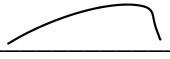
<p>To: SCE</p> <p>Ian M. Forrest, Esq.  Southern California Edison Company  2244 Walnut Grove Avenue  Rosemead, CA 91770  Telephone: (626) 302-6980  Facsimile: (626) 302-1926  E-mail: ian.forrest@sce.com</p>	<p>With a Copy to:</p> <p>Edward J. Casey, Esq.  Alston &amp; Bird LLP  333 South Hope Street, 16th Floor  Los Angeles, CA 90071  Telephone: (213) 576-1000  Facsimile: (213) 576-1100  E-mail: ed.casey@alston.com</p>
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Notice shall be deemed given as of the date of transmission of the notice. Any Party may change its addressee(s) for notice by providing written notice of such change in accordance with the requirements of this section.

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


May 27, 2021

The Samuel Lawrence Foundation

By:   
Name: Bart Ziegler  
Its: President

May 26, 2021

Southern California Edison Company

By:   
Name: Doug Bauder  
Its: Vice President and Chief Nuclear Officer,  
Nuclear Organization

# **EXHIBIT A**

## **Scope of Avoided Work**

For the next 90 days or resolution of the case on the merits, whichever date came earliest, SCE and its contractors would maintain the current status of, and not undertake any additional work to demolish, dismantle, remove, or make dysfunctional the Unit 3 spent fuel pool, which would include:

1. The ability of the fuel pool to retain water.
2. Fuel racks in that pool.
3. The building supporting and enclosing that pool.
4. The water in the fuel pool.
5. The cask crane and spent fuel handling machine associated with that pool.
6. Normal electrical power for that pool.
7. HVAC systems that support the fuel building for that pool.
8. The spent fuel pool cooling system for that pool.
9. The instrumentation (e.g., level, temperature, and/or pressure gauges) for that pool.

This commitment would not include any work on adjacent buildings, any work regarding any greater than class “C” (GTCC) waste, and would also not include any associated equipment that has already been removed, including but not limited to certain fuel pool cooling equipment and backup diesel generators. Please refer to SCE’s correspondence of April 26, 2021 for a detailed explanation of the current status of the deconstruction of the spent fuel pools.

## **EXHIBIT B**

1 EDWARD J. CASEY (SBN 119571)  
2 ANDREA S. WARREN (SBN 287781)  
3 GINA M. ANGIOLILLO (STATE BAR NO. 323454)  
4 **ALSTON & BIRD LLP**  
5 333 South Hope Street, 16th Floor  
6 Los Angeles, CA 90071-1410  
7 Telephone: (213) 576-1000 / Facsimile: (213) 576-1100  
8 Email: ed.casey@alston.com  
9 andrea.warren@alston.com  
10 gina.angiolillo@alston.com

11 Attorneys for Real Parties in Interest  
12 **SOUTHERN CALIFORNIA EDISON COMPANY,**  
13 **SAN DIEGO GAS & ELECTRIC**  
14 **COMPANY, CITY OF RIVERSIDE,**  
15 **CITY OF ANAHEIM**

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF LOS ANGELES**

18 THE SAMUEL LAWRENCE FOUNDATION, a  
19 California Non-Profit Public Benefit Corporation,

20 Petitioner/Plaintiff,

21 v.

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23 agency of the State of California and DOES 1  
24 through 20, inclusive,

25 Defendants/Respondents

26 SOUTHERN CALIFORNIA EDISON  
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28 COMPANY, CITY OF RIVERSIDE, CITY OF  
ANAHEIM, and ROES 1 through 20, inclusive,

Real Parties in Interest

Case No.: 19STCP05431  
[Related with Case No.: 20STCP02957]

[Assigned to Department 86,  
Hon. Mitchell L. Beckloff]

**STIPULATION FOR JURISDICTION  
OVER PARTIAL SETTLEMENT  
AGREEMENT; [PROPOSED] ORDER**

Action Filed: December 16, 2019  
Trial Date: June 16, 2021

1 **PREFACE**

2 Petitioner the Samuel Lawrence Foundation (“Petitioner”), by and through its attorneys  
3 Venskus & Associates, A.P.C., and Real Parties in Interest Southern California Edison, San Diego  
4 Gas & Electric Company, City of Riverside, and City of Anaheim (collectively, “Real Parties”), by  
5 and through their attorneys Alston & Bird LLP, (collectively, the “Parties”) hereby agree and stipulate  
6 as follows:

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9 A. On or about December 16, 2019, Petitioner filed a Verified Petition for Writ of Mandate  
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11 B. The trial on the Petition is scheduled for June 16, 2021. The opening and opposition  
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13 C. In April 2021, Petitioner made a request to Real Parties that certain facilities concerning  
14 spent fuel pools at the San Onofre Nuclear Generating Station (the subject of the instant action) not be  
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16 Petitioner that the decommissioning of the San Onofre Nuclear Generating Station (“SONGS”) had  
17 already commenced and that a number of the facilities referenced in Petitioner’s request had already  
18 been removed or rendered inoperable.

19 D. On May 14, 2021, Petitioner filed an application for a temporary restraining order  
20 seeking the same relief concerning the subject facilities (the “TRO application”). Real Parties did not  
21 file their opposition to the TRO application because the Parties began negotiations over the agreement  
22 discussed in Paragraphs I-E and I-F of this Stipulation.

23 E. Specifically, Real Parties provided additional information regarding the  
24 decommissioning status of certain facilities at SONGS, informing Petitioner that the schedule for  
25 SONGS’s decommissioning does not call for further work to be undertaken with respect to certain  
26 aspects of the fuel pools during the next 90 days. Therefore, in order to allow Petitioner, Real Parties  
27 and the Court to devote their time to fully addressing the merits of the Petition at trial, the Petitioner  
28 and Real Parties entered into a private agreement entitled *Agreement Concerning Spent Fuel Pool*

1 dated May 25, 2021 (“Agreement”) (a copy of which is attached as Exhibit 1 to this Stipulation).  
2 Exhibit A to that Agreement identifies certain decommissioning work that is not scheduled to be  
3 carried out over the next 90 days. Pursuant to the terms of the Agreement, Real Parties have agreed to  
4 maintain their current schedule and confirmed they will not advance or otherwise undertake that  
5 referenced decommissioning work.

6 F. Per the terms of the Agreement, the Agreement will be remain in effect for 90 days  
7 from the date the Court enters the Order on the Stipulation or when a party serves a notice of entry of  
8 the Court’s Order granting or denying the Petition, whichever is earliest. The Agreement provides that  
9 it will terminate at that time without any action required of the Parties or the Court.

10 G. Petitioner has withdrawn its TRO application in reliance on the Agreement and this  
11 Stipulation for the Court to exercise jurisdiction over the enforcement of the Agreement, if necessary,  
12 pursuant to Code of Civil Procedure section 664.6(a) (which applies to a “settlement of the case, or  
13 part thereof.”)

14 **II.**

15 **TERMS OF STIPULATION**

16 The Parties hereby stipulate and agree as follows:

17 1. Petitioner and Real Parties stipulate that the Court may exercise jurisdiction pursuant  
18 to Code of Civil Procedure section 664.6 over the enforcement of the Agreement, if necessary, until  
19 the Agreement terminates in accordance with its terms.

20 DATED: May \_\_, 2021

SABRINA D. VENSUS  
VENSUS & ASSOCIATES, A.P.C.

21  
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23 \_\_\_\_\_  
Sabrina D. Vensus  
Attorneys for Petitioner

24  
25 DATED: May \_\_, 2021

ALSTON & BIRD LLP

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Edward J. Casey  
Attorneys for Real Parties in Interest



**[PROPOSED] ORDER**

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Good cause appearing, IT IS HEREBY ORDERED that:

1. The Court shall exercise jurisdiction Code of Civil Procedure section 664.6 over the Agreement Concerning Spent Fuel Pool between Petitioner and Real Parties dated as of May 25, 2021 until said Agreement is terminated in accordance with its provisions.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Mitchell L. Beckloff  
Judge of the Los Angeles County Superior Court

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**PROOF OF SERVICE**

I, Yolanda S. Ramos, declare:

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

On May 28, 2021, I served the document(s) described as **STIPULATION FOR JURISDICTION OVER PARTIAL SETTLEMENT AGREEMENT; [PROPOSED] ORDER** on the interested parties in this action by enclosing the document(s) in a sealed envelope addressed as follows:

**SEE ATTACHED SERVICE LIST**

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

Executed on May 28, 2021, at Los Angeles, California.



Yolanda S. Ramos



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Branch Name:** Stanley Mosk Courthouse  
**Mailing Address:** 111 North Hill Street  
**City, State and Zip Code:** Los Angeles CA 90012

**SHORT TITLE:** THE SAMUEL LAWRENCE FOUNDATION vs CALIFORNIA COASTAL COMMISSION

**CASE NUMBER:**  
19STCP05431

**NOTICE OF CONFIRMATION OF ELECTRONIC FILING**

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

**Electronic Filing Summary Data**

Electronically Submitted By: Green Filing  
Reference Number: 5187776\_1  
Submission Number: 21LA03625499  
Court Received Date: 05/28/2021  
Court Received Time: 10:55 am  
Case Number: 19STCP05431  
Case Title: THE SAMUEL LAWRENCE FOUNDATION vs CALIFORNIA COASTAL COMMISSION  
Location: Stanley Mosk Courthouse  
Case Type: Civil Unlimited  
Case Category: Writ - Administrative Mandamus  
Jurisdictional Amount: Over \$25,000  
Notice Generated Date: 05/28/2021  
Notice Generated Time: 11:07 am

**Documents Electronically Filed/Received****Status**

Stipulation and Order (name extension) Accepted

**Comments**

Submitter's Comments:

Clerk's Comments:

**Electronic Filing Service Provider Information**

Service Provider: Green Filing  
Contact: Green Filing  
Phone: (801) 448-7268