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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

COUNTY OF ORANGE,  
Plaintiff,  
vs.  
AIR CALIFORNIA, et al.  
Defendants.

CASE NO: CV 85-1542 TJH (MCx)

STIPULATION FOR ENTRY OF FINAL  
JUDGMENT BY CERTAIN SETTLING  
PARTIES

CITY OF NEWPORT BEACH,  
Counterclaimant,  
vs.  
COUNTY OF ORANGE, ORANGE  
COUNTY BOARD OF SUPERVISORS;  
and DOES 1 THROUGH 1,000, inclusive,  
Counterdefendants.

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**BASIS FOR STIPULATION**

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3           1.     The County of Orange (“County”), the City of Newport Beach (“City”),  
4 Stop Polluting Our Newport (“SPON”), and the Airport Working Group of Orange county,  
5 Inc. (“AWG”)(hereinafter collectively referred to as “the settling parties”), by their respective  
6 counsel of record, enter into this Stipulation to implement the settlement of the long-  
7 standing dispute between the settling parties concerning the development and operation  
8 of John Wayne Airport (“JWA”). The Judgment to be entered pursuant to this Stipulation  
9 would (1) adjudicate that EIR 508/EIS is legally adequate for the “EIR 509/EIS Project” (as  
10 that term is hereafter defined) under the California Environmental Quality Act, the National  
11 Environmental Policy Act, and all relevant state and federal implementing regulations; and  
12 (2) provide for enforcement of certain specific aspects of the settlement of the parties in  
13 respect of, or related to the controversies among them regarding the development and  
14 operation of JWA (and agreed upon limitations regarding such development and  
15 operation) through the year 2005.

16           2.     The compromise settlement reached by the settling parties reflects,  
17 under all of the circumstances, the individual judgments of the settling parties regarding an  
18 appropriate or acceptable balance between demand for air travel services in Orange  
19 County and any adverse environmental effects associated with the operation of JWA.  
20 Recognizing that JWA is incapable of satisfying the demand for air travel in Orange  
21 County, this settlement is also designed to permit studies regarding the possible future  
22 development of an additional airport to serve Orange County. The settling parties  
23 acknowledge that, without this settlement and Judgment, protracted litigation would  
24 continue and create a continuing risk both of impeding or preventing the County’s  
25 development of JWA, and its ability to create additional access opportunities for  
26 commercial operators desiring to use JWA.

27           3.     Other provisions of the settling parties’ agreement will not be  
28 embodied in the Judgment. Those provisions include the actions undertaken by the

1 County in connection with the adoption of Resolution Nos. 85-1231, 85-1232 and 85-1233  
2 concerning certification of EIR 508, adoption of additional mitigation measures, and  
3 additional airport site studies in Orange County, and the parties' dismissal of other  
4 litigation concerning JWA. These provisions also include a resolution of the City of  
5 Newport Beach (Resolution 85-67). The parties acknowledge that each of the  
6 undertakings in the referenced resolutions represent a material part of the consideration  
7 pertaining to this settlement.

8 4. In reaching this settlement, the settling parties have considered  
9 operational and other factors applicable to John Wayne Airport which may not be  
10 applicable to any other airport. This Stipulation is site specific to JWA, premised upon its  
11 unique history, operational characteristics and limitations, and shall not be deemed  
12 applicable to any other airport.

13 5. Not all of the parties to this litigation have agreed to the terms of this  
14 settlement. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Judgment  
15 to be entered pursuant to this Stipulation is a final Judgment only as to the claims between  
16 the settling parties.

17 6. This Stipulation and Judgment is not intended to, and shall not,  
18 create any rights in favor of any person other than the settling parties.

19  
20 **II**

21 **DEFINITIONS**

22 For purposes of this Stipulation and Judgment, the terms below are defined as  
23 follows:

24 7. "ADD" means "average daily departure," which is computed on an  
25 annual basis, from April 1 of each year to March 31 of the following year ("the Plan year").  
26 One ADD is equal to 365 departures by Class A or Class AA aircraft during each Plan  
27 Year (or 366 departures in any "leap year"), subject to any adjustments which may result  
28 from the implementation or enforcement of any County regulation for JWA or this

1 Judgment (except that no ADD shall consist of more departures in a Plan Year than there  
2 are days in that year). "ADD" includes all Class A or Class AA departures, except  
3 emergency or mercy flights, departures resulting from mechanical failures, emergency or  
4 weather diversions to JWA necessary to reposition an aircraft into its normal scheduling  
5 rotation, the repositioning of aircraft to another airport in connection with a published  
6 change in the previous schedule of operations of the airline, test or demonstration flights  
7 authorized in advance by the airport manager, or charter flights by persons not engaged in  
8 regularly scheduled commercial service at JWA.

9 8. "Class A aircraft" means aircraft which:

10 (a) are used in regularly scheduled commercial service at JWA;

11 and

12 (b) general actual energy average SENEL levels, averaged during  
13 each Noise Compliance Period, as measured at the Criterion Monitoring Stations, which  
14 are not greater than the following values:

15 M1: 98.5 dB SENEL

16 M6: 100.0 dB SENEL

17 M7: 100.0 dB SENEL

18 In determining whether an aircraft is a Class A aircraft, its noise performance  
19 at the Criterion Noise Monitoring Stations shall be determined at each individual station.  
20 An aircraft must meet each of the monitoring station criteria, without "trade-offs," in order  
21 to qualify as a Class A aircraft. The existing Departure Noise Monitoring Stations will be  
22 kept in operation and in good repair during the Project Period, and test procedures for  
23 determination of Class A, Class AA, and Exempt Aircraft shall be no less stringent than  
24 those provided for in the County's Commercial Airline Access Plan in effect on August 1,  
25 1985. During the Project Period, quarterly noise reports and all test data concerning  
26 aircraft classification qualification tests at JWA shall be prepared and maintained as public  
27 records.

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1                   9.     “Class AA aircraft” means aircraft other than Exempt Aircraft, which:  
2                   (a)    are used in regularly scheduled commercial service at JWA;  
3     and  
4                   (b)    general actual energy averaged SENEL levels, averaged  
5     during each Noise Compliance Period, which are not greater than 89.5 dB SENEL at any  
6     Departure Noise Monitoring Station.

7                   In determining whether an aircraft is a Class AA aircraft, its noise  
8     performance at the Departure Noise Monitoring Stations shall be determined at each  
9     individual station. An aircraft must meet each of the Departure Noise Monitoring Station  
10    criteria, without “trade-offs,” in order to qualify as a Class AA aircraft.

11                  10.    “Commercial Air Carrier” means any person which operates regularly  
12    scheduled commercial service into and out of JWA for the purpose of carrying passengers  
13    or freight, or for any other regularly scheduled commercial purpose.

14                  11.    “Commuter Air Carrier” mean any person which operates regularly  
15    scheduled commercial service into and out of JWA for the purpose of carrying passengers  
16    or freights, or for any other regularly scheduled commercial purpose, with aircraft which,  
17    under the definitions and limitations of this Stipulation and Judgment, do not require an  
18    allocation of ADDs for their operation at JWA (i.e. “Exempt Aircraft”).

19                  12.    “Criterion Noise Monitoring Stations” means those noise monitoring  
20    stations of the JWA noise monitoring systems at the location of monitoring stations M6,  
21    M7 and M1 as of August 1, 1985.

22                  13.    “Departure Lounge Holding Area” means interior square footage  
23    adjacent to an air carrier or commuter gate within a “secure holding area” that is designed  
24    to be used as a seating lounge or waiting area in connection with arriving and departing  
25    flights. “Departure Lounge Holding Area” does not mean, for purposes of this Stipulation  
26    and Judgment, any common passage areas in a secure holding area intended to allow the  
27    public to achieve access to a Departure Lounge Holding Area, or any other public space in  
28    a secure holding area which is devoted to public purposes other than a seating lounge or

1 waiting area.

2 14. "Departure Noise Monitoring Stations" means those noise monitoring  
3 stations of the JWA monitoring stations M6, M7, M1, M2, M3 and M8 as of August 1,  
4 1985.

5 15. "EIR 508/EIS Project" means that certain "project" including related  
6 plans for development, activities and other related elements and approvals which are  
7 collectively defined and mitigated by County EIR 508, Board of Supervisors' Resolutions  
8 85-255 through 85-258 and the related Resolutions 85-259 and 85-260, all adopted on  
9 February 26, 1985, Board of Supervisors' Resolution 85-387 (March 20, 1985), and Board  
10 of Supervisors' Resolutions 85-1231 through 85-1233. It also includes all processing and  
11 approvals, and contemplated activities considered by the Federal Aviation Administration  
12 in its consideration and approval of the EIR 508 documentation as an Environmental  
13 Impact Statement prepared, circulated, considered and approved under the National  
14 Environmental Policy Act. The term also includes the terms of this Stipulation and the  
15 Stipulated Judgment.

16 16. "Exempt Aircraft" means any aircraft used in regularly scheduled  
17 commercial service at JWA which, when measured by actual energy averaged SENEL  
18 levels during any Noise Compliance Period, does not exceed 86.0 dB SENEL on  
19 departure at any of the Departure Monitoring Stations.

20 17. "MAP" means million annual passengers, consisting of the sum of  
21 actual deplaning and enplaning passengers served by all Commercial and Commuter Air  
22 Carriers at JWA during each Plan Year.

23 18. "Noise Compliance Period" means each calendar quarter during the  
24 Project Period.

25 19. "Phase I" means the period from February 26, 1985, to the date on  
26 which Phase II begins.

27 20. "Phase II" means the period that begins on April 1, 1990, or the date  
28 on which the County records a Notice of Completion on the new commercial passenger

1 terminal, whichever is later, and ends on December 31, 2005.

2 21. "Plan Year" means each period during the Project Period, from April 1  
3 of one year to March 31 of the following year.

4 22. "Project Period" means the period from February 26, 1985 to  
5 December 31, 2005.

6 23. "Regulated ADDs" means average daily departures during a Plan  
7 Year by Class A and Class AA aircraft operated by Commercial Air Carriers.

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9 **III**

10 **STIPULATION FOR ENTRY OF JUDGMENT**

11 In recognition and consideration of the foregoing recitals and definitions, the settling  
12 parties stipulate to the entry of Judgment that contains the terms stated below.

13 A. Adequacy of EIR 508/EIS

14 24. Judgment may be entered by the Court on the County's First  
15 Amended Complaint for Declaratory and Injunctive Relief, and the Counterclaims of the  
16 City, SPON, and AWG, adjudicating that EIR 508/EIS is legally adequate and complete  
17 under the California Environmental Quality Act ("CEQA")(California Public Resources  
18 Code Section 21000 et seq.), the State CEQA Guidelines (14 California Administrative  
19 Code, Section 15000, et seq.), the National Environmental Policy Act ("NEPA") (42 U.S.C.  
20 Section 4321 et seq.) and all relevant federal implementing regulations with respect to the  
21 EIR 508/EIR Project, including, but not limited to, implementation of the physical facilities  
22 improvements, airport layout plan, land use plans, and aircraft operations and MAP levels  
23 permitted by the project. To the extend that the County's First Amended Complaint, or the  
24 counterclaims in this action by the City, SPON and the AWG, raise any controversies  
25 other than the adequacy of EIR 508/EIS under the provisions of CEQA, NEPA and all  
26 relevant implementing regulations, such claims and controversies shall be dismissed  
27 without prejudice.

28 25. Each settling party shall bear its own costs and attorneys' fees in

1 connection with this litigation.

2 B. Flight and MAP Limits

3 26. During Phase I, there shall be a maximum of 55 ADDs by Class A  
4 and Class AA aircraft (regardless of whether or not the County has specifically allocated  
5 any such ADDs to any Commercial Air Carrier). No aircraft generating noise levels greater  
6 than that permitted for Class A aircraft shall be permitted to engage in regularly scheduled  
7 commercial service at JWA. Of the 55 ADDs permitted during Phase I, no more than 39  
8 ADDs may be by Class A aircraft.

9 27. During Phase I, JWA shall serve no more than 4.75 MAP during any  
10 Plan Year.

11 28. During Phase II, there shall be a maximum of 73 ADDs by Class A  
12 and Class AA aircraft (regardless of whether or not the County has specifically allocated  
13 any such ADDs to any Commercial Air Carrier). No aircraft generating noise levels greater  
14 than that permitted for Class A aircraft shall be permitted to engage in regularly scheduled  
15 commercial service at JWA. Of the 73 ADDs permitted during Phase II, no more than 39  
16 ADDs may be by Class A aircraft.

17 29. During Phase II, JWA shall serve no more than 8.4 MAP during any  
18 Plan Year.

19 C. Facilities Constraints

20 30. Paragraphs 31 through 35, below, contain agreements of the County  
21 on the maximum permissible size of certain facilities improvements related to the  
22 proposed commercial passenger terminal to be developed as part of the EIR 508/EIS  
23 project (and reducing the capacity of certain other related facilities) that can be made at  
24 JWA through the end of Phase II.

25 31. During the Project Period, John Wayne Airport shall have a  
26 commercial passenger terminal with a maximum interior floor space consisting of areas  
27 which are leaseable to tenants, or common areas available for public use and access, of  
28 not more than 271,000 square feet. This interior floor space restriction does not include,



1 and does not apply to space utilized for airport administration areas, “mechanical/electrical  
2 areas,” “structural areas,” or “terminal curb area,” may not exceed 337,900 square feet.

3 32. During Phase II, no building at JWA, other than the commercial  
4 passenger terminal, or buildings leased to Fixed Based Operators with limited commuter  
5 operations, shall be used by Commercial or Commuter Air Carriers for passenger or cargo  
6 handling activities.

7 33. Any Departure Lounge Holding Area designed to serve a loading  
8 bridge in the terminal shall be designed for use in connection with only one loading bridge.  
9 Each such Departure Lounge Holding Area shall have a physical separation from any  
10 other such Departure Lounge Holding Area with a permanent fixture barrier not less than  
11 36 inches high. The commercial passenger terminal shall contain a maximum of 37,000  
12 interior square feet for all Departure Lounge Holding Areas.

13 34. There may be a maximum of fourteen (14) loading bridges, of which  
14 no more than nine (9) may be sized for aircraft as large as the Boeing-767. The remaining  
15 five (5) loading bridges shall be designed for aircraft no larger than Boeing-757 aircraft.  
16 Each loading bridge may serve no more than one flight at a time.

17 35. There may be a maximum of 8,400 parking spaces, not including  
18 spaces contained in the existing North Clear Zone Parking Facility. The terminal parking  
19 structure may have no more than four levels. Space devoted to parking may not be  
20 converted to other terminal uses.

21 D. Other Stipulated Provisions

22 36. Consistent with its existing or to be assumed obligations under  
23 contractual agreements with the United States of America under provisions of the Airport  
24 and Airway Development Act of 1970 (as amended) (former 49 U.S.C. Section 1701 et  
25 seq.) or the Airport and Airway Improvement Act of 1982 (49 U.S.C. Section 2201, et  
26 seq.), the County shall establish and maintain a rate and fee structure which will ensure  
27 that the operation of JWA will be self-supporting during the Project Period. Except for  
28 short-term borrowing in order to alleviate temporary cash flow problems, or other

1 emergency needs, the County will not use its general funds to subsidize directly the  
2 construction or routine operation of JWA. (This limitation recognizes that in the ordinary  
3 course of the County's business, certain County staff and personnel engage in activities  
4 supported by general funds which may indirectly relate to the operation of JWA. It is not  
5 the purpose or effect of this Stipulation to preclude the County from continuing such  
6 general fund supported activities which are incidental to the routine operation of the  
7 airport.) Nothing in this paragraph, or this Stipulation, is intended to, nor shall it be  
8 construed as, making the settling parties (other than the County), or any other person,  
9 parties to, or third party beneficiaries of, any contractual agreements between the County,  
10 as airport proprietor of JWA, and the United States of America (or any of its agencies).

11           37. The existing curfew regulations and hours for JWA, contained in  
12 County Ordinance 3505, and the provisions of paragraph 4 at page 62 of Board of  
13 Supervisor's Resolution 85-255 (February 26, 1985), reducing the curfew exemption  
14 threshold to 86.0 dB SENEL, shall remain in effect during the Project Period; except that  
15 the County shall retain its full discretion to extend the curfew hours. Nothing in this  
16 paragraph precludes or prevents the JWA Airport manager, his designated representative,  
17 or some other person designated by the Board of Supervisors from exercising reasonable  
18 discretion in authorizing a regularly scheduled commercial departure or landing during the  
19 curfew hours where: (1) such arrival or departure was scheduled to occur outside of the  
20 curfew hours; and (2) the arrival or departure has been delayed because of mechanical  
21 problems, weather or air traffic control delay, or other reasons beyond the control of the  
22 commercial operator. In addition, this paragraph does not prohibit authorization of bona  
23 fide emergency or mercy flights during the curfew hours by aircraft which would otherwise  
24 be regulated by the curfew provision and limitations.

25           38. In mitigation of the EIR 508/EIS Project, and for other reasons, the  
26 County has adopted a "General Aviation Noise Ordinance" ("GANO") (County Ordinance  
27 3505). The principal policy objective of the GANO is to exclude from operations at JWA  
28 general aviation aircraft which generate noise levels greater than the noise levels

1 permitted for aircraft used by Commercial Air Carriers. During the Project Period, the  
2 County shall maintain in effect an ordinance which meets this basic policy objective.  
3 Nothing in this Stipulation precludes the County from amending the GANO to enhance or  
4 facilitate its reasonable achievement of its principal purpose, or the effective enforcement  
5 of its provisions.

6 39. During the Project Period, the City, SPON, AWG, their agents,  
7 attorneys, officers, elected officials and employees agree that they will not challenge,  
8 impede or contest, by or in connection with litigation or any adjudicatory administrative  
9 proceedings, or other action, the funding, implementation or operation of the EIR 508/EIS  
10 Project by the County and the United States; nor will they urge other persons to do so, or  
11 cooperate in any such efforts by other parties except as may be expressly required by law.  
12 Nothing in this paragraph prohibits the settling parties from submitting comments or  
13 presenting testimony on future environmental documentation which may be prepared by  
14 the County; or from challenging any project which is not part of the EIR 508/EIS Project.

15 40. The Board of Supervisors shall not arbitrarily withhold approval,  
16 endorsement or support of any application by a qualified entity or consortium of entities  
17 submitted pursuant to Board of Supervisor's Resolution 85-1231 which seeks a  
18 reasonable level of state or federal funding for a study or studies concerning a site for an  
19 additional airport to supplement JWA.

20 41. During the Project Period, the City agrees that it will, at its expense,  
21 actively join the County in defending, in any pending or future litigation, the EIR 508/EIS  
22 Project or the County's regulations or actions in implementation of, or enforcing limitations  
23 upon, the project.

24 42. It is specifically acknowledged by the parties that the County has  
25 received a request by PSA to operate Exempt Aircraft in regularly scheduled service at  
26 JWA, and may receive other such requests in the future. The County intends in the near  
27 future to develop amendments to its existing access plan or other airport regulations to  
28 provide for a means to allocate Exempt Aircraft operating opportunities within the MAP

1 level agreed to in this Stipulation. The development and implementation of such  
2 regulatory mechanisms is expressly acknowledged to be an element of the  
3 implementation of the EIR 508/EIS Project, and no additional or further environmental  
4 documentation under CEQA or NEPA shall be necessary to allow the County to develop  
5 and process such regulations and applications.

6 43. Any notices given under this Stipulation shall be addressed to the  
7 parties as follows:

8 FOR THE COUNTY:

9 Adrian Kuyper, County Counsel  
10 Office of the County Counsel  
11 10 Civic Center Plaza  
12 P.O. Box 1379  
13 Santa Ana, CA 92702

14 with a copy to:

15 Michael Scott Gatzke, Esq.  
16 Gatzke, Dillon & Ballance  
17 1921 Palomar Oaks Way  
18 Suite 200  
19 Carlsbad, CA 92008

20 FOR THE CITY:

21 City Manager  
22 City of Newport Beach  
23 3300 Newport Boulevard  
24 Post Office Box 1768  
25 Newport Beach, CA 92658-1768

26 with a copy to:

27 Pierce O'Donnell  
28 O'Donnell & Gordon  
619 South Olive  
Suite 300  
Los Angeles, CA 90014

FOR SPON and AWG:

E. Clement Shute, Esq.  
Shute, Mihaly & Weinberger  
396 Hayes Street  
San Francisco, CA 94102

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**TERM OF AGREEMENT**

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3 48. This Stipulation is contingent upon the Court's entry of the Judgment  
4 pursuant to this Stipulation ("the Stipulated Judgment"). If the Stipulated Judgment is not  
5 entered, this Stipulation shall be null and void, and shall not be admissible for any  
6 purpose. Unless terminated at an earlier date in the manner described in paragraphs 49-  
7 51 below, this Stipulation and Stipulated Judgment shall be effective for the Project  
8 Period.

9 49. The City, SPON or the AWG may file a Motion to Vacate Judgment if,  
10 in any action which they have not initiated:

11 (a) Any trial court enters a final judgment which determines that  
12 the limits on the number of Regulated ADDs, Class A ADDs, the distinction between Class  
13 A and Class AA aircraft, MAP levels or facilities improvements contained in this  
14 Stipulation, the curfew provision of paragraph 37 of this Stipulation, or the provision of  
15 paragraph 38 of this Stipulation are unenforceable for any reason, and any of these  
16 stipulated limitations are exceeded;

17 (b) Any trial court issues a preliminary injunction which has the  
18 effect of precluding implementation or enforcement of the limits on the number of  
19 Regulated ADDs, Class A ADDs, the distinction between Class A and Class AA aircraft,  
20 MAP levels or facilities improvements contained in this Stipulation, the curfew provision of  
21 paragraph 37 of this Stipulation, or the provision of paragraph 38 of this Stipulation, based  
22 upon a finding of a probability of making at trial any of the determinations described in  
23 subparagraph (a) above, and such preliminary injunction remains in effect for a period of  
24 one (1) year or more, and any of these stipulated limitations are exceeded; or

25 (c) Any appellate court issues a decision or order which makes  
26 any of the determinations described in subparagraphs (a) or (b) above, or affirms a trial  
27 court ruling based upon such a determination, and any of these stipulated limitations are  
28 exceeded.

1           50. The county may file a Motion to Vacate Judgment if the City fails to  
2 comply with the provisions of paragraph 41 of this Stipulation, or either the City, SPON or  
3 the AWG file or participate in a lawsuit or adjudicatory administrative proceeding, or assist  
4 another person in any such lawsuit or proceeding for the purpose of, or to the effect of  
5 impeding implementation of the EIR 508/EIS Project or otherwise take action in violation of  
6 paragraph 39 of this Stipulation. This provision shall not apply to activities expressly  
7 permitted by paragraph 39 of this Stipulation.

8           51. Pursuant to Rule 60(b) of the Federal Rules of Civil Procedure, the  
9 Court shall after consideration of a motion to vacate judgment, enter an order vacating the  
10 Stipulated Judgment if it determines that any of the conditions described in paragraphs 49  
11 and 50 have occurred. Once vacated, the Judgment and this Stipulation shall be null and  
12 void, unenforceable and inadmissible for any purpose, and the parties will be deemed to  
13 be in the same position that they occupied before the Stipulated Judgment and Stipulation  
14 was executed and entered in respect of this litigation, and they shall have the full scope of  
15 their legislative and administrative prerogatives.

16           52. The limitations on Regulated ADDs, Class A ADDs, the distinction  
17 between Class A and Class AA aircraft, MAP levels and commercial passenger terminal  
18 facilities provided for in this Stipulation, the provision of paragraphs 37 and 38 of this  
19 Stipulation, and the agreements of the City, SPON and AWG not to contest or impede  
20 implementation of the EIR 508/EIS Project (paragraph 39 of this Stipulation), are  
21 fundamental and essential aspects of this settlement, and were agreed upon with full  
22 recognition of the possibility that economic, demographic, technological, operational or  
23 legal changes not currently contemplated could occur during the Project Period. It was in  
24 recognition of these essential aspect of the settlement, and the inability to predict with  
25 certainty certain future conditions that the settling parties have agreed to the specific and  
26 express provision of paragraph 49 of this Stipulation. The settling parties further  
27 acknowledge that this settlement provides for the settling parties to perform undertakings  
28 at different times, and that the performance of certain of the undertakings, once

1 accomplished, could not be undone. Accordingly, except as provided herein, the settling  
2 parties expressly waive any potential right to seek to modify or vacate the terms of the  
3 settlement or the Stipulated Judgment, except by mutual agreement.

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

GATZKE, DILLON & BALANCE

By: \_\_\_\_\_  
Michael Scott Gatzke, Esq.  
Attorney for Plaintiff/Counter-  
Defendants, COUNTY OF ORANGE  
and ORANGE COUNTY BOARD OF  
SUPERVISORS

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

PIERCE & O'DONNELL

By: \_\_\_\_\_  
Steven F. Pflaum, Esq.  
Attorney for Defendant/Counter-  
Claimant/Cross-Defendant, CITY  
OF NEWPORT BEACH

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

SHUTE, MIHALY & WEINBERGER

By: \_\_\_\_\_  
E. Clem Shute, Jr., Esq.  
Attorney for Defendants/Counter-  
Claimants/Cross-Defendants, STOP  
POLLUTING OUR NEWPORT, and  
THE AIRPORT WORKING GROUP  
OF ORANGE COUNTY, INC.

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