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2 Environment and Natural Resources Division  
U.S. Department of Justice

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9 Eastern District of Washington

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13 *Attorneys for Plaintiff United States of America*

14 UNITED STATES DISTRICT COURT  
15 FOR THE EASTERN DISTRICT OF WASHINGTON

16 UNITED STATES OF AMERICA, )  
 )  
17 Plaintiff, )  
 )  
18 v. )  
 )  
19 AVISTA CORPORATION, )  
 )  
20 Defendant. )

CIVIL ACTION NO. 2:24-cv-358  
NOTICE OF LODGING OF  
STIPULATION OF  
SETTLEMENT AND  
JUDGMENT

1 The United States of America, on behalf of the U.S. Department of the  
2 Interior, National Park Service (“NPS”), hereby provides notice that it is lodging  
3 with the Court the attached proposed Stipulation of Settlement and Judgment  
4 (“Stipulation”) for the purpose of soliciting public comment on the proposed  
5 Stipulation. The proposed Stipulation would, if entered by the Court, require  
6 Avista Corporation to pay \$900,000 to the NPS for response costs and damages,  
7 with interest, and would resolve the claims brought by the United States against  
8 Avista Corporation in this action. No action is required by the Court at this time.

9 In accordance with U.S. Department of Justice practice and Paragraph 16 of  
10 the proposed Stipulation, the United States will publish notice of lodging of the  
11 proposed Stipulation in the Federal Register to commence a 30-day public  
12 comment period. After the 30-day comment period closes, the United States will  
13 review any comments submitted and determine whether they disclose facts or  
14 considerations indicating that the proposed Stipulation is improper, inappropriate,  
15 inadequate, or not in the public interest. If not, the United States will file a motion  
16 to enter the Stipulation as a final judgment. The United States therefore requests  
17 that the Court take no action with respect to the proposed Stipulation until the  
18 public comment period expires and the United States moves for entry of the  
19 Stipulation or otherwise advises the Court of its response to public comment.

20 Dated: October 17, 2024

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Respectfully submitted

FOR THE UNITED STATES OF AMERICA:

*s/ Genevieve Parshalle*  
GENEVIEVE PARSHALLE  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on October 17, 2024 a true and correct copy of the  
3 foregoing Notice of Lodging of Stipulation of Settlement and Judgment was filed  
4 with the Clerk of the U.S. District Court for the Eastern District of Washington  
5 using the Court’s CM/ECF system. Notice of the electronic filing will be sent to  
6 all parties by electronic mail.

7  
8 *s/ Genevieve Parshalle*  
9 GENEVIEVE PARSHALLE  
10 Trial Attorney  
11 Environmental Enforcement Section  
12 Environment and Natural Resources Division  
13 U.S. Department of Justice  
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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO. 2:24-cv-358
	)	
AVISTA CORPORATION,	)	STIPULATION OF
	)	SETTLEMENT AND
Defendant.	)	JUDGMENT
	)	

WHEREAS, the United States of America, acting at the request of the United States Department of the Interior, National Park Service (“NPS”), has filed a complaint (the “Complaint”) simultaneously with this Stipulation of Settlement and Judgment (the “Stipulation”) under federal trespass law, the System Unit Resource Protection Act (“SURPA”), 54 U.S.C. §§ 100721-100725, and the Revised Code of Washington §§ 4.24.630 and 64.12.030;

1           WHEREAS the Complaint alleges that Avista Corporation (“Avista”) is  
2 liable for response costs and damages resulting from Avista’s unauthorized  
3 activities to stabilize and replace a power pole for which the relevant special use  
4 permit had expired within the Lake Roosevelt National Recreation Area, in  
5 northeastern Washington in March 2017 (the “March 2017 Activities”);

6           WHEREAS, the United States and Avista (the “Parties”) agree that it is in  
7 the public interest to resolve this matter without litigation and have negotiated this  
8 Stipulation in good faith to avoid expensive and protracted litigation;

9           NOW THEREFORE, before the taking of any testimony, without the  
10 adjudication or admission of any issue of fact or law except as provided in  
11 Paragraphs 1 and 2, without any admission of liability by Avista, and with the  
12 consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND  
13 DECREED as follows:

14           1.     This Court has jurisdiction over the subject matter of this action under  
15 54 U.S.C. § 100723(a) and 28 U.S.C. §§ 1331 and 1345. Venue lies in this District  
16 under 28 U.S.C. § 1391(b) because Avista resides in this district and the events at  
17 issue occurred in this District. For the purposes of this Stipulation, or any action to  
18 enforce it, Avista consents to the Court’s jurisdiction and consents to venue in this  
19 judicial district.

1           2.     For purposes of this Stipulation, or any action to enforce it, Avista  
2 agrees that the Complaint states claims upon which relief may be granted under  
3 federal trespass law; SURPA, 54 U.S.C. §§ 100721-100725; and the Revised Code  
4 of Washington §§ 4.24.630 and 64.12.030.

5           3.     The obligations of this Stipulation apply to and are binding upon the  
6 United States and upon Avista and its successors. Any change in Avista's  
7 ownership or corporate status shall not alter its obligations hereunder.

8           4.     Within 30 days of approval and entry by the Court of this Stipulation,  
9 Avista shall pay to the United States the sum of \$900,000 as response costs and  
10 damages, together with interest accruing from the date on which the Stipulation is  
11 approved and entered by the Court, at the rate specified in 28 U.S.C. § 1961 as of  
12 the date of entry.

13           5.     Avista shall pay the response costs and damages due, together with  
14 interest, by FedWire Electronic Funds Transfer to the U.S. Department of Justice  
15 account, in accordance with instructions provided to Avista by the Financial  
16 Litigation Unit ("FLU") of the U.S. Attorney's Office for the Eastern District of  
17 Washington after entry by the Court of this Stipulation. The payment instructions  
18 provided by the FLU will include a Consolidated Debt Collection System  
19 ("CDCS") number, which Avista shall use to identify all payments required to be  
20

1 made in accordance with this Stipulation. The FLU will provide the payment  
2 instructions to:

3 Jillian Caires  
4 1411 East Mission Avenue, MSC-33  
5 P.O. Box 3727  
6 Spokane, Washington 99202  
7 Jillian.caires@avistacorp.com

8 on behalf of Avista. At the time of payment, Avista shall send notice that payment  
9 has been made to:

10 Chief, Environmental Enforcement Section  
11 Environment and Natural Resources Division  
12 U.S. Department of Justice  
13 P.O. Box 7611 Ben Franklin Station  
14 Washington, D.C. 20044-7611  
15 EESCDCopy.ENRD@usdoj.gov

16 and

17 Karen Battle Sanborn  
18 Damage Assessment Case Officer  
19 WASO/EQD/Resource Protection Branch  
20 National Park Service  
Karen\_Battle-Sanborn@nps.gov.

Such notice shall state that the payment is for the response costs and damages  
owed pursuant to the Stipulation in *United States v. Avista Corporation*, and shall  
reference the civil action number, CDCS Number, and Department of Justice case  
number 90-5-1-1-12423.



1           6.     If Avista fails to pay the amount specified in Paragraph 4 when due,  
2 Avista shall pay a stipulated penalty to the United States in the amount of \$3,000  
3 per day for each day that the payment is late. Further, interest shall continue to  
4 accrue on the unpaid balance of the response costs and damages due under  
5 Paragraph 4 in accordance with 28 U.S.C. § 1961 through the date of payment. If  
6 the payment specified in Paragraph 4 is not made when due, then, in addition to  
7 other remedies herein, the United States reserves the right to move this Court to  
8 vacate this Stipulation and reinstate this action.

9           7.     Stipulated penalties shall be paid in the same manner as that provided  
10 for in Paragraph 5 above for the payment of response costs and damages, except  
11 that the transmittal letter shall state that the payment is for stipulated penalties.

12           8.     If Avista fails to pay stipulated penalties according to the terms of this  
13 Stipulation, Avista shall be liable for interest on such penalties, as provided for in  
14 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this  
15 Paragraph shall be construed to limit the United States from seeking any remedy  
16 otherwise provided by law for Avista's failure to pay any stipulated penalties.

17           9.     Within 10 business days of receipt of all amounts due under this  
18 Stipulation, the United States shall file a notice with the Court that full payment  
19 has been made.

1           10. Avista's payment of response costs and damages identified in  
2 Paragraph 4 above, and any stipulated penalties and interest required by Paragraph  
3 6 above, shall constitute a complete settlement and shall be in full satisfaction of  
4 the United States' claims alleged in the Complaint. The Stipulation is limited to  
5 the civil claims that are expressly alleged in the Complaint. This Stipulation is not  
6 intended to, nor shall it be construed to, operate in any way to resolve any civil  
7 claims other than those expressly alleged in the Complaint or any criminal liability  
8 of Avista.

9           11. In any subsequent administrative or judicial proceeding initiated by  
10 the United States for response costs or damages, or other appropriate relief,  
11 relating to the March 2017 Activities, Avista shall not assert, and may not  
12 maintain, any defense or claim based upon the principles of waiver, claim  
13 preclusion (res judicata), issue preclusion (collateral estoppel), claim-splitting, or  
14 other defenses based upon any contention that the claims raised by the United  
15 States in the subsequent proceeding were or should have been brought in the  
16 instant case, except with respect to claims that have been specifically resolved  
17 pursuant to Paragraph 10.

18           12. Nothing in this Stipulation shall be construed to release Avista or its  
19 agents, successors, or assigns from their respective obligations to comply with any  
20 applicable federal, state, or local law, regulation, or permit. This Stipulation is not

1 a permit, or a modification of any permit, under any federal, state, or local laws or  
2 regulations. Avista is responsible for achieving and maintaining complete  
3 compliance with all applicable federal, state, and local laws, regulations, and  
4 permits. Avista's compliance with this Stipulation shall be no defense to any  
5 action commenced pursuant to any such laws, regulations, or permits, except as set  
6 forth herein.

7 13. This Stipulation shall not be construed to create rights in, or grant any  
8 cause of action to, any third party not party to this Stipulation.

9 14. The Parties shall bear their own costs of this action, including  
10 attorneys' fees, except that the United States shall be entitled to collect the costs  
11 (including attorneys' fees) incurred in any action necessary to collect any portion  
12 of the response costs and damages or any stipulated penalties due under this  
13 Stipulation but not paid by Avista.

14 15. The Court shall retain jurisdiction for the purposes of interpreting and  
15 enforcing this Stipulation through the date that Avista makes all payment(s) due  
16 under this Stipulation in accordance with the provisions herein.

17 16. This Stipulation shall be lodged with the Court for a period of at least  
18 30 days for public notice and comment. The United States reserves the right to  
19 withdraw or withhold its consent if the comments regarding the Stipulation  
20 disclose facts or considerations indicating that the Stipulation is inappropriate,

1 improper, or inadequate. Avista consents to the entry of this Stipulation without  
2 further notice and agrees not to withdraw from or oppose its entry by the Court or  
3 to challenge any provision herein, unless the United States has notified Avista in  
4 writing that it no longer supports entry of this Stipulation.

5       17. Each undersigned representative of Avista and the Assistant Attorney  
6 General for the Environment and Natural Resources Division of the Department of  
7 Justice identified on the signature pages below certifies that that person is fully  
8 authorized to enter into the terms and conditions of this Stipulation and to execute  
9 and legally bind the party that person represents to this document. This Stipulation  
10 may be signed in counterparts, and its validity shall not be challenged on that basis.

11       18. Avista agrees to accept service of process by mail with respect to all  
12 matters arising under or relating to this Stipulation and to waive the formal service  
13 requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and  
14 any applicable Local Rules of this Court including, but not limited to, service of a  
15 summons. Avista need not file an answer to the Complaint unless or until the  
16 Court expressly declines to enter this Stipulation.

17       19. This Stipulation constitutes the entire agreement among the Parties  
18 regarding the subject matter of the Stipulation and supersedes all prior  
19 representations, agreements, and understandings, whether oral or written,  
20 concerning the subject matter of the Stipulation.

STIPULATION OF SETTLEMENT  
AND JUDGMENT - 8




1 *Signature Page for Stipulation of Settlement and Judgment in United States v.*  
2 *Avista Corporation*

3 **FOR THE UNITED STATES:**

4 TODD KIM  
5 Assistant Attorney General  
6 Environment and Natural Resources Division  
7 U.S. Department of Justice

8 DATED: 10/17/24

9   
10 GENEVIEVE S. PARSHALLE  
11 Trial Attorney  
12 Environmental Enforcement Section  
13 Environment and Natural Resources Division  
14 U.S. Department of Justice  
15 P.O. Box 7611  
16 Ben Franklin Station  
17 Washington, D.C. 20044-7611  
18 (202) 514-2445  
19 genevieve.parshalle@usdoj.gov  
20

1 *Signature Page for Stipulation of Settlement and Judgment in United States v.*  
2 *Avista Corporation*

3 **FOR AVISTA CORPORATION:**

4  
5 DATED: July 8, 2024



6 GREGORY C. HESLER  
7 1411 East Mission Avenue, MSC-10  
8 P.O. Box 3727  
9 Spokane, Washington 99202  
10 Greg.hesler@avistacorp.com

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