

Exhibit 4

ORDER NO. R9-2020-0218

ACCEPTANCE OF SETTLEMENT OFFER
AND WAIVER OF RIGHT TO A HEARING FOR
RANCHO OCHOA, LLC

By signing below and returning this *Acceptance of Settlement Offer and Waiver of Right to Hearing (Acceptance and Waiver)* to the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board), Rancho Ochoa, LLC (Discharger) hereby accepts the Settlement Offer described in the letter dated September 2, 2020, with subject title **Settlement Offer No. R9-2020-0218 to Resolve Administrative Civil Liability for an Alleged Violation of California Water Code Section 13260**. The Discharger also hereby waives its right to a hearing before the San Diego Water Board to dispute the alleged violation described in the Settlement Offer and its exhibits.

The Discharger agrees that the Settlement Offer shall serve as a complaint pursuant to Article 2.5 of the California Water Code (Water Code) and that no separate complaint is required for the San Diego Water Board to assert jurisdiction over the alleged violation. The Discharger agrees to perform the following:

1. Pay an administrative civil liability in the sum of \$1,000 to the "State Water pollution Cleanup and Abatement Account." This payment shall be deemed payment in full of any civil liability pursuant to Water Code sections 13261 and 13350 that might otherwise be assessed for the violation described in the Settlement Offer and its attachments; and
2. Enroll in and fully comply with the requirements of Order No. R9-2016-0004, General Waste Discharge Requirements for Discharges from Commercial Agricultural Operations for Dischargers that are Members of a Third-Party Group in the San Diego Region (Third-Party General Order) or Order No. R9-2016-0005, General Waste Discharge Requirements for Discharges from Commercial Agricultural Operations for Dischargers Not Participating in a Third-Party Group in the San Diego Region (Individual General Order).

The Discharger understands that by signing this *Acceptance and Waiver*, it is waiving its right to contest the violation alleged in the Settlement Offer and the assessed civil liability amount. The Discharger further understands that this *Acceptance and Waiver* does not address or resolve any liability for any violation not specifically identified and alleged in the Settlement Offer and its Exhibits.

Upon execution by the Discharger, the *Acceptance and Waiver* shall be returned to the following address:

California Regional Water Quality Control Board, San Diego Region
Attention: CW-803119/FMelbourn
Email: SanDiego@waterboards.ca.gov

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The Discharger understands that the San Diego Water Board Prosecution Team (Prosecution Team) publishes notice of and provides at least 30 days for public comment on any proposed resolution of an enforcement action for Water Code violations. Accordingly, this *Acceptance and Waiver*, prior to being formally endorsed by the San Diego Water Board, or its delegate, will be published for public comment.

If no comments are received within the notice period that cause the Prosecution Team to reconsider the Settlement Offer, then the Prosecution Team will present this *Acceptance and Waiver* to the San Diego Water Board's Executive Officer for formal endorsement on behalf of the San Diego Water Board.

The Discharger understands that if significant comments are received in opposition to the settlement, then the Prosecution Team may withdraw the Settlement Offer. If the Settlement Offer is withdrawn, then the Discharger will be notified, and the *Acceptance and Waiver* will be treated as withdrawn. The unresolved violation will be addressed in a formal enforcement action. An administrative civil liability complaint (ACL Complaint) may be issued and the matter may be set for a hearing before the San Diego Water Board.

The Discharger understands that once this *Acceptance and Waiver* is formally endorsed, then the full payment of the administrative civil liability amount (\$1,000) is a condition of this *Acceptance and Waiver*. An invoice will be sent upon endorsement, and full payment will be due within 30 days of the date of the invoice. Additionally, the Discharger must submit a Notice of Intent and enroll in either the Third-Party General Order or Individual General Order within 30 days of the date of the invoice.

I hereby affirm that I am duly authorized to act on behalf of and to bind the Discharger in the making and giving of this *Acceptance and Waiver*.

By: 

Title: 

IT IS SO ORDERED, pursuant to Water Code section 13261.

DAVID W. GIBSON
Executive Officer, San Diego Water Board