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7 Attorneys for Plaintiff
 8 United States of America

9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA
 11 SAN JOSE DIVISION

12 UNITED STATES OF AMERICA,)	No. C09-03128 JF
13 Plaintiff,)	STIPULATION AND [PROPOSED] ORDER REGARDING SETTLEMENT
14 v.)	
15 ROBERT C. CHASE and BURTON PAUL)	
16 CAMENZIND,)	
17 Defendants.)	

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 19 This Stipulation and Proposed Order Regarding Settlement (hereinafter, "Stipulation") is
 20 entered into by the United States of America, acting through the United States Attorney's Office
 21 for the Northern District of California and on behalf of the United States Department of
 22 Agriculture, Forest Service (collectively, "the United States"), and defendant Burton Paul
 23 Camenzind ("Camenzind") and Shirley Hendrickson, as successor in interest to the Estate of
 24 defendant Robert C. Chase, deceased ("Chase"), all through their authorized representatives.
 25 Camenzind and Chase are hereinafter referred to collectively as "the Defendants." The United
 26 States, Camenzind, and Chase are hereinafter collectively referred to as "the Parties."

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1 agents, agencies, and departments) agrees to release the Defendants, each of them, and
2 each of their heirs, executors, officers, administrators, assigns, directors, shareholders,
3 predecessors, successors, partners, employees, members, boards of directors, insurers,
4 sureties, partnerships (including Camenzind Dredging; Bodega Management, Corp.;
5 BBK, Corp.; Edelweiss Equipment LLC; General Securities, LLP; Saltwater Leasing,
6 LLP; Walnut G, LLP; Waterfront One, LLP; and Water Root, LLP) from all liability for
7 any civil claims, demands, obligations, actions, causes of action, damages, costs, losses,
8 attorney's fees, and expenses, including any claims for compensatory or punitive
9 damages, which the United States has or may have relating to the subject matter described
10 in the United States' Complaint, filed in United States v. Robert C. Chase and Burton
11 Paul Camenzind, Case No. 09-03128 JF.

12 3. Notwithstanding any term of this Stipulation, specifically reserved and excluded from the
13 scope and terms of this Stipulation as to any entity or person (including Mr. Chase and
14 Mr. Camenzind) are the following claims or potential claims of the United States:

- 15 A. Any civil, criminal, or administrative liability arising under Title 26, U.S.
16 Code (Internal Revenue Code);
- 17 B. Any criminal liability;
- 18 C. Any liability to the United States (or its agencies) for any conduct other
19 than the acts, errors, or omissions described in the United States'
20 Complaint, filed in United States v. Robert C. Chase and Burton Paul
21 Camenzind, Case No. 09-03128 JF; and
- 22 D. Any liability based upon such obligations as are created by this
23 Stipulation.

24 4. In consideration of the obligations of the United States set forth in this Stipulation,
25 Defendants hereby release all other Parties, including the United States and its employees,
26 agents, agencies, and departments, from all liability for any civil claims, demands,
27 obligations, actions, causes of action, damages, costs, losses, attorney's fees, and
28 expenses, including any claims for compensatory or punitive damages, which Defendants

1 have or may have with respect to the Carrizo Fire, including without limitation those
2 concerning the United States' investigation and litigation of the United States' claims in
3 United States v. Robert C. Chase and Burton Paul Camenzind, Case No. 09-03128 JF.

- 4 5. Upon receipt by the United States of the Settlement Amount described in paragraph 1
5 above, the United States and Defendant Camenzind shall file a joint stipulation of
6 dismissal with prejudice in United States v. Robert C. Chase and Burton Paul Camenzind,
7 Case No. 09-03128 JF, pursuant to Federal Rule of Civil Procedure 41(a)(1).
- 8 6. The Parties to this Stipulation shall bear their own costs, attorney's fees, and expenses
9 incurred in any manner in connection with the investigation, litigation, and resolution of
10 this matter, including all such costs, attorney's fees, and expenses in United States v.
11 Robert C. Chase and Burton Paul Camenzind, Case No. 09-03128 JF.
- 12 7. This Stipulation is intended to be for the benefit of the Parties only. The Parties do not
13 release any claims against any other person or entity not expressly released by this
14 Stipulation.
- 15 8. Each individual signing this Stipulation on behalf of the Defendants warrants and
16 represents that he or she has the power, consent, and authorization to execute this
17 Stipulation.
- 18 9. The individual signing on behalf of the United States represents that she is signing this
19 Stipulation in her official capacity and that she is authorized to execute this Stipulation.
- 20 10. Each Party represents and warrants that it has not transferred anything being released
21 under this Stipulation, and is not aware of any such transfer, and that the Party is not
22 aware of any prohibition of any type that prevents the Party from performing the terms of
23 this Stipulation.
- 24 11. The Parties warrant that, in evaluating whether to execute this Stipulation, they (i) have
25 intended that the mutual promises, covenants, and obligations set forth herein constitute a
26 contemporaneous exchange for new value given to the Defendants, within the meaning of
27 11 U.S.C. 547(c)(1), and (ii) conclude that these mutual promises, covenants, and
28 obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties

1 warrant that the mutual promises, covenants, and obligations set forth herein are intended
2 and do, in fact, represent a reasonably equivalent exchange of value which is not intended
3 to hinder, delay, or defraud any entity to which the Defendants were or became indebted
4 to on or after the date of this transfer, within the meaning of 11 U.S.C. 548(a)(1).

5 12. Nothing in this Stipulation constitutes an agreement by the United States concerning the
6 characterization of the Settlement Amount for purposes of Title 26, United States Code
7 (Internal Revenue Code).

8 13. Each of the Parties warrants that it has been represented by, and has sought and obtained
9 the advice of, independent counsel with regard to the nature, purpose and effect of this
10 Stipulation. The Parties hereby declare that the terms of this Stipulation have been
11 completely read, fully understood, and voluntarily accepted following opportunity for
12 review by legal counsel of their choice.

13 14. The Defendants warrant and represent that they are freely and voluntarily entering into
14 this Stipulation without any degree of duress or compulsion whatsoever, after having
15 been apprised of all relevant information by their legal counsel. The Defendants further
16 warrant and represent that no other party or its representative has made any promise,
17 representation, or warranty, express or implied, except as expressly set forth in this
18 Stipulation, and that the Defendants have not relied on any inducements, promises, or
19 representations made by any Party to this Stipulation, or their representatives, or any other
20 person, except as expressly set forth herein.

21 15. This Stipulation was negotiated by the Parties and their respective counsel, each of whom
22 had the opportunity to participate in the drafting thereof. It is therefore the intent of the
23 Parties that the words of this Stipulation shall be construed as a whole so as to effect their
24 fair meaning and not for or against any party, the Parties having waived the benefit of
25 California Civil Code 1654 and similar laws.

26 16. The Parties understand and acknowledge that if the facts with the respect to liability
27 and/or damages with respect to the Carrizo Fire are found hereafter to be different from
28 facts now believed by any Party described herein to be true, each Party expressly accepts

1 and assumes the risks of such possible difference in facts and agrees that this Stipulation
2 shall remain effective, notwithstanding any such differences.

3 17. This Stipulation constitutes the complete agreement between the Parties, and supersedes
4 and replaces all prior negotiations and agreements, whether written or oral, regarding the
5 resolution of the Parties' claims against each other Party with respect to the Carrizo Fire,
6 including without limitation the resolution of the claims in United States v. Robert C.
7 Chase and Burton Paul Camenzind, Case No. 09-03128 JF.

8 18. This Stipulation may be executed in counterparts, and each of the counterparts taken
9 together shall constitute one valid and binding agreement among the Parties.

10 19. This Stipulation may not be altered, amended, or modified, except by a writing duly
11 executed by the authorized representatives of the Parties.

12 20. This Stipulation is governed by the laws of the United States. The Parties agree that,
13 should any judicial action be required to enforce or interpret this Stipulation, or to resolve
14 any dispute hereunder, the exclusive jurisdiction and venue for such action shall be in the
15 United States District Court for the Northern District of California.

16 21. This Stipulation is binding upon the Parties and each of their heirs, successors, assigns,
17 and agents.

18 22. This Stipulation is effective, final and binding as of the date of signature of the last
19 signatory to the Stipulation ("Effective Date"). Facsimiles of signatures shall constitute
20 acceptable, binding signatures for purposes of this Stipulation.

21
22 Respectfully submitted,

23 **FOR THE UNITED STATES OF AMERICA**

24 DATED: _____, 2011

MELINDA HAAG
United States Attorney

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CLAIRE T. CORMIER
Assistant United States Attorney

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FOR BURTON PAUL CAMENZIND

DATED: _____, 2011

BURTON PAUL CAMENZIND

FOR SHIRLEY HENDRICKSON

As Successor In Interest to the
Estate of Robert C. Chase, Deceased

DATED: _____, 2011

SHIRLEY HENDRICKSON

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2011

PROUT • LEVANGIE

DANN S. DeMUND
Attorney for Defendant Burton Camenzind

DATED: _____, 2011

JOSEPH J. WISEMAN
Attorney for Defendant Robert C. Chase

[PROPOSED] ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED:

DATED: _____, 2011

JEREMY FOGEL
UNITED STATES DISTRICT COURT JUDGE

1 and assumes the risks of such possible difference in facts and agrees that this Stipulation
2 shall remain effective, notwithstanding any such differences.

3 17. This Stipulation constitutes the complete agreement between the Parties, and supersedes
4 and replaces all prior negotiations and agreements, whether written or oral, regarding the
5 resolution of the Parties' claims against each other Party with respect to the Carrizo Fire,
6 including without limitation the resolution of the claims in United States v. Robert C.
7 Chase and Burton Paul Camenzind, Case No. 09-03128 JF.

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19 signatory to the Stipulation ("Effective Date"). Facsimiles of signatures shall constitute
20 acceptable, binding signatures for purposes of this Stipulation.

21 Respectfully submitted,

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23 **FOR THE UNITED STATES OF AMERICA**

24 DATED: August 31, 2011

MELINDA HAAG
United States Attorney

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27 CLAIRE T. CORMIER
Assistant United States Attorney

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FOR BURTON PAUL CAMENZIND

DATED: Aug 2, _____, 2011

Burton Paul Camenzind
BURTON PAUL CAMENZIND



FOR SHIRLEY HENDRICKSON
As Successor In Interest to the
Estate of Robert C. Chase, Deceased

DATED: _____, 2011

SHIRLEY HENDRICKSON

APPROVED AS TO FORM AND CONTENT:

DATED: 8/8 _____, 2011

PROUT • LEVANGIE

DANN S. DeMUNO
Attorney for Defendant Burton Camenzind

DATED: _____, 2011

JOSEPH J. WISEMAN
Attorney for Defendant Robert C. Chase

[PROPOSED] ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED:

DATED: _____, 2011

JEREMY FOGEL
UNITED STATES DISTRICT COURT JUDGE

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FOR BURTON PAUL CAMENZIND

DATED: _____, 2011

BURTON PAUL CAMENZIND

FOR SHIRLEY HENDRICKSON

As Successor In Interest to the
Estate of Robert C. Chase, Deceased

DATED: August 31, 2011

Shirley Hendrickson, Trustee

SHIRLEY HENDRICKSON
of the Robert C. Chase Trust

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2011

PROUT • LEVANGIE

DANN S. DeMUND
Attorney for Defendant Burton Camenzind

DATED: Aug 31, 2011

Joseph J. Wiseman

JOSEPH J. WISEMAN
Attorney for Defendant Robert C. Chase

[PROPOSED] ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED:

DATED: 9/1, 2011

Jeremy Fogel

JEREMY FOGEL
UNITED STATES DISTRICT COURT JUDGE