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8 Attorney for Respondent County of Humboldt and County of Humboldt erroneously  
9 named as Humboldt County Sheriff's Department  
10

11 THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 IN AND FOR THE COUNTY OF HUMBOLDT  
13

14 LOST COAST OUTPOST,

15 Petitioner,

16 COUNTY OF HUMBOLDT AND  
17 HUMBOLDT COUNTY SHERIFF'S  
18 DEPARTMENT

19 Respondent.

Case No.: CV2200607

**STIPULATED JUDGMENT and  
ORDER FOR CONTINUED COURT  
JURISDICTION**

20 **PREAMBLE**

21 This settlement agreement is entered into by Petitioner, Lost Cost Outpost, and  
22 Respondents Humboldt County, the Humboldt County Sheriff Department.

23 WHEREAS, Petitioner filed a Petition for Writ of Administrative Mandate  
24 directing Respondents to provide Petitioner with geographic information systems (GIS)  
25 format data pertaining to the Humboldt County's emergency evacuation zones  
26 information from the Zonehaven software program; and

27 WHEREAS, a trial, in this case, would be complex and costly to all parties  
28 concerned and the decision of the Superior Court may be subject to appeal by the losing  
party with the final outcome uncertain; and

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1 WHEREAS, the Parties have conducted discussions in arms-length negotiations  
2 with respect to a compromise and settlement of this case, with a view to settling the issues  
3 in dispute and achieving the most effective relief possible consistent with the interests of  
4 the Parties; and

5 WHEREAS, the Parties have (1) concluded that the terms and conditions of this  
6 Settlement are fair, reasonable, and in the best interests of Petitioner; and (2) agreed to the  
7 dismissal of the Petition with prejudice, with the court retaining jurisdiction per Code  
8 of Civil Procedure § 664.6, and after considering the substantial benefits that the Parties  
9 will receive from the settlement of the Action; and

10 NOW, THEREFORE, in full settlement of this action and in consideration of the  
11 promises and undertakings set forth herein and other consideration, the sufficiency of  
12 which is hereby acknowledged, it is hereby AGREED, by and among the Parties to this  
13 Settlement, through their respective attorneys, in consideration of the benefits flowing to  
14 the Parties hereto from the Settlement, that the claims as against the parties shall be  
15 compromised, settled, forever released, barred and dismissed with prejudice, upon and  
16 subject to the following terms and conditions:

17 **ADMISSION OF LIABILITY**

18 This Agreement does not constitute and shall not be construed or viewed as an  
19 admission of any wrongdoing or liability by any Party.

20 **TERMS OF SETTLEMENT**

21 IT IS HEREBY AGREED by and between Petitioner, Lost Coast Outpost, and  
22 Respondents County of Humboldt, et al. through their respective counsel as follows:  
23

- 24
- 25 1. In full compensation for attorney's fees and costs, Respondent County shall  
26 pay Petitioner, Lost Coast Outpost, \$ 4,562.50;
  - 27 2. County of Humboldt shall provide Lost Coast Outpost with all data/records  
28 that will allow the Lost Coast Outpost to identify the exact geographical

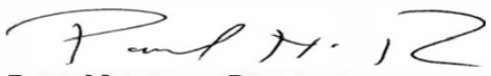
SETTLEMENT AGREEMENT LOST COAST OUTPOST V. COUNTY OF HUMBOLDT ET.AL

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location for the emergency zones delineated by the county as they appear on the Zonehaven Aware website. The data produced should be produced in a shapefile or any other common GIS format used for interchange with geographic information systems.

- 3. Upon full compensation as set forth in Paragraph one (1), Petitioner will stipulate that the pending petition for writ of mandamus (Code of Civil Procedure § 1085) filed in case number CV2200607 shall be dismissed with prejudice as to petitioner.
- 4. The Parties stipulate that the court retains jurisdiction per Code of Civil Procedure § 664.6 to retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.
- 5. Petitioners will file a Judicial Council Dismissal Form within (5) working days of the date the Court signs this Stipulation and Dismissal.

Dated: January 4, 2023



PAUL NICHOLAS BOYLAN  
*Attorney For Petitioner, LOST COAST  
OUTPOST*

Dated: January 3, 2023



GOLDY BERGER  
*Attorney for Respondents, COUNTY OF  
HUMBOLDT and HUMBOLDT COUNTY  
SHERIFF'S OFFICE*

**ORDER ENTERING JUDGMENT  
AND RETAINING JURTISSION**

The Court hereby orders judgment entered, and retains jurisdiction per Civil Procedure Code 664.6, per stipulation between the parties.

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**IT IS SO ORDERED.**

Date: January \_\_\_\_\_, 2023

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JUDGE OF THE SUPERIOR COURT