

HONORABLE BENJAMIN H. SETTLE

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

COLUMBIA RIVERKEEPER,

Plaintiff,

v.

NORTH STAR CASTEEL PRODUCTS, INC.,

Defendant.

Case No. 3:24-cv-05919-BHS

STIPULATIONS AND CONSENT
DECREE

I. STIPULATIONS.

Defendant North Star Casteel Products, Inc. ("North Star") owns and operates an industrial facility at or near 1200 West 13th Street, Vancouver, Washington 98660-2716 (hereinafter the "Facility").

The Washington Department of Ecology ("Ecology") has authorized North Star to discharge stormwater associated with industrial activity from the Facility by issuing North Star coverage under National Pollutant Discharge Elimination System ("NPDES") Permit No. WAR000922 ("Permit").

Plaintiff Columbia Riverkeeper ("Riverkeeper") issued a notice of intent to sue letter dated August 22, 2024 ("Notice Letter"), and filed a Complaint on November 4, 2024, under section 505 of the Clean Water Act ("CWA"), 33 U.S.C. § 1365, alleging that North Star is in violation of certain terms and conditions of its Permit.

1 Riverkeeper's Complaint seeks declaratory and injunctive relief, the imposition of civil
2 penalties, and an award of litigation expenses including attorney and expert fees.

3 North Star and Riverkeeper (individually a "Party" and collectively the "Parties") agree
4 that settlement of this matter is in the best interest of the Parties and the public and that entry of
5 this Consent Decree without additional litigation is the most appropriate means of resolving this
6 action. The Parties agree that this Consent Decree is fair, reasonable, equitable, does not violate
7 the law or public policy, comes within the scope of the pleadings, and furthers the broad
8 objectives upon which Riverkeeper based the Complaint. *See Sierra Club, Inc. v. Elec. Controls*
9 *Design, Inc.*, 909 F.2d 1350, 1355 (9th Cir. 1990).

10
11 Solely for the purposes of this Consent Decree, the Parties stipulate that the Court has
12 jurisdiction over the Parties and the subject matter of this action under section 505(a) of the
13 CWA, 33 U.S.C. § 1365(a).

14
15 North Star and Riverkeeper have each sought and obtained the advice of their own
16 independent legal counsel before agreeing to be bound by this Consent Decree. The Parties
17 acknowledge that they have had the opportunity to freely negotiate the terms of this Consent
18 Decree.

19 North Star represents that the preliminary estimate for the cost of developing and
20 implementing the injunctive relief set forth Paragraph 6.E below to re-route all stormwater at the
21 Facility to ensure the stormwater infiltrates is approximately three hundred thousand dollars
22 (\$300,000).

23
24 Each Party represents and warrants that it is capable of satisfying all obligations and
25 deadlines imposed upon it by this Consent Decree and that it intends to comply with the Consent
26 Decree in good faith.

1 These Stipulations and Consent Decree constitute the entire agreement between the
2 Parties. There are no other or further agreements, written or verbal.

3 The Parties stipulate to the entry of this Consent Decree without trial, adjudication, or
4 admission of any issues of fact or law regarding the claims and allegations set forth in
5 Riverkeeper's Notice Letter and Complaint.
6


7 Riverkeeper and North Star recognize that no consent decree may be entered in a CWA
8 suit in which the United States is not a party prior to forty-five (45) days following receipt of a
9 copy of the proposed consent decree by the United States Attorney General and the
10 Administrator of the United States Environmental Protection Agency ("EPA") pursuant to 33
11 U.S.C. § 1365(c)(3); accordingly, upon the signing of these Stipulations and filing the
12 Stipulations and [Proposed] Consent Decree by the Parties, Riverkeeper will serve copies of the
13 filing upon the United States Attorney General and the Administrator of the EPA.
14

15 If for any reason the Court should decline to enter this proposed Consent Decree as an
16 Order of the Court in the form presented, the Parties stipulate that the Consent Decree and the
17 settlement embodied herein shall be voidable at the sole discretion of either Party. If voided, the
18 Parties may resume litigation or continue negotiations in an attempt to cure any objection raised
19 by the Court to entry of this Consent Decree.
20

21 The signatories for the Parties certify that they are authorized by the Party they represent
22 to enter into these Stipulations and Consent Decree and to legally bind the Party and their
23 successors in interest to these Stipulations and Consent Decree.

24 COLUMBIA RIVERKEEPER

NORTH STAR CASTEEL PRODUCTS, INC.

25 By: 
26 Lauren Goldberg, Executive Director

25 By: 
26 Kurtis Gray, Vice President, CEO

II. ORDER AND DECREE.

THIS MATTER came before the Court upon the foregoing Stipulations of the Parties and joint motion for entry of Consent Decree. Having considered the Stipulations and the terms and conditions set forth below, the Court hereby ORDERS, ADJUDGES, and DECREES as follows:

1. **Jurisdiction.** This Court has jurisdiction over the Parties and the subject matter of this action.

2. **Applicability.** Riverkeeper and North Star are subject to and shall abide by the terms and conditions of this Consent Decree. This Consent Decree shall inure to the benefit of, and be binding upon, the Parties and their successors, assigns, officials, agents, representatives, officers, directors, and employees. Changes in the organizational form or status of a Party shall have no effect on the binding nature of this Consent Decree or its applicability.

3. **No Admission of Liability.** North Star retains the right to controvert in any subsequent proceedings any allegations of fact or law in the Notice Letter or Complaint. Neither this Consent Decree, nor the terms thereof, nor performance of the terms, shall constitute or be construed as an admission or acknowledgment by North Star of any wrongdoing or violation of any law by North Star, its parents, subsidiaries, or affiliates, or by any of their officers, directors, employees, agents, successors, or assigns.

4. **Effective Date.** This agreement shall take effect on the date it is entered as an Order of the Court ("Effective Date").

5. **Termination Date.** The provisions of this Consent Decree shall terminate three (3) years from the Effective Date or upon North Star's compliance with all of the requirements contained in Paragraphs 6.C, 6.D, 6.E.i-ii, 7, and 8 of this Consent Decree, whichever occurs later ("Termination Date").

6. **Injunctive Relief.** North Star shall perform the following terms:

1 A. Beginning upon the Effective Date and continuing either until the
2 Termination Date or until North Star lawfully terminates Permit coverage for the Facility,
3 whichever occurs first, North Star shall fully comply with the terms and conditions of the Permit
4 and any successor NPDES permit authorizing discharges of stormwater associated with
5 industrial activity from the Facility;
6

7 B. While this Consent Decree remains in force, North Star shall, no later than
8 forty-five (45) days following each calendar quarter, send via e-mail to Riverkeeper and
9 Riverkeeper's counsel at the e-mail addresses listed in Paragraph 12 copies of all documents
10 related to stormwater or the Permit that North Star has transmitted to, or received from, Ecology
11 during the previous calendar quarter;
12

13 C. Within one hundred and eighty (180) days of the Effective Date, North
14 Star shall, to the maximum extent practicable, lawfully dispose of or relocate all materials that
15 are a potential source of stormwater pollutants at the Facility that are both (1) not part of the
16 Facility's active operations and/or planned for near-future use, and (2) exposed to stormwater.
17 Any relocation of materials under this Paragraph to another location at the Facility shall be to a
18 location that is not exposed to stormwater. For the purposes of the obligations in this Paragraph,
19 "materials" includes, but is not limited to, drums, totes, barrels, debris, trash, and machinery;
20

21 D. Within ninety (90) days of the Effective Date, North Star shall, to the
22 maximum extent practicable, fit all waste and scrap bins at the Facility that are exposed to
23 stormwater with storm-resistant lids. If fitting all such bins with storm-resistant lids is not
24 practicable, North Star shall relocate all waste and scrap bins at the Facility that are exposed to
25 stormwater to a location not exposed to stormwater; and
26

27 E. North Star shall re-route all stormwater at the Facility to ensure the
28 stormwater infiltrates on-site as follows:

i. Within one hundred and eighty (180) days of the Effective Date, North Star, through a qualified stormwater engineering professional ("Professional"), shall prepare a report ("Infiltration Report") describing the following actions that North Star proposes to take at the Facility:

a. Install a drywell in Drainage Basin 3, depicted on the map attached hereto as Exhibit 1, to collect all stormwater runoff in Drainage Basin 3;

b. Install an infiltration pond/basin in Drainage Basin 6, depicted in Exhibit 1, to collect all stormwater runoff in Drainage Basins 4, 5, and 6, depicted in Exhibit 1;

c. Re-design the rain garden in Drainage Basin 1, depicted in Exhibit 1, to collect all stormwater runoff in Drainage Basins 1 and 2, depicted in Exhibit 1;

d. Plug, remove, or re-route all existing catch basins, drywells, trenches, drains, pumps, outfalls, and similar structures designed to capture or transport stormwater at or below the ground level at the Facility, including those depicted in Exhibit 1 and all other similar structures North Star discovers during the process of creating and implementing the Infiltration Report. In plugging, removing, or re-routing all existing structures as described in this Paragraph, North Star shall prevent all stormwater from flowing through the existing structures unless the existing structures are re-routed to the drywell, infiltration pond/basin, rain garden, or additional measures described in Paragraphs 6.E.i.a, 6.E.i.b, 6.E.i.c, and 6.E.i.e; and

e. Implement all additional measures that the Professional determines are necessary to ensure all stormwater at the Facility infiltrates on-site;

In the Infiltration Report, the Professional shall design the drywell, infiltration pond/basin, rain garden, and additional measures described in Paragraphs 6.E.i.a, 6.E.i.b, 6.E.i.c, and 6.E.i.e (collectively "Stormwater Infiltration Measures") utilizing best management practices

1 (“BMPs”) and guidance from Ecology’s Stormwater Management Manual for Western
 2 Washington (dated July 2024) that the Professional determines, in its professional judgment, are
 3 applicable to those Stormwater Infiltration Measures at the Facility. Also in the Infiltration
 4 Report, the Professional shall sign and certify that, upon implementation of the Stormwater
 5 Infiltration Measures, all stormwater at the Facility will infiltrate on-site, as determined by the
 6 Professional based upon results from the Western Washington Hydrology Model (“WWHM”).
 7 North Star shall share the Infiltration Report with Ecology promptly upon its completion. North
 8 Star shall also share the Infiltration Report with Riverkeeper promptly upon its completion by
 9 sending it via e-mail to Riverkeeper and Riverkeeper’s counsel at the e-mail addresses listed in
 10 Paragraph 12;

11
 12 ii. Either (1) within one (1) year of Ecology’s approval of the
 13 Infiltration Report but no earlier than eighteen (18) months from the Effective Date, or (2) within
 14 three (3) years of the Effective Date, whichever occurs earlier, North Star shall fully implement
 15 all actions in the Infiltration Report; and

16
 17 iii. North Star shall work with Ecology, the City of Vancouver, and
 18 any other entity, as needed, to lawfully permit implementation of the Infiltration Report. In doing
 19 so, North Star shall ensure compliance with all applicable underground injection control (“UIC”)
 20 requirements, if any.

21
 22 7. **Environmental Benefit Projects.** Within seven (7) days of the Effective Date,
 23 North Star shall make a payment in the amount of TWENTY-FIVE THOUSAND DOLLARS
 24 AND NO CENTS (\$25,000.00) to Seeding Justice for its Columbia River Restoration Fund to
 25 support one or more projects that benefit water quality in the Columbia River Basin as described
 26 in Exhibit 2 to this Consent Decree. North Star shall make the payment required by this
 27 Paragraph by check made payable and mailed to Seeding Justice, P.O. Box 12489, Portland,
 28

Oregon 97212, with a copy provided to Riverkeeper at the same time. The payment required by this Paragraph shall bear the notation "Columbia Riverkeeper v. North Star Casteel Products, Inc. Clean Water Act Settlement." North Star shall not direct the payment required by this Paragraph to any other recipient or address unless the Parties seek and the Court issues an order modifying this Paragraph of the Consent Decree.

8. **Reimbursement of Litigation Expenses.** Within seven (7) days of the Effective Date, North Star shall pay Riverkeeper EIGHTY THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND NO CENTS (\$80,593.00) for attorney fees and litigation costs and expenses incurred in this matter. Such payment shall be made by electronic funds transfer or wire transfer to the Oregon IOLTA account maintained by Kampmeier & Knutsen, PLLC, Riverkeeper's attorneys in this case. Within (14) days of the Parties' execution of this Stipulations and [Proposed] Consent Decree, Riverkeeper shall, through Riverkeeper's counsel, send North Star the bank account information North Star needs to make the electronic funds transfer or wire transfer required by this Paragraph. Before finalizing the payment, North Star or its counsel shall contact Brian Knutsen, counsel for Riverkeeper, to confirm the bank account number and routing number of the account designated to receive the payment. North Star shall not direct the payment required by this Paragraph to any other bank account or recipient unless the Parties seek and the Court issues an order modifying this Paragraph of the Consent Decree.

9. **Settlement and Release of Claims.** As of the Effective Date, Riverkeeper releases North Star from all claims alleged in Riverkeeper's Notice Letter and Complaint that accrue or have accrued at the Facility through the Effective Date. As of the Effective Date, Riverkeeper further releases North Star from all other claims for violations of the Permit, known or unknown, that accrue or have accrued at the Facility through the Effective Date that could be asserted under the CWA.

1 10. **Force Majeure.** A force majeure event is any event outside the reasonable
 2 control of North Star that causes a delay in performing the tasks required by this Consent Decree
 3 that cannot be cured by due diligence. Delay in performance of a task required by this Consent
 4 Decree caused by a force majeure event is not a failure to comply with the terms of this Consent
 5 Decree, provided that North Star timely notifies Riverkeeper of the event, the steps North Star
 6 will take to perform the task, the projected time that will be needed to complete the task, and the
 7 measures that have been taken or will be taken to prevent or minimize any impacts to stormwater
 8 quality resulting from delay in completing the task.
 9

10 North Star will notify Riverkeeper of the occurrence of a force majeure event as soon as
 11 reasonably possible but in any case, no later than fifteen (15) days after North Star becomes
 12 aware of the event. In such event, the time for performance of the task will be extended for a
 13 reasonable period of time following the force majeure event.
 14

15 By way of example, and not limitation, force majeure events include:

- 16 A. Acts of God, war, insurrection, or civil disturbance;
- 17 B. Earthquakes, landslides, fires, and floods;
- 18 C. Actions or inactions of third parties over which North Star has no or
 19 limited control;
- 20 D. Unusually adverse weather conditions;
- 21 E. Restraint by court orders or other public authorities;
- 22 F. Strikes;
- 23 G. Any permit or other approval sought by North Star from a government
 24 authority to implement any of the actions required by this Consent Decree where such approval
 25 is not granted or is delayed, and where North Star has timely and in good faith sought the permit
 26 or approval;
 27
 28

1 H. Litigation, arbitration, or mediation that causes delay;

2 I. Epidemics and pandemics; and

3 J. Unforeseeable supply chain issues or delays.

4
5 **11. Retention of Jurisdiction and Dispute Resolution.** This Court retains
6 jurisdiction over this matter and, while this Consent Decree remains in force, this case may be
7 reopened without filing fee so that the Parties may apply to the Court for any further order or
8 relief that may be necessary regarding compliance with this Consent Decree or to resolve any
9 dispute regarding the terms or conditions of this Consent Decree until it is terminated. A
10 precondition to any application to the Court under this Paragraph is that the Parties must first
11 seek to resolve the dispute themselves as follows: (1) the Party identifying or wishing to raise an
12 issue or dispute must provide the other Party a written notice detailing the nature of the issue or
13 dispute; and (2) within thirty (30) days of receipt of such notice, the Parties shall meet and confer
14 in good faith regarding the issue or dispute. If no resolution is reached at that meeting or within
15 thirty (30) days of the written notice, whichever occurs first, either Party may file a motion with
16 this Court to resolve the dispute. In any action to enforce this Consent Decree, the Court shall
17 apply the same standard applied by courts in awarding costs of litigation (including reasonable
18 attorney and expert witness fees) under section 505(d) of the CWA, 33 U.S.C. § 1365(d).
19

20
21 **12. Notice.** All notices and other communications regarding this Consent Decree shall
22 be in writing and shall be fully given by mailing via first-class mail, postage pre-paid; by
23 delivering the same by hand; or by sending the same via e-mail to the following addresses, or to
24 such other addresses as the Parties may designate by written notice, provided that
25 communications that are mailed shall not be deemed to have been given until three business days
26 after mailing:
27
28

For Riverkeeper:

Columbia Riverkeeper
c/o Teryn Yazdani
1125 S.E. Madison Street, Suite 103A
Portland, Oregon 97214
teryn@columbiariverkeeper.org

and

Kampmeier & Knutsen, PLLC
c/o Emma Bruden
1300 S.E. Stark Street, Suite 202
Portland, Oregon 97214
emma@kampmeierknutsen.com

For North Star:

North Star Casteel Products, Inc.
c/o Sterling Gray
1200 W 13th St.
Vancouver, WA 98660
sterlingg@northstarcasteel.com

and

Hellsell Fetterman, LLP
c/o William Enoch
800 Fifth Avenue, Suite 3200
Seattle, Washington 98104
wenoch@hellsell.com

13. **Modifications or Amendments.** This Consent Decree may be modified only upon the written consent of the Parties and the approval of the Court.

IT IS SO ORDERED.

Dated July 8th, 2025.



HONORABLE BENJAMIN H. SETTLE
UNITED STATES DISTRICT JUDGE

Presented by:

KAMPMEIER & KNUTSEN, PLLC

By: s/Emma Bruden
Emma Bruden, WSBA No. 56280
Brian A. Knutsen, WSBA No. 38806
1300 SE Stark Street, Suite 202
Portland, Oregon 97214
Telephone: (503) 841-6515 (Knutsen)
(503) 719-5641 (Bruden)
Email: brian@kampmeierknutsen.com
emma@kampmeierknutsen.com

Attorneys for Plaintiff Columbia Riverkeeper

1 HELSELL FETTERMAN LLP

2 By: s/William J. Enoch

3 William J. Enoch, WSBA No. 55967

4 Scott D. Johnson, WSBA No. 22956

5 800 Fifth Avenue, Suite 3200

6 Seattle, Washington 98104

7 Telephone: (206) 689-2110

(206) 689-2116

8 Email: sjohnson@helsell.com

wenoch@helsell.com

9 *Attorneys for Defendant North Star Casteel*
10 *Products, Inc.*

Exhibit 1

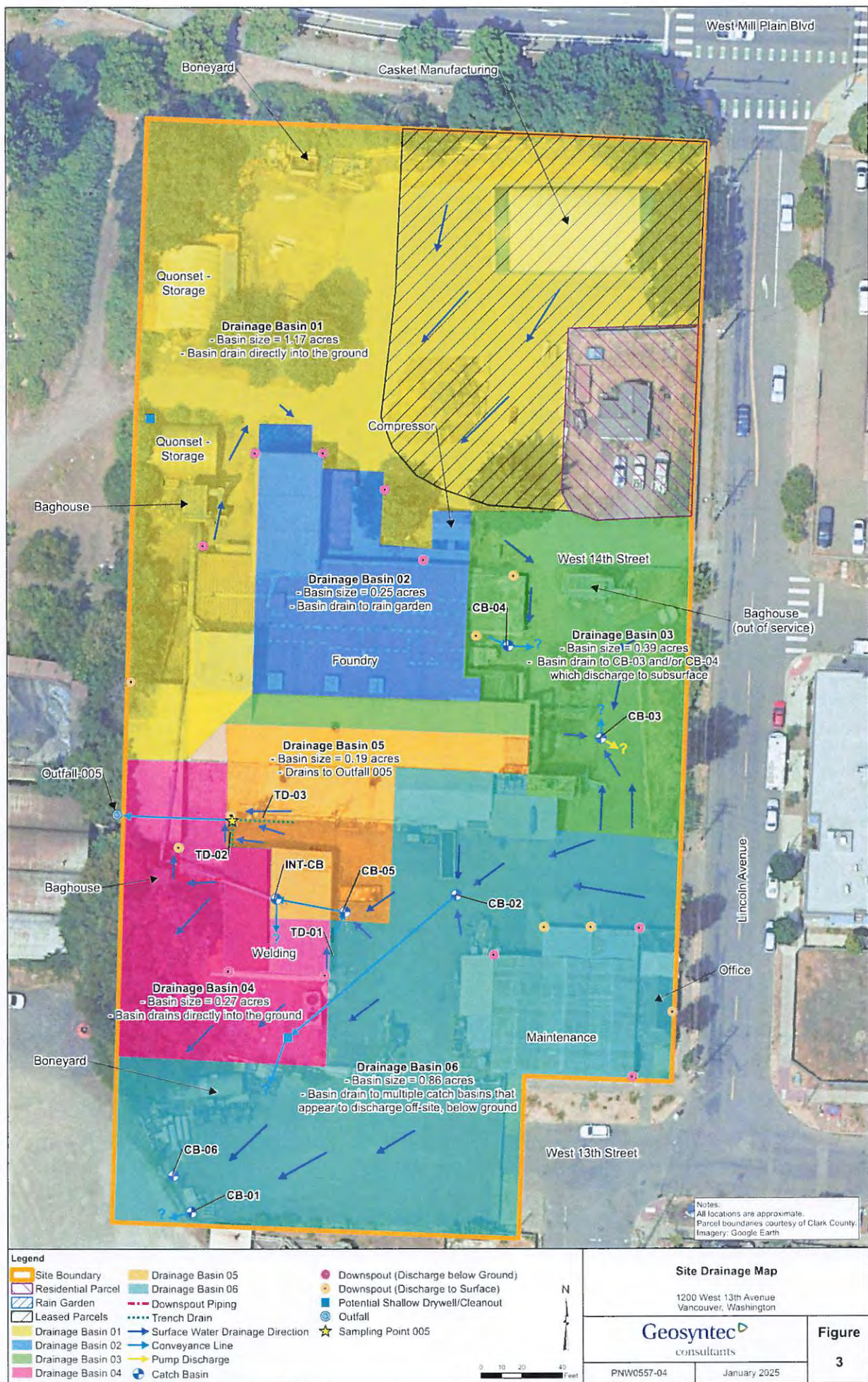


Exhibit 2



May 5, 2025

Peter McVeigh, Citizen Suit Coordinator
United States Department of Justice
Environmental & Natural Resources Division
Law & Policy Section
P.O. Box 7415
Ben Franklin Station
Washington, D.C. 20044-7415

Re: *Columbia Riverkeeper vs. North Star Casteel Products, Inc.*, Case No. 3:24-cv-05919-BHS

Dear Mr. McVeigh,

This letter is intended to provide assurances that I have received and reviewed the proposed Consent Decree between Columbia Riverkeeper and North Star Casteel Products, Inc. (North Star) and that I am authorized by my Board of Directors to make the following binding commitments on behalf of Seeding Justice.

1. Seeding Justice has read the proposed consent judgment/agreement;
2. Seeding Justice will spend any monies it receives under the proposed judgment/agreement for the purposes specified in the judgment/agreement;
3. Seeding Justice will not use any monies received under the proposed consent judgment/agreement for political lobbying activities; and
4. Seeding Justice will submit to the Court, the United States, and the parties a letter describing how the SEP funds were spent.

Seeding Justice for Communities and the Environment

Seeding Justice is a 501(c)(3) public charity (Tax ID No. 93-0691187). Its mission is to build collective power by transforming philanthropy and funding movements, in the pursuit of justice and liberation for all communities. To fulfill this mission, Seeding Justice conducts the following activities:

- Raise money to award as grants to qualified non-profit organizations conducting charitable operations. Seeding Justice does not support lobbying activities that are prohibited by Section 501(c)(3) of the IRS Code, and no portion of the North Star settlement funds shall be used to support any political lobbying activities whatsoever.
- Facilitate grantmaking for community-led funds (such as the Columbia River Restoration Fund), and provide resources for community-based projects and immediate aid during and after climate related emergencies (such as wildfires) and the COVID-19 pandemic.
- Leverage relationships and network connections in the philanthropic sector to fund progressive social change movements and community-based groups.

Specifically, Seeding Justice will use money received under the proposed judgment/agreement to provide grants under Seeding Justice's Columbia River Restoration Fund for proposed projects that will benefit water quality of the Columbia River and its tributaries.

Seeding Justice is governed by a Board of Directors. Grant applicants to the Columbia River Restoration Fund are required to submit written proposals, which must include at a minimum specific information about the goals, activities and project outcomes of the proposed project, background about the charitable applicant, budget information, and a specific funding request.

Applications are first screened by Seeding Justice staff, then evaluated by a grantmaking committee composed of environmental justice activists and organizers. After we receive applications, we may require additional information in order to fully evaluate them.

The Board of Directors has final approval of the grant slate and Seeding Justice requires all projects to submit final reports within one year of receipt of the grant award. Reports describe the work conducted under the grant, thereby providing an accountability mechanism over funds awarded. Annual audits by a certified public accounting firm are posted on Seeding Justice's website: seedingjustice.org.

I hope this provides the information you require. Please do not hesitate to contact me with any questions.

Sincerely,

Signed by:

Se-ah-dom Edmo

Se-ah-dom Edmo

Shoshone-Bannock, Nez Perce and Yakama

Executive Director

seahdom@seedingjustice.org