

1 UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF OREGON
3 PORTLAND DIVISION

4 **Case 3:24-cv-00755-JR**

5 **David White, Pro Se**
6 **18965 NW Illahe St,**
7 **Portland OR.**
8 dave@salmonprotectiondevice.com

MEMORANDUM OF POINTS
United States Magistrate
Judge Jolie A. Russo

9
10
11 **vs.**

12
13 **Defendant 1. (D1)**
14 **Dave Coffman, as geoscientist**
15 dcoffman@res.us
16 **Resource Environmental Solutions,**
17 **Corporate Headquarters – Houston**
18 **6575 West Loop South, Suite 300**
19 **Bellaire, TX 77401**
20 **713.520.5400 x6134**

21 **Defendant 2. (D2)**
22 **Mark Bransom in his capacity as Chief Executive Officer of**
23 **Klamath River Dam Renewal Corp.**
24 info@klamathrenewal.org

25 **Defendant 3 (D3)**
26 **Klamath River Renewal Corporation**
27 **2001 Addison Street, Suite 317**
28 **Berkeley, CA 94704**
29 **Phone: 510-560-5079**

30
31

Legal Counsel for D2 and Klamath River Renewal Corporation (KRRC),
32 **(D3)**

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17 Telephone: 510.296.5589
18 *Attorneys for Defendants Mark Bransom and*
19 *Klamath River Renewal Corporation*

20

21

Table of Authorities

22

18 USC 3 accessory after the fact.

23

16 USCA § 1532(19); see also Goble, D. D.; George, S. M.; Mazaika, K.;

24

Scott, J. M. & Karl, J. (1999) "Local and national protection of endangered species: An assessment," Environmental Science & Policy, 2, pp. 43-59.

25

26

18 U.S. Code § 41 - Hunting, fishing, trapping; disturbance or injury on wildlife refuges.

27

28

AMENDED

29

Background:

30

Defendants' legal Counsel has not filed a response to any pleading of

31

32

Plaintiff within the allotted time period. Nor have they asked for an

33

1 extension of time to file. The previous Case 1:23-cv-00834-AA was
2
3 dismissed because “this Court lacks subject matter jurisdiction over
4
5 Plaintiffs' claim”. However, in case 3:24-cv-00755-JR this district federal
6
7 court does not lack jurisdiction because of the FERC document 20180315-
8
9 3093 (FERC) violations.

10
11 Plaintiff requests the Honorable Federal Judge Nelson to stay the FERC
12
13 document 20180315-3093 for the purposes of this case. Only this filing
14
15 may be used in this case when talking about the FERC document.

16
17 Plaintiff received an email from D2 and D3 legal saying their clients were
18
19 following the FERC document. However, D2 and D3 clearly were not
20
21 following the FERC document.

22 23 **Executive Summary**

24
25 The FERC document from 2018 is the overriding document for the transfer
26
27 of the Klamath River Dam System from Pacific Corps to Klamath River
28
29 Renewal Corporation for purpose of removal. Plaintiff reviewed 20180315-
30
31 3093 (FERC) mentioned by D23LC and found twenty-five illegitimate,
32
33 nonsensical items that are spurious because they were either never
34

1 performed by defendants, were performed in a perfunctory manner, or were
2
3 simply not true.

4
5 In short, the FERC document agreement has been violated repeatedly by
6
7 D2 and D3. It follows that D2 and D3 are not, in fact, abiding by the terms
8
9 of the FERC document as stated by D23LC, and are therefore engaged in
10
11 illegal destruction of public property.

12
13 If perfect justice were executed, they would be required to replace the 3
14
15 dams they have thus far illegally destroyed. At the very least, they should
16
17 be made to cease and desist their vandalism of the Iron Gate Dam
18
19 immediately.

20
21 Here is the definition of mitigation from Merriam-Webster. "the act of
22
23 mitigating something or the state of being mitigated: the process or result of
24
25 making something less severe, dangerous, painful, harsh, or damaging."

26
27 <https://www.merriam-webster.com/dictionary/mitigation>. In addition to

28
29 impending floods, over 2,000 fish (including endangered Salmon) and a
30
31 herd of elk were killed without permits, and arsenic and other contaminants
32

1 are now contaminating the atmosphere. Plaintiff moves the court for a
2
3 ruling that D2 and D3 proceeded with little or no mitigation. D1 is an
4
5 accessory after the fact for these crimes. D2 and D3 we're not following the
6
7 FERC document, with 25 items presented below which are technical
8
9 nonsense, as mentioned above. Therefore, among other
10
11 items plaintiff moves the honorable federal Judge Nelson to an
12
13 adjudication of criminal charges that may be brought on Defendants and an
14
15 adjudication which suggests the FERC document is null and void for the
16
17 purposes of this case. Plaintiff forwarded it to the FERC legal department in
18
19 an email on May 16th 2024 and inquired what level in the Federal judiciary
20
21 is eligible to rule the FERC Document null and void.

22
23 Pacific Corp has licensed the overall Klamath project since the 1950's. Just
24
25 before and during that time most other dams in the Northwest had fish
26
27 ladders installed.

28
29 Plaintiff will file a separate complaint against Pacific Corp.
30

1 As mentioned in this case complaint, over a three-day period Plaintiff
2 distributed 500 documents at the Holiday Supermarket in Klamath falls
3 which demonstrated the need to dredge behind the dams as the logical
4 alternative to dam removal. All 500 agreed, except for only 1 person who
5 disagreed. While in Klamath falls, Plaintiff visited the State Police office and
6 talked to an on-duty State Policeman. Plaintiff asked what would happen if
7 Plaintiff was caught with 100 fish bloating in the sun. The deputy
8 answered “you would still be in jail.” Plaintiff asks the Court for adjudication
9 of criminal charges that may be brought against defendants admitting to
10 killing 2,000 fish left bloating in the sun who have not been charged with
11 any crime and are not in jail.
12
13
14
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16
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21

22 To summarize, the FERC document is not worth the paper it is written on. It
23 is complete untruthful and inaccurate as detailed below. To the best of our
24 knowledge, the defendants are still working on destroying the Iron Gate
25 dam during the pendency of this case.
26
27
28
29

30 **End of Executive Summary**

31
32 The following link should be known as “the FERC document” document:

1
2 https://elibrary.ferc.gov/eLibrary/search?q=searchtext%3D*%26searchfulltext%3Dtrue%26searchdescription%3Dtrue%26datetype%3Dfiled_date%26startdate%3D1904-01-01%26enddate%3D2022-02-11%26docketnumber%3D%26subdocketnumbers%3D%26accessionnumber%3D20180315-3093%26efiling%3Dfalse%26alldates%3Dtrue
3
4
5

6
7 In the following section Plaintiff exposes 25 fraudulent items in the FERC
8
9 document.

- 10 1. Item (f) states: “the Renewal Corporation, the States, and PacifiCorp
11
12 agree that no order of a court or the Commission is in effect that
13
14 would prevent facilities removal;”

15
16 Response: However, this doesn’t prevent any future case such as
17 3:24-cv-00755-JR from being ruled on.

- 18
19 2. Item (e) states: “the Renewal Corporation, the States, and PacifiCorp
20
21 are each assured that their respective risks associated with facilities
22
23 removal have been sufficiently mitigated consistent with Appendix L.”

24
25 Response: To make it very difficult to check, Appendix L is not
26
27 included in the document, and is thus requested for discovery.

28
29 Obviously, mitigation has not occurred because of impending floods,
30
31 over 2,000 fish (including endangered Salmon) and a herd of elk
32
33 killed without permits. Arsenic and other contaminants now blowing
34
35 in the wind to threaten both animal and human life throughout
36
37 Southern Oregon and Northern California. Therefore, in accordance

1
2 with the document no removal of the dams is allowed and “Renewal
3
4 Corporation,” so-called, is proceeding with dam removal in contempt
5
6 of law!

7
8 3. The document lists no urgency for dam removal.

9
10 4. The J.C. Boyle development according to item (d) on page 26 has
11
12 “(d) a 569-foot-long pool and weir fishway;”

13
14 Response: Clearly this dam just needed dredging to keep the fish
15
16 ladder (fishway) in good operating order. Dredging operations remain
17
18 effective for at least 50 years.

19
20 5. Item 7 page 3: “PacifiCorp evaluated the mandatory fishway
21
22 prescriptions, section 4(e) mandatory conditions, and Commission
23
24 staff’s recommended conditions for relicensing, which it determined
25
26 together would cause the project to operate at an annual net loss.”

27
28 Response: How could one project at a dam that was producing
29
30 power, and a project of 4 dams, producing 163 megawatts per
31
32 annum, leave Pacific Corp with a net operating loss?

33
34 6. This is fuzzy accounting at best; it does not require advanced
35
36 economics to calculate. According to the Government
37

1 Accounting Office (GAO) the average fishway and
2
3 pool costs \$6.3 million to construct and \$26,000 a year to operate.

4
5 <https://www.gao.gov/assets/rced-91-104.pdf>
6

7
8 This is clearly miniscule compared to Pacific Corps' annual operating
9
10 profit from the entire project.

- 11 7. Pacific Corp was untruthful in 2005 stating it would cost \$250 million
12
13 to install fish ladders at the Klamath River Dams.

14
15 [https://waterwatch.org/pacificcorp-loses-challenge-of-fish-ladders-
16 over-dams/](https://waterwatch.org/pacificcorp-loses-challenge-of-fish-ladders-over-dams/)
17

- 18 8. Item 9 on page 3 states: "Congress, however, did not enact the
19
20 required legislation by January 2016, which triggered the Settlement
21
22 Agreement's dispute resolution procedures. Following several dispute
23
24 resolution meetings, Oregon, California, Interior, Commerce, and
25
26 PacifiCorp proposed amendments to the Settlement Agreement that
27
28 would eliminate the need for federal legislation and instead achieve
29
30 dam removal through a license transfer and surrender process."

31
32 Response: This is utter nonsense. The reason the U.S. Congress
33
34 didn't act is because they don't approve of Dam removal. Dam
35
36 removal is clearly not the will of the majority of people in the Klamath
37
38 Basin. But defendants were determined to circumvent the law by
39

1 misrepresenting themselves as competent scientists to a well-
2 meaning, but ill-informed committee. There is no such legitimate
3 agreement like this which can usurp and defy the will of the people of
4 Oregon and the U.S. Congress.
5
6
7

- 8
9 9. Item 21 on page 7 states: “They state that removal of the dams will
10 restore over 400 miles of salmon habitat in the Klamath River, which
11 in turn will result in improvements in human health in their
12 communities, including decreased rates of diabetes and heart
13 disease.”
14
15
16
17

18
19 Response: There is absolutely no actual science which would prove
20 removing dams would “result in improvements in human health in
21 their communities, including decreased rates of diabetes and heart
22 disease.” This is junk science at best or simply a fanciful inference! If
23 they want decreased rates of diabetes and heart disease they should
24 exercise and stop eating junk food. Enzyme to fix type 1 diabetes.
25
26
27
28

29
30
31 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3099227/>
32

33 However, there *is* confirmed data of arsenic in the silt which is deadly
34 to all animal and human life forms due to dust created and blowing in
35 the wind from drying silt. This is a health crisis of cataclysmic
36 proportions that defendants’ have visited upon the state of Oregon
37
38
39

1
2 due to their failure to fulfill contractual obligations under the FERC
3
4 agreement. KRRC should have dredged behind the dams to remove
5
6 the contaminated silt before it dried up. This is one more of many
7
8 mitigation options which was not executed, thereby violating that
9 agreement (the document) -- Thus, D2 and D3 proceeded illegally
10
11 with removal of the dams.

- 12
13 10. Item 21 on page 8 states: "They indicate that many tribal
14
15 members also rely on salmon and other anadromous fish for their
16
17 livelihoods, and the Yurok Tribe hopes that dam removal will allow it
18
19 to reestablish its commercial fishery, which ceased operation in 2016
20
21 due to low salmon returns".

22
23 Response: This could have been easily remedied in 2005 with a fish
24
25 ladder installation on Iron Gate and other Dams and dredging behind
26
27 the dams. This would have restored the Salmon runs by 2010-2012.

28
29 Legitimate scientists would have started by performing mitigation
30
31 brainstorming sessions with well-informed scientists and stakeholders
32
33 and documenting every possible scenario. Three prominent areas
34
35 were not mitigated:

- 36
37 a. Killing of wildlife.

- 1 b. Arsenic and other contaminants in the silt which is drying and
2 blowing in the wind. Humans and other animals are breathing
3 these contaminants.
4 c. Flooding the Yakama valley every spring after removal of Iron
5 Gate dam. This link has images of annual flooding prior to Iron
6 Gate dam installation. This is what we'll be seeing every year if
7 defendants are permitted to complete their illegal destruction of
8 public property with no regard for the property of others.
9
10 on <https://www.cityofwestsacramento.org/government/departments/city-manager-s-office/flood-protection/know-your-flood-hazard/flood-history>

11
12
13
14
15
16
17
18
19 11. Item 22 is junk science. No proof is given for those inferences.

20
21 12. Item 23 regarding restoration of fish runs.

22 Response: This makes no sense. No proof is given for anything in
23 this section. In actuality the opposite is true. The fishing has been
24 decimated, with silt and mud everywhere and no cleanup; as the mud
25 dries the wind carries contaminants into the atmosphere, poisoning
26 the lungs of human and animal alike.
27
28
29
30
31

32
33 13. Item 24 is truthful with this statement in it: "Many question
34 whether the Renewal Corporation is technically and financially
35 capable of operating the project, removing the developments, and
36
37

1
2 restoring the environment.”

3
4 Response: Plaintiff shares this view which is proved in defendant’s
5
6 egregious assaults on Oregon’s fragile environment with what has
7
8 transpired since the project began.

9
10 14. Items 24-30 of the FERC document, which defendants claim to
11
12 be following, are the very valid concerns of local stakeholders that
13
14 have now come to pass.

15
16 Response: The FERC commission obviously ignored these concerns
17
18 and the defendant pseudoscientists performed virtually no mitigation
19
20 whatsoever to address these valid concerns.

21
22 Plaintiff refers to D1 and D2 as pseudoscientists because they clearly
23
24 operate on a scientific belief system and not an open-mind scientific
25
26 system as required by the scientific method.

27
28 15. Items 35 through 37 of the FERC report asserts that the
29
30 Commission didn’t care about the valid concerns even though they
31
32 knew about them.

33
34 Response: They should have stopped the project until the concerns
35
36 were mitigated, but they proceeded illegally. This is gross negligence,
37

1 if not criminal.

2
3 16. Item 53 page 16 requires a detailed plan D2 and D3 were to
4 provide to FERC.
5

6 Response: Where is the plan? Plaintiff requests this detailed plan as
7
8 one item for discovery.
9

10
11 17. Item 55 on page 17 details the money received by D2 and D3.

12 Response: Anything above the \$30 million sought in the complaint
13
14 filed in this case must be returned to the entities which provided the
15
16 money except for 10% to the whistle blower, the Plaintiff. Plaintiff
17
18 requests the trust accounts amounts be transferred to Salmon
19
20 Protection Device and be dissolved thereafter.
21
22

23 18. Items 55 to 68 detail project cost estimates.
24

25 19. Item 69 states: "Additionally, the Renewal Corporation stated
26
27 that AECOM, the contracting company secured by the Renewal
28
29 Corporation to develop the Definite Plan, is working to develop a risk-
30
31 management plan that will identify all potential project risks and
32
33 develop mitigation strategies to avoid and reduce the impact of
34
35 unexpected events associated with facilities removal. As part of the
36
37 risk-management plan, AECOM is developing a risk register to assist

1
2 in identifying potential risk elements, their likelihood, and expected
3
4 consequences.”

5
6 Response: However, earlier in the document FERC required
7
8 D3 to develop a mitigation plan prior to dam removal. D3 then made
9
10 AECOM responsible for the delinquent mitigation plan. Therefore,

11
12
13
14 20. The conclusion didn't take into account any valid concerns of
15
16 local stakeholders listed in the document.

17
18 21. Item 2 on page 25 proves that J.C. Boyle dam had a fish
19
20 ladder.

21 Response: Dredging on the upstream side of the dam would have
22 kept the fish ladder working for at least another 50 years. Total cost
23 of dredging all 4 dams and putting a fish ladder on Iron Gate dam
24 would have been less than \$150 million and could have been paid for
25 by Pacific Corp over a ten-year period. But the only thought of these
26 outsiders is destruction of a priceless conservation heritage left to us
27 by the Oregon Pioneers.

28
29 22. Copco No. 1 didn't have a fish ladder.

30
31 Response: It would have cost \$6.3 million to install a fish ladder and
32 \$30 million to dredge behind the dam. The Copco No. 2 and Iron
33 Gate dams are similar in that they don't have fish ladders.

34
35 23. Item 53 on page 30 states: Pacific Corp, the licensee, must put
36 permanent deer fences up to prevent problems.
37

1 Response: This precaution did not occur due to gross negligence,
2 making Pacific Corp responsible for the Elk Herd deaths on the
3 project as well.
4

5 24. Article 58 page 31 states: "Pacific Corp, the licensee, must for
6 the conservation and development of fish and wildlife resources,
7 construct, maintain, and operate, or arrange for the construction,
8 maintenance, and operation of such facilities and comply with such
9 reasonable modifications of the project structures and operation as
10 may be ordered by the Commission upon its own motion or upon the
11 recommendation of the Secretary of the Interior, Oregon State Game
12 Commission, or California Department of Fish and Game, after notice
13 and opportunity for hearing and upon findings based on substantial
14 evidence that such facilities and modifications are necessary and
15 desirable, reasonably consistent with the primary purpose of the
16 project, and consistent with the provisions of the Act."
17
18

19 Response: This includes fish ladders. Pacific Corp knew about this
20 requirement. As stated in previous points Pacific Corp was untruthful
21 in asserting it would cost \$250 million to install fish ladders. Pacific
22 Corp must now be required to pay for the installation of a fish ladder
23 on the Iron Gate Dam as soon as possible and pay for a salmon
24
25
26
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38

1 Protection Device to fix the downstream fish ladder entrance
2
3 (salmonprotectiondevice.com). A complaint against Pacific Corp is
4
5 underway.

6
7 25. Article 72 on page 32 and 33 states: Pacific Corp, the licensee,
8
9 is allowed to spread any net operating loss (NOL) over many years.

10
11 Response: Therefore, Pacific Corp had no reason to not install fish
12
13 ladders in 2005 which would have restored all fish runs within no
14
15 longer than seven years.

16
17 Had this been accomplished, everyone in the Klamath Basin would
18
19 now be happy with the Salmon and other fish runs restored, and flood
20
21 control with abundant, cheap, clean energy still being provided.

22
23
24 Plaintiff mentioned residence time of atmospheric carbon
25
26 dioxide. Residence time is like standing water in
27
28 a kitchen sink with the drain plugged. The water resides for a longer
29
30 period of time.

31
32 Retention time is the same idea as residence time. The average
33
34 residence time for carbon dioxide is the average time a molecule of
35
36 carbon dioxide, for example, stays in the troposphere, according to
37
38 more than 160 PhD's in 19 published manuscripts summarized in one
39

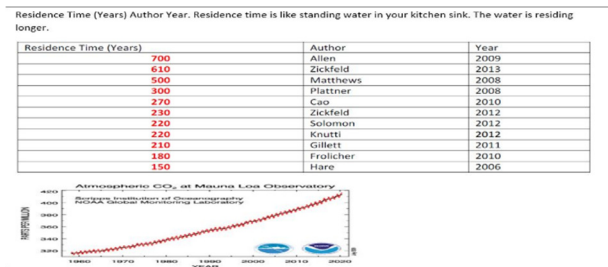
1 published manuscript. Anything we have done or will do with
 2 emissions of carbon dioxide will take 150 years to have any effect.

3
 4
 5 Proof is a number of major events which would have lowered
 6 atmospheric

7
 8
 9 carbon dioxide worldwide for which there is still no effect in the
 10 carbon dioxide rise data.

- 11
- 12
- 13 ➤ Oil embargo in the 1970's, for almost two years the worldwide carbon
- 14 dioxide emissions would have dropped by 90%.
- 15 ➤ Multiple recessions, each one of which the worldwide carbon dioxide
- 16 emissions would have decreased by 40% for at least one year.
- 17 ➤ Worldwide recession in 2009. A 70% reduction in emissions of
- 18 carbon dioxide for almost two years.
- 19 ➤ COVID-19 pandemic. A 6% reduction in emissions for 1.5 years.

20 You can clearly see no signature from these events in the NOAA data.



21
 22 Unrealized Global Temperature Increase: Implications of Current
 23 Uncertainties, Schwartz, S. E. J. Geophys. Res. , 2018, doi:
 24 10.1002/2017JD028121.

25
 26 Press release sent out about this complaint on May 16th, 2024
 27 [https://www.einpresswire.com/article/712204312/lawsuit-filed-and-](https://www.einpresswire.com/article/712204312/lawsuit-filed-and-accepted-in-federal-court-to-stop-removal-of-the-klamath-river-dams-in-western-oregon)
 28 [accepted-in-federal-court-to-stop-removal-of-the-klamath-river-dams-in-](https://www.einpresswire.com/article/712204312/lawsuit-filed-and-accepted-in-federal-court-to-stop-removal-of-the-klamath-river-dams-in-western-oregon)
 29 [western-oregon](https://www.einpresswire.com/article/712204312/lawsuit-filed-and-accepted-in-federal-court-to-stop-removal-of-the-klamath-river-dams-in-western-oregon)

1 Next door post has 1200 views already

Your post is getting attention from neighbors!

Trusted neighbors like you are making a difference in the neighborhood. What will you share next?

Your post: The western Oregon Dams need dredging behind them not blown up!



[Create new post](#)

2

3

4

5 Plaintiff requests these requested rulings are to be postponed its

6

7 disposition until trial considered by the court at the

8

9 appropriate time.,

10

11 New Rulings requested:

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1. Plaintiff moves the honorable federal Judge Jolie A. Russo to a ruling that D23LC must provide to Plaintiff the discovery plaintiff already requested and D23LC refused. Please rule they are in violation of standard court procedure and must give every request of discovery to Plaintiff in a timely fashion. Time is of the essence.
2. Plaintiff moves the honorable federal Judge Jolie A. Russo to a ruling that the detailed “mitigation” plan must be provided to Plaintiff as a discovery request.
3. Plaintiff moves the honorable federal Judge Jolie A. Russo to a ruling that KRRC is responsible for this non-mitigation described in the items presented above.
4. Plaintiff moves the honorable federal Judge Jolie A. Russo to a ruling that anything above the \$30 million sought in the complaint filed in this case must be returned to the entities which provided the money except for 10% given to the whistle blower, the Plaintiff. Plaintiff requests the trust accounts amounts be transferred to Salmon Protection Device and be dissolved thereafter.

1 5. Plaintiff requests a ruling from Judge Russo that D3 is still
2
3 responsible for this non-mitigation debacle.
4
5

6

A handwritten signature in black ink, appearing to read "D. White", with a stylized flourish at the end.

7

8 David C. White Pro Se. 5/22/2024