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 13 CITY OF SAN BUENAVENTURA

EXEMPT FROM FILING FEES PURSUANT
 TO GOVERNMENT CODE SECTION 6103

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 15 COUNTY OF LOS ANGELES

16 SANTA BARBARA CHANNELKEEPER, a
 17 California non-profit corporation,

Case No. 19STCP01176

18 Petitioner,

Judge: Hon. William F. Highberger

19 v.

**STIPULATION AND REQUEST FOR
 STAY; [PROPOSED] ORDER**

20 STATE WATER RESOURCES CONTROL
 21 BOARD, et al,

22 Respondents.

23 CITY OF SAN BUENAVENTURA, et al.,

Date: March 11, 2022

24 Cross-Complainant,

Time: 9:00 a.m.

25 v.

Dept.: 10

26 DUNCAN ABBOTT, an individual, et al.,

Action Filed: Sept. 19, 2014

27 Cross-Defendants.

Trial Date: March 16, 2022

STIPULATION

1
2 Defendant and Cross-Complainant the City of San Buenaventura (Ventura) and Cross-
3 Defendants Casitas Municipal Water District (Casitas), the City of Ojai (Ojai), and the members
4 of the East Ojai Group, Cross-Defendants The Thacher School; Friend’s Ranches, Inc.; Topa
5 Ranch & Nursery, LLC; Finch Farms, LLC; Red Mountain Land & Farming, LLC; Thacher
6 Creek Citrus, LLC; The Finch Family Trust; James P. Finch; Robert Calder Davis, Jr.; Robert
7 Calder Davis, Jr., TTEE of Trust Owned Properties; Sharon H. Booth, Trustee of The Survivor’s
8 Trust Created Under Declaration of Trust of Richard G. Booth and Sharon H. Booth Dated July
9 10,1980; David Robert Hamm; Reeves Orchard, LLC (collectively, the East Ojai Group or
10 “EOG”), (collectively the Parties, and each individually Party), hereby stipulate as follows:

RECITALS

11
12 1. On September 19, 2014, Plaintiff Santa Barbara Channelkeeper (Channelkeeper)
13 filed a Complaint and Petition for Declaratory Relief and a Writ of Mandate pursuant to Code of
14 Civil Procedure section 1085 in the County of San Francisco Superior Court (Case No. CPF-14-
15 513875) against Ventura and Respondent State Water Resources Control Board. This action is now
16 pending in the Superior Court for Los Angeles County before the Honorable William F.
17 Highberger.

18 2. On January 2, 2020, Ventura filed its operative Third Amended Cross-Complaint
19 (TACC) in this action requesting a comprehensive adjudication of the surface waters of the Ventura
20 River Watershed (Watershed), including the Ventura River and its tributaries and a comprehensive
21 adjudication of the Watershed’s four groundwater basins, the Lower Ventura River Basin, the
22 Upper Ventura River Basin, the Ojai Valley Basin (Ojai Basin), and the Upper Ojai Valley Basin
23 (collectively, Basins).

24 3. On June 21, 2021, the Court bifurcated the trial of this matter and set the first phase
25 of trial on the boundaries of the Watershed and the Basins and interconnectivity within the
26 Watershed for February 14, 2022.

27 4. On January 13, 2022, the Court entered an order establishing (1) the boundaries of
28 the Watershed, as defined by the U.S. Geological Survey National Hydrography Dataset and

1 Watershed Boundary Dataset and (2) the boundaries of the Basins, as defined by the California
2 Department of Water Resources in Bulletin 118.

3 5. On January 20, 2022, the Court continued the first phase of trial to March 16, 2022.

4 6. On March 10, 2022, the Court continued the first phase of trial to March 21, 2022.

5 7. To avoid the unnecessary expenditure of judicial and party resources, the Parties
6 stipulate to the facts and terms set forth below. The Parties do not intend this stipulation to concede
7 jurisdiction over the rights of Cross-Defendants in the Ojai Basin, or any substantive or procedural
8 matter in this case other than the fact that is the subject of this stipulation. This stipulation preserves
9 all rights and arguments by all parties to the litigation and is intended only to address a limited
10 stipulated fact.

11 8. Ojai and Casitas contend that there is a perched aquifer within the Ojai basin that is,
12 under certain hydrologic conditions, connected to San Antonio Creek, a tributary to the Ventura
13 River, but the majority of the groundwater pumping within the Ojai basin is from the confined
14 aquifer, and pumping from the confined aquifer does not reduce the flows in San Antonio Creek,
15 and Ventura disputes those contentions.

16 9. Ventura contends that there is no perched aquifer within the Ojai Basin and that the
17 entire Ojai Basin is interconnected with San Antonio Creek, a tributary to the Ventura River, and
18 its tributaries, and Ojai and Casitas dispute those contentions.

19 TERMS

20 IT IS HEREBY STIPULATED that:

21 1. Within the boundaries of the Ojai Basin, specifically a portion geographically
22 located in the southern and western part of the Ojai Basin (the Stipulated Area), there is a
23 hydrologic connection, under certain hydrologic conditions, the lateral and vertical extent of
24 which is disputed, between groundwater and the surface waters and/or subsurface waters flowing
25 within known and defined channels of (1) San Antonio Creek (which is tributary to the Ventura
26 River) and (2) the tributaries to San Antonio Creek. The Parties dispute the exact nature and
27 extent of the Stipulated Area, the exact nature and extent of interconnection in the Stipulated
28 Area, and the hydrologic relationship between the Stipulated Area and other portions of the Ojai

1 Basin, if any. The Parties further dispute whether portions of the Ojai Basin outside of the
2 Stipulated Area are hydrologically connected to surface waters and/or subsurface waters flowing
3 within known and defined channels of San Antonio Creek and/or its tributaries. The Parties do
4 not stipulate that this connection establishes “connectivity” within the meaning of Phase One and
5 does not impact the dispute over the alleged pueblo rights. In accordance with Paragraph 3
6 below, the Parties expressly reserve these and all other disputes for trial.

7 2. To resolve one of the factual issues presented in the Phase One Trial, the Parties
8 stipulate that in the Stipulated Area of the Ojai Basin there is a hydrologic interconnection, under
9 certain hydrologic conditions, the lateral and vertical extent of which is disputed, between
10 groundwater and surface waters or subsurface waters flowing within known and defined channels
11 and that groundwater from the Stipulated Area discharges to San Antonio Creek. The Parties do
12 not intend for this stipulated fact to resolve Phase One of this trial. As explained in Paragraph 3
13 below, all other factual and legal issues, including the legal significance of this stipulated fact, are
14 reserved.

15 3. The Parties reserve all other factual and legal claims, including the legal
16 significance of the stipulated fact, and reserve all rights to contest all other factual or legal issues
17 at a continued Phase One Trial or at any future phase of trial, as may be necessary, including, but
18 not limited to: (a) the exact nature and lateral and vertical extent of the Stipulated Area and
19 whether there is any interconnection between the Stipulated Area and other portions of the Ojai
20 Basin; (b) whether there is any interconnection between groundwater and surface water or
21 subsurface water in portions of the Ojai Basin outside of the Stipulated Area; (c) whether any
22 specific surface water diversion impacts groundwater in the Ojai Basin; (d) whether production
23 from any specific groundwater well located in the Ojai Basin impacts surface water in the Ojai
24 Basin or the Ventura River Watershed; (e) whether any groundwater pumping in the Ojai Basin,
25 even on a collective basis, impacts the Stipulated Area; (f) whether any groundwater pumping in
26 the Ojai Basin, even on a collective basis, impacts surface water in the Ojai Basin or the Ventura
27 River Watershed; (g) whether the Court has jurisdiction over groundwater rights in the Ojai
28 Basin; (h) the legal significance of the stipulated fact, including the causal connection, if any, to

1 the allegations in the TACC and to the application of Code of Civil Procedure section 830, et
2 seq.; and (i) Ventura’s alleged pueblo rights.

3 4. To provide the Parties time to engage in settlement discussions, the Parties
4 stipulate to and hereby request a six (6) month stay of the litigation for all purposes, with the
5 Parties to this Stipulation each reserving the right to request from the Court that the stay be
6 terminated early in the event of impasse or if one or more Parties otherwise determine that
7 circumstances necessitate such a request.


8 5. This stipulation constitutes the entire, complete, and integrated agreement among
9 the Parties, and supersedes all prior or contemporaneous undertakings of the Parties in connection
10 herewith. This stipulation may not be modified or amended except in writing executed by the
11 Parties and approved by the Court.

12 6. This stipulation may be executed in counterpart originals, by facsimile, or by
13 electronic signature, each of which shall be deemed to be an original, and all of which shall
14 constitute one and the same document.

15 IT IS SO STIPULATED.

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18
19 Dated: March 29, 2022

BEST BEST & KRIEGER LLP

20
21 By: 
22 _____
23 SHAWN D. HAGERTY
24 CHRISTOPHER M. PISANO
25 SARAH CHRISTOPHER FOLEY
26 PATRICK D. SKAHAN
27 Attorneys for Defendant and Cross-
28 Complainant
CITY OF SAN BUENA VENTURA

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Dated: March 29, 2022

BARTKIEWICZ KRONICK & SHANAHAN, PC

By: /s/ Holly J. Jacobson (with Permission)
Jennifer T. Buckman
Holly J. Jacobson
Attorneys For Cross-Defendant
CITY OF OJAI

Dated: March 29, 2022

RUTAN & TUCKER, LLP

By: /S/ Jeremy N. Jungreis (with Permission)
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Kelsey E. Quist
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CASITAS MUNICIPAL WATER DISTRICT

Dated: March 29, 2022

MUSICK, PEELER & GARRETT LLP

By: /S/ Gregory J. Patterson (with Permission)
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Ranch & Nursery, LLC; Finch Farms, LLC; Red
Mountain Land & Farming, LLC; Thacher Creek
Citrus, LLC; The Finch Family Trust; James P.
Finch; Robert Calder Davis, Jr.; Robert Calder
Davis, Jr., TTEE of Trust Owned Properties; Sharon
H. Booth, Trustee of The Survivor’s Trust Created
Under Declaration of Trust of Richard G. Booth and
Sharon H. Booth Dated July 10,1980; David Robert
Hamm; Reeves Orchard, LLC (collectively, the
East Ojai Group or “EOG”)

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ADDITIONAL PARTIES JOINING STIPULATION AND REQUEST FOR STAY

Dated: March 29, 2022

BROWNSTEIN HYATT FARBER SCHRECK LLP

By: /s/ Scott Slater (with permission)
BRADLEY J. HERREMA
SCOTT SLATER
CHRISTOPHER GUILLEN
Attorneys for Cross-Defendant
THE WOOD-CLAEYSSSENS FOUNDATION

Dated: March 29, 2022

By: _____

Attorneys for Cross-Defendant

Dated: March 29, 2022

By: _____

Attorneys for Cross-Defendant

Dated: March 29, 2022

By: _____

Attorneys for Cross-Defendant

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[PROPOSED] ORDER

Having read and considered the preceding Stipulation and Request for Stay as to the Ojai Basin by and between Defendant and Cross-Complainant the City of San Buenaventura (Ventura) and Cross- Defendants Casitas Municipal Water District, the City of Ojai, and the members of the East Ojai Group (Robert C. Davis, Jr.; James Finch; Topa Topa Ranch & Nursery, LLC; The Thacher School; Thacher Creek Citrus, LLC; Ojai Oil Company; Ojai Valley School; Sharon Hamm-Booth and David Robert Hamm, Co-Trustees of The Hamm 2004 Family Trust dated April 29, 2004; Reeves Orchard, LLC; and Ojai Valley Inn, Edward J. Conner, Edward J. Conner, Trustee of the Edward J. Conner Trust, Roe 56; Friend’s Ranches, Inc.; Finch Farms, LLC; Red Mountain Land & Farming, LLC; James Finch, Trustee of the Finch Family Trust) (collectively the Parties, and each individually Party), and good cause appearing,

IT IS ORDERED:

1. Within the boundaries of the Ojai Basin, specifically a portion geographically located in the southern and western part of the Ojai Basin (the Stipulated Area), there is a hydrologic connection, under certain hydrologic conditions, the lateral and vertical extent of which is disputed, between groundwater and the surface waters and/or subsurface waters flowing within known and defined channels of (1) San Antonio Creek (which is tributary to the Ventura River) and (2) the tributaries to San Antonio Creek. The Parties dispute the exact nature and extent of the Stipulated Area, the exact nature and extent of interconnection in the Stipulated Area, and the hydrologic relationship between the Stipulated Area and other portions of the Ojai Basin, if any. The Parties further dispute whether portions of the Ojai Basin outside of the Stipulated Area are hydrologically connected to surface waters and/or subsurface waters flowing within known and defined channels of San Antonio Creek and/or its tributaries. The Parties do not stipulate that this connection establishes “connectivity” within the meaning of Phase One. In accordance with Paragraph 3 below, the Parties expressly reserve these and all other disputes for trial.

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1 2. The Parties stipulate that in the Stipulated Area of the Ojai Basin there is a
2 hydrologic interconnection, under certain hydrologic conditions, the lateral and vertical extent of
3 which is disputed, between groundwater and surface waters or subsurface waters flowing within
4 known and defined channels and that groundwater from the Stipulated Area discharges to San
5 Antonio Creek. The Parties do not intend for this stipulated fact to resolve Phase One of this trial.
6 As explained in Paragraph 3 below, all other factual and legal issues, including the legal
7 significance of this stipulated fact, are reserved.

8 3. The Parties reserve all other factual and legal claims, including the legal
9 significance of the stipulated fact, and reserve all rights to contest all other factual or legal issues
10 at a continued Phase One Trial or at any future phase of trial, as may be necessary, including, but
11 not limited to: (a) the exact nature and lateral and vertical extent of the Stipulated Area and
12 whether there is any interconnection between the Stipulated Area and other portions of the Ojai
13 Basin; (b) whether there is any interconnection between groundwater and surface water or
14 subsurface water in portions of the Ojai Basin outside of the Stipulated Area; (c) whether any
15 specific surface water diversion impacts groundwater in the Ojai Basin; (d) whether production
16 from any specific groundwater well located in the Ojai Basin impacts surface water in the Ojai
17 Basin or the Ventura River Watershed; (e) whether any groundwater pumping in the Ojai Basin,
18 even on a collective basis, impacts the Stipulated Area; (f) whether any groundwater pumping in
19 the Ojai Basin, even on a collective basis, impacts surface water in the Ojai Basin or the Ventura
20 River Watershed; (g) whether the Court has jurisdiction over groundwater rights in the Ojai
21 Basin; (h) the legal significance of the stipulated fact, including the causal connection, if any, to
22 the allegations in the TACC and to the application of Code of Civil Procedure section 830, et
23 seq.; and (i) Ventura's alleged pueblo rights.

24 4. To provide the Parties time to engage in settlement discussions, the Court hereby
25 orders a six (6) month stay of this litigation for all purposes, with the Parties to this Stipulation
26 each reserving the right to request from the Court that the stay be terminated early in the event of
27 impasse or if one or more Parties otherwise determine that circumstances necessitate such a
28 request.

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IT IS SO ORDERED.

Dated: _____, 2022

By: _____
The Honorable William F. Highberger
Judge of the Superior Court
County of Los Angeles

All pages related to proof of service have been removed for purposes of posting on the Casitas Municipal Water District website.