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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

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| SANTA BARBARA CHANNELKEEPER, a California non-profit corporation,  Petitioner,  v.  STATE WATER RESOURCES CONTROL BOARD, etc., et al.,  Respondents. | Case No. 19STCP01176  Judge: Honorable William F. Highberger  **Filing Fee: $20.00 pursuant to Order after Status Conference filed March 16, 2020**  STIPULATION FOR DISCLAIMER; [PROPOSED] ORDER  Action Filed: Sept. 19, 2014  Trial Date: Not Set |
| CITY OF SAN BUENAVENTURA, etc.,  Cross-Complainant  v.  DUNCAN ABBOTT, an individual, et al.  Cross-Defendants. |

STIPULATION FOR DISCLAIMER

Cross-Complainant City of San Buenaventura (“City”) and Cross-Defendant [INSERT NAME] (“Cross-Defendant”), hereby stipulate and agree as follows:

1. On January 2, 2020, the City filed a Third Amended Cross-Complaint commencing a comprehensive adjudication of the Ventura River Watershed, including its four groundwater basins, the Lower Ventura River Basin, the Upper Ventura River Basin, the Ojai Valley Basin and the Upper Ojai Valley Basin (“Basins”), (the “Ventura River Watershed Adjudication”).
2. In the Third Amended Cross-Complaint, the City named approximately one thousand seven hundred and fifty cross-defendants who beneficially use or who have potential rights to waters of the Ventura River flowing in a known and defined channel or groundwater in the Ventura River Watershed, including surface water from the Ventura River and its tributaries and groundwater from the Basins. The Third Amended Cross-Complaint alleges nine separate causes of action asserting the City’s relative priority rights to water, including, without limitation, a request for a comprehensive adjudication of the Ventura River Watershed and the entry of a judgment and physical solution.
3. Cross-Defendant is named in the Third Amended Cross-Complaint. Cross-Defendant acknowledges receipt of process of the City’s Third Amended Cross-Complaint. Cross-Defendant agrees to submit itself to the jurisdiction of this Court in all matters involving the Ventura River Watershed Adjudication.
4. Cross-Defendant owns one or more parcels of real property located in Ventura County with the assessor parcel number(s) of [INSERT APN] (the “Property”). Cross-Defendant’s Property is adjoining or abutting the waters of the Ventura River and/or its tributaries, whether flowing on the surface or underground in a known and defined channel, and/or is overlying one or more of the Basins.
5. Cross-Defendant is not presently exercising any water rights in the Ventura River Watershed, including but not limited to, water rights in the Ventura River and/or its tributaries and/or its Basins. Cross-Defendant receives water service from [INSERT WATER SERVICE PROVIDER] sufficient to meet Cross-Defendant’s domestic needs and in compliance with Cross-Defendant’s human right to water as set forth in Water Code section 106.3. Accordingly, Cross-Defendant has no interest in any water rights in the Ventura River Watershed, including but not limited to water rights in the Ventura River and/or its tributaries and/or its Basins, and therefore, **Cross-Defendant disclaims all interest in this action**.
6. Cross-Defendant acknowledges that in signing this stipulation for disclaimer, Cross-Defendant is responsible for the accuracy of its content. Consequently, Cross-Defendant acknowledges that if it in fact has any interest in water rights in the Ventura River and/or its tributaries and/or its Basins, it shall nevertheless be bound by the results of this litigation, including the entry of a judgment and physical solution and shall be subject to the continuing jurisdiction of this Court to oversee the implementation of the judgment and physical solution entered herein and to resolve subsequent conflicts that may arise.
7. This stipulation for disclaimer and attached order shall be incorporated into the final judgment entered in this matter.
8. This stipulation for disclaimer shall bind and benefit the City and Cross-Defendant and shall be binding upon and benefit all their respective heirs, executors, administrators, successors, parent, subsidiary entities, and assigns.
9. No fees and/or costs shall be awarded against Cross-Defendant in this action, and Cross-Defendant shall not seek an award of fees or costs from the City.

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| Dated: January \_\_\_, 2021 | best Best & Krieger LLP  By:  SHAWN HAGERTY  CHRISTOPHER M. PISANO  SARAH CHRISTOPHER FOLEY  Attorneys for Respondent and  Cross-Complainant  CITY OF SAN BUENAVENTURA |

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| Dated: January \_\_\_, 2021 | By:  Cross-Defendant [INSERT NAME] |

[Proposed] Order

Having read and considered the pleadings and the preceding stipulation for disclaimer by and between Cross-Complainant City of San Buenaventura (“City”) and Cross-Defendant [INSERT NAME] (“Cross-Defendant”), and good cause appearing,

IT IS ORDERED:

1. Cross-Defendant is named in the Third Amended Cross-Complaint filed by the City. Cross-Defendant has acknowledged receipt of the process of the City’s Third Amended Cross-Complaint. Cross-Defendant is subject to the jurisdiction of this Court in all matters involving the Ventura River Watershed Adjudication.
2. Cross-Defendant owns one or more parcels of real property located in Ventura County with the assessor parcel number(s) of [INSERT APN] (the “Property”). Cross-Defendant’s Property is adjoining or abutting the waters of the Ventura River and/or its tributaries, whether flowing on the surface or underground in a known and defined channel, and/or is overlying one or more of the Basins.
3. Cross-Defendant is not presently exercising any water rights in the Ventura River Watershed, including but not limited to water rights in the Ventura River and/or its tributaries and/or its Basins. Cross-Defendant receives water service from [INSERT WATER SERVICE PROVIDER] sufficient to meet Cross-Defendant’s domestic needs and in compliance with Cross-Defendant’s human right to water as set forth in Water Code section 106.3. Accordingly, Cross-Defendant has no interest in any water rights in the Ventura River Watershed, including but not limited to water rights in the Ventura River and/or its tributaries and/or its Basins, and therefore, **Cross-Defendant has disclaimed all interest in this action**.
4. Cross-Defendant is responsible for the accuracy of the contents of the preceding stipulation for disclaimer. If Cross-Defendant does in fact have any interest in water rights in the Ventura River and/or its tributaries and/or its Basins, it shall nevertheless be bound by the results of this litigation, including the entry of a judgment and physical solution and shall be subject to the continuing jurisdiction of this Court to oversee the implementation of the judgment and physical solution entered herein and to resolve subsequent conflicts that may arise.
5. This order and preceding stipulation for disclaimer shall be incorporated into the final entered judgment in this matter.
6. The City and Cross-Defendant are bound and benefitted by the preceding stipulation for disclaimer, which shall also bind and benefit all their respective heirs, executors, administrators, successors, parent, subsidiary entities, and assigns.
7. The Court shall retain jurisdiction over the City and Cross-Defendant to enforce the preceding stipulation for disclaimer until there is full performance thereof.
8. No fees and/or costs shall be awarded against Cross-Defendant in this action, and Cross-Defendant shall not recover fees or costs from the City.

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