

EXHIBIT J

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 Group")

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **COUNTY OF SANTA BARBARA**

13 LAS POSAS VALLEY WATER
 14 RIGHTS COALITION, an unincorporated
 association, et al.,

15 Plaintiffs,

16 v.

17 FOX CANYON GROUNDWATER
 18 MANAGEMENT AGENCY, a public
 entity, et al.,
 19 Defendants.

Case No. VENCI00509700

Assigned for All Purposes to the
 Honorable Thomas P. Anderle

**STIPULATION FOR ENTRY OF
 JUDGMENT AND PHYSICAL
 SOLUTION**

Action Filed: March 27, 2018
 Phase 3 Trial Date: May 16, 2023

1 All Plaintiff and Defendant parties to this case who are signatories hereto (collectively, the
2 “Stipulating Parties”) hereby stipulate and agree to the following:

3 1. Stipulation to Entry of Judgment. The Judgment and Physical Solution
4 (“Judgment”) attached hereto as Exhibit 1 and incorporated herein contains all material terms
5 comprising the Stipulating Parties’ agreement to resolve this action, and therefore, the Stipulating
6 Parties will ask the Court to approve its terms, pursuant to Code of Civil Procedure sections 830
7 *et seq.*, to (i) comprehensively determine and adjudicate all rights to Extract and store
8 Groundwater in the Las Posas Valley Basin (“Basin”), whether based on appropriation, overlying
9 right, prescriptive right, or any other possible basis of right in the Basin; and (ii) establish a
10 physical solution for the ongoing and sustainable management of the Basin consistent with the
11 substantive objectives of SGMA and the reasonable and beneficial use of the Basin required by
12 article X, section 2 of the California Constitution. Subject to the provisions of Section 4 of this
13 Stipulation, the Stipulating Parties waive any and all rights to appeal or challenge the entry of the
14 Judgment.

15 2. Incorporation of Defined Terms. Unless otherwise defined in this Stipulation, any
16 capitalized terms used herein shall be given the meaning set forth in the Judgment.

17 3. Best Efforts and Mutual Cooperation; Judgment. The Stipulating Parties shall use
18 their best efforts to implement this Stipulation and its purpose, shall fully cooperate with one
19 another, and shall take all steps reasonably necessary in that regard, as long as those steps do not
20 require any material deviations from the terms of this Stipulation.

21 4. Non-Severability of Material Terms. This Stipulation, in conjunction with the
22 Judgment, is an integrated settlement agreement that reflects the substance, purpose, and intent of
23 the Stipulating Parties. If the Court were to modify or decline to adopt an agreed-upon material
24 part, term, portion, or provision of the Judgment, or if such a material term was found to be
25 unlawful, unenforceable, or ineffectual (any such occurrence a “Material Modification”), then the
26 intent of the Stipulating Parties shall have been frustrated, the Stipulating Parties will have been
27 prevented from attaining their collective objectives and purposes under this Stipulation, and the

1 Stipulation will become void and unenforceable among the Stipulating Parties. The Stipulating
2 Parties acknowledge that in the event this Stipulation becomes void and unenforceable among the
3 Stipulating Parties as a result of a Material Modification, such result will not affect the Court's
4 authority in any way, including its authority to adopt a judgment with the Material Modification
5 or any other terms, which, subject to any appeal, would become binding on all Parties in this
6 action as well as all Persons bound by the *in rem* effect of the action. In the event of a Material
7 Modification, each Stipulating Party will be free to do any or all of the following: (i) affirm a
8 modified version of this Stipulation, if they do so in writing; (ii) urge the Court to take any action,
9 including modification of any term of the Judgment or adopt any other term within the judgment
10 adopted by the Court; or (iii) appeal the judgment adopted by the Court.

11 5. Representations and Warranties. Each Stipulating Party represents and affirms
12 that he or she is legally authorized to (individually or by their respective principals) to enter into
13 and execute this Stipulation and bind the Stipulating Party on behalf of whom he or she is
14 signing.

15 6. Consultation with Legal Counsel. Each Stipulating Party represents that it has
16 consulted with legal counsel prior to execution of this Stipulation and has executed this
17 Stipulation with full knowledge of its meaning and effect.

18 7. Drafting of Stipulation. This Stipulation and the Judgment attached hereto as
19 **Exhibit 1** shall not be construed in favor of, or against, any Stipulating Party by reason of the
20 extent to which any Stipulating Party or its counsel participated in the drafting of this Stipulation.
21 The language in all parts of this Stipulation and attachments hereto shall in all cases be construed
22 according to its fair meaning, not strictly for or against any of the Stipulating Parties.

23 8. Waiver, Modification, Amendment. No provision of this Stipulation may be
24 waived, modified, or amended except in a writing executed in compliance with Paragraph 11
25 below. Waiver of any one provision, or any breach thereof, shall not be deemed to be a waiver of
26 any other provision or breach.

27 9. No Admission or Estoppel. The Stipulating Parties understand and agree that this
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1 Stipulation and the Judgment is not to be construed as an admission whatsoever on the part of any
2 of them, shall not collaterally estop or bind any Stipulating Party in any other litigation, and is
3 made solely for the purpose of avoiding the burden and expense of contested litigation and the
4 uncertainty of potential outcomes of this action that the Stipulating Parties would endure absent
5 this Stipulation. Accordingly, this Stipulation shall not be admissible as evidence against any of
6 the Stipulating Parties except to enforce its terms. The Stipulating Parties agree that this
7 Stipulation is the result of a compromise within the provisions of California Evidence Code
8 Section 1152, and other applicable law. Thus, the Stipulating Parties' negotiations in reaching
9 this Stipulation are privileged and confidential under California law and cannot be used for any
10 purpose, provided that the Stipulating Parties agree that the Stipulation may be submitted to the
11 Court in this action.

12 10. Entire Agreement. This Stipulation embodies the entire understanding among the
13 Stipulating Parties pertaining to the matters described herein and supersedes and cancels any prior
14 oral or written agreements between or among the Stipulating Parties regarding settlement of the
15 issues in dispute in the above-captioned case. Each Stipulating Party acknowledges that no
16 Stipulating Party, agent, or representative of any other Stipulating Party has made any promise,
17 representation, or warranty, express or implied, not expressly contained in this Stipulation, that
18 induced the other Stipulating Party to sign this document.

19 11. Execution. This Stipulation may be executed, or further amended, by a Stipulating
20 Party or by the Stipulating Party's attorney, as provided in Code of Civil Procedure section 664.6,
21 and may be executed in separate counterparts, but shall not be effective unless and until the
22 execution, amendment, or modification is executed by all of the Stipulating Parties or their
23 attorneys. Facsimile signatures and email/PDF signatures, when received, shall have the same
24 force and effect as original signatures.

25 12. Successors and Assigns; Third Party Beneficiaries. This Stipulation shall bind and
26 inure to the benefit of the Stipulating Parties and their respective successors, assigns, heirs,
27 administrators, executors, and conservators. There are no intended third-party beneficiaries of any

right or obligation of the Stipulating Parties created under this Stipulation.

13. Attorneys' Fees and Costs. Except as otherwise provided herein, each Stipulating Party shall bear its own attorneys' fees, expert witness fees, and litigation costs incurred in connection with the above-captioned case.

14. Headings; Construction. The headings appearing in this Stipulation are for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions contained herein. Whenever a singular or plural is used in this Stipulation, the same shall be construed to include the plural or singular, respectively, where the context may so require.

[Signatures on following pages]

Las Posas Valley Water Rights Coal. v. Fox Canyon Groundwater Mgmt. Agency

Counterpart Signature Page to
Stipulation for Entry of Judgment and Physical Solution

IT IS SO AGREED:

Note: This signature page is for a Stipulating Party owning property overlying the Basin. The Stipulation must be executed by or in the name of the entity/individual that holds record title to the applicable property.

If the record owner is an individual (exact as to individual holding title):	Date: _____, 2023 Name: _____ (please print) Signature: _____	Email address(es): _____
If the record owner is a legal entity (corporation, limited liability company, general or limited partnership, or public agency owning overlying property)	Date: _____, 2023 Name: _____ [name of entity] By: _____ Title: _____ Signature: _____	Email address(es): _____
If the record owner is a trust	Date: _____, 2023 By: _____, Trustee of the [Name of Trustee] _____, Trust dated [Name of Trust] _____, [date of trust instrument] Signature: _____	Email address(es): _____

Las Posas Valley Water Rights Coal. v. Fox Canyon Groundwater Mgmt. Agency

Counterpart Signature Page to
Stipulation for Entry of Judgment and Physical Solution

IT IS SO AGREED:

Note: This signature page is for a Stipulating Party that is a Mutual Water Company that serves Groundwater to Landowners.

Date: _____, 2023 Mutual Water Company: _____ By: _____ Title: _____ Signature: _____	Email address(es): _____
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Las Posas Valley Water Rights Coal. v. Fox Canyon Groundwater Mgmt. Agency
Counterpart Signature Page to
Stipulation for Entry of Judgment and Physical Solution and Physical Solution

IT IS SO AGREED:

Note: This signature page is for a Stipulating Party that is a Public Agency.

Date: _____, 2023 Public Agency: _____ By: _____ Title: _____ Signature: _____	Email address(es): _____
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