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FILED
Superior Court of California
County of Los Angeles

MAY 11 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By Kristina Vargas Deputy
Kristina Vargas

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11 Attorneys for Respondent and Cross-Complainant
CITY OF SAN BUENAVENTURA

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14
15 SANTA BARBARA CHANNELKEEPER, a
16 California non-profit corporation,

Case No. 19STCP01176

17 Petitioner,

Judge: Honorable William F. Highberger

18 v.

DECLARATION OF CHRISTOPHER M
PISANO IN SUPPORT OF MOTION TO
BIFURCATE AND PARTIAL LIFTING OF
THE DISCOVERY STAY

19 STATE WATER RESOURCES CONTROL
BOARD, etc., et al.,

Date: June 21, 2021

Time: 1:30 p.m.

Dept: S10

20 Respondents.

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22 CITY OF SAN BUENAVENTURA, etc.,

Action Filed: Sept. 19, 2014

Trial Date: Not Set

23 Cross-Complainant,

24 v.

25 DUNCAN ABBOTT, an individual, et al.

26 Cross-Defendants.
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1 **DECLARATION OF CHRISTOPHER M. PISANO**

2 I, Christopher M. Pisano declare as follows:

3 1. I am an attorney licensed to practice before the courts of the State of California. I
4 am a partner with Best Best & Krieger LLP, attorneys of record for Respondent and Cross-
5 Complainant CITY OF SAN BUENAVENTURA (“City”). I have personal knowledge of the
6 facts set forth below and, if called to do so, could competently testify to them.

7 2. I am aware that on or about September 30, 2019, the City and Plaintiff/Petitioner
8 and SANTA BARBARA CHANNELKEEPER (“Channelkeeper”) settled Channelkeeper’s
9 underlying complaint against the City, and in August 2020, the City and Channelkeeper amended
10 the settlement agreement (the “Settlement Agreement”). In the Settlement Agreement, the parties
11 agreed to settle their past disputes while preserving only certain limited claims and defenses for
12 future alleged violations.

13 3. As part of the Settlement Agreement, Channelkeeper agreed “not to seek other
14 interim relief regarding flow.” The amended Settlement Agreement provides that the “settlement
15 relating to interim flows in no way impacts Channelkeeper’s ability to comment on, support, or
16 challenge the physical solution proposed by any party in the Action.” The amended Settlement
17 Agreement therefore leaves only two issues remaining as between the City and Channelkeeper—
18 an unresolved claim for attorney’s fees and costs and Channelkeeper’s participation in the issues
19 related to the physical solution. All other issues in Channelkeeper’s complaint against the City
20 are resolved.

21 4. The City has worked with other parties to this proceeding, namely Cross-
22 Defendants the Ventura River Water District, Meiners Oaks Water District, the Rancho Matilija
23 Mutual Water Company, and the Wood-Claeyssens Foundation (“Proposing Parties”), to prepare
24 a proposed physical solution, which the Proposing Parties will ultimately present to the Court,
25 and will request that the Court adopt it. The City and the other Proposing Parties believe that
26 their proposed physical solution is the best way, consistent with Article X, section 2 of the
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1 California Constitution, to maximize these reasonable and beneficial consumptive and instream
2 uses of the Ventura River Watershed, and ultimately to resolve this litigation.

3 5. By this motion, the City requests that the Court bifurcate and resolve the following
4 two discrete issues that will help frame the remainder of the case: (1) a determination of the
5 Watershed boundaries and the boundaries of the four groundwater basins; and (2) a determination
6 of the interconnection between the surface water and groundwater in the Watershed, including the
7 interconnection between surface water and the four groundwater basins, and the interconnection
8 between those groundwater basins and the Ventura River, and its tributaries (“Ventura River
9 Watershed”). The City will subsequently seek an order for a further partition of the case for a
10 trial of its proposed physical solution, however, the City believes that the threshold issues of
11 boundaries and interconnectivity should be resolved in an initial phase of trial.

12 6. In September of 2020, the Proposing Parties released for public review a draft
13 physical solution. Although the Proposing Parties initially intended to ask the Court to consider
14 and act on the physical solution in one trial, during multiple meet and confer meetings with
15 numerous other parties to this proceeding, it became clear that the parties would not be able to
16 agree on threshold issues, such as the relationship between the basin and Watershed boundaries
17 and the extent of surface water and groundwater interconnectivity in the Watershed. As such, the
18 City has brought this motion to bifurcate.

19 7. The City also initially intended to lodge the proposed physical solution with this
20 motion. However, on May 6, 2020, I and my partner Shawn Hagerty held a meet and confer
21 conference for all parties regarding the City’s proposed motion to bifurcate, where multiple
22 parties objected and expressed concern for presenting the Court with the proposed physical
23 solution at this stage. As such, the City is not lodging the proposed physical solution with this
24 motion, but rather will wait until all objections are resolved. Based on the Court’s ruling at the
25 May 10, 2020 status conference, the City anticipates lodging the proposed physical solution on
26 June 21, 2020, assuming any objections that are imposed are overruled.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 forgoing is true and correct. Executed this 11th day of May, 2021 at Los Angeles, California.

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Christopher M. Pisano

BEST BEST & KRIEGER LLP

05/11/2021

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