

1 STEVEN A. AMERIKANER (State Bar No. 56446)  
2 BETH COLLINS-BURGARD (State Bar No. 222108)  
3 HILLARY STEENBERGE (State Bar No. 270794)  
4 BROWNSTEIN HYATT FARBER SCHRECK, LLP  
5 1020 State Street  
6 Santa Barbara, CA 93101-2706  
7 Telephone: 805.963.7000  
8 Facsimile: 805.965.4333  
9 Attorneys for Plaintiffs, The Hollister Ranch  
10 Cooperative and the Hollister Ranch Owners'  
11 Association

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SANTA BARBARA**  
**ANACAPA DIVISION**

TOM PAPPAS, et al.,

Plaintiffs,

v.

CALIFORNIA COASTAL CONSERVANCY,  
et al.,

Defendants.

Case No. 1417388

Assigned for All Purposes to the  
Honorable Colleen K. Sterne, Dept. SB5

**CLASS ACTION**  
**STIPULATION AND AGREEMENT**  
**OF SETTLEMENT BETWEEN THE**  
**HOLLISTER RANCH OWNERS'**  
**ASSOCIATION AND DEFENDANTS**  
**STATE OF CALIFORNIA COASTAL**  
**CONSERVANCY, CALIFORNIA**  
**COASTAL COMMISSION AND**  
**RANCHO CUARTA**

19  
20 Plaintiff HOLLISTER RANCH OWNERS' ASSOCIATION ("HROA"), a non-profit  
21 mutual benefit corporation, and Defendants CALIFORNIA STATE COASTAL  
22 CONSERVANCY, an agency of the State of California, and the CALIFORNIA COASTAL  
23 COMMISSION, an agency of the State of California, (collectively, the "State"), and Defendant  
24 and Real Party in Interest Rancho Cuarta, a general partnership ("Rancho Cuarta"), (together, the  
25 State and Rancho Cuarta are referred to as the "Defendants," and together, HROA and the  
26 Defendants are referred to as the "Stipulating Parties"), enter into this stipulation and agreement  
27 of settlement (the "Agreement" or "Settlement Agreement"). This Agreement is intended by the  
28 Stipulating Parties hereto to fully, finally, completely, and unconditionally compromise, resolve

1 and settle the above-captioned lawsuit and the Released Claims (defined below) as between the  
2 Stipulating Parties, subject to the terms and conditions set forth below and final approval by  
3 Court.

4 **WHEREAS:**

5 A. Hollister Ranch consists of approximately 14,500 acres of land along the Santa  
6 Barbara coast which has been an operating cattle ranch for over 100 years. In 1970, Hollister  
7 Ranch was subdivided into 135 parcels, each approximately 100 acres. After 1970, Parcel 136  
8 was annexed as part of Hollister Ranch. 133 of these 136 parcels are privately owned by  
9 members of the HROA (the “Members”). There are an estimated 1,100 Members of the HROA.  
10 The HROA owns three of the 136 parcels.

11 B. In October 1980, the Commission approved the issuance of Coastal Development  
12 Permit No. 309-05 subject to certain conditions that the Commission determined were satisfied by  
13 the Young Men’s Christian Association of Metropolitan Los Angeles (YMCA) when the YMCA  
14 executed on March 11, 1982 an Irrevocable Offer to Dedicate and Covenant Running with the  
15 Land, recorded on April 28, 1982 as Instrument No. 82-17113 of the Official Records, County of  
16 Santa Barbara (“Offer to Dedicate”).

17 C. On April 26, 2013, Defendant Conservancy recorded a Certificate of Acceptance  
18 as Instrument No. 2013-0028299 of the Official Records, County of Santa Barbara (“Certificate  
19 of Acceptance”). The purpose of the Certificate of Acceptance was to accept the Offer to  
20 Dedicate for various public access easements (“Access Easements”) in and on the Hollister  
21 Ranch. The Offer to Dedicate was executed by the YMCA, a former owner of Parcel 136. Each  
22 of the alleged Access Easements described in the Certificate of Acceptance or Offer to Dedicate  
23 would burden property owned by HROA and the Members. Neither HROA, nor any of the  
24 Members (with the exception of the former owner of Parcel 136) consented to the recording of  
25 the Certificate of Acceptance or Offer to Dedicate.

26 D. On May 31, 2013, the above-captioned litigation was initiated by Tom Pappas,  
27 Tim Behunin, Trustee of the Behunin Family Trust, Patrick Connelly, The Hollister Ranch  
28 Cooperative, HROA, and the Members (as a class action) with the filing of a Complaint for Quiet

1 Title, Cancellation, Declaratory and Injunctive Relief, Petition for Writ of Mandate and Other  
2 Relief in the Superior Court of the State of California for Santa Barbara County against the State  
3 of California, a public entity, State Coastal Conservancy (named as the California Coastal  
4 Conservancy), an agency of the State of California, California Coastal Commission, an agency of  
5 the State of California, County of Santa Barbara, a political subdivision of the State of California,  
6 and All Persons Unknown, Claiming Any Legal or Equitable Right, Title, Estate, Lien, or Interest  
7 in the Property Described in the Complaint Adverse to Plaintiffs' Title, or Any Cloud on  
8 Plaintiffs' Title Thereto, and Does 1-100 Inclusive, Santa Barbara Superior Court Case No.  
9 1417388 (the "Action").

10 E. On or about April 9, 2013, Defendant County of Santa Barbara adopted a  
11 resolution by which it declined to accept the benefits of the public access easements alleged to  
12 have been created by the Certificate of Acceptance of the Offer to Dedicate and subsequently  
13 entered into a settlement agreement similarly disavowing any interest under either the Offer to  
14 Dedicate or the Certificate of Acceptance. An Order Granting Final Approval of Class Action for  
15 Settlement with the County of Santa Barbara and a Judgment in favor of plaintiffs was entered on  
16 October 30, 2014.

17 F. On or about March 11, 2014, Rancho Cuarta was named as a Defendant and Real  
18 Party in Interest to this Action by way of the Second Amended Complaint in this Action.

19 G. The Stipulating Parties wish, on the terms set forth herein, to resolve their  
20 differences concerning the foregoing matters without resort to additional expensive and time-  
21 consuming litigation, the outcome of which would be uncertain. This Agreement shall not be  
22 construed or deemed to be a concession by any Party of any wrongdoing, fault, liability, or  
23 damage to any person or entity, or any infirmity in any claim or defense.

24 **NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE**  
25 **MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND**  
26 **VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE**  
27 **HEREBY ACKNOWLEDGED, WITHOUT ANY ADMISSION OR CONCESSION ON**  
28 **THE PART OF THE STIPULATING PARTIES, IT IS HEREBY STIPULATED AND**

1 **AGREED, BY AND AMONG THE STIPULATING PARTIES AS FOLLOWS:**

2  
3 **1. RULES OF CONSTRUCTION AND DEFINITIONS**

4 As used in this Agreement, the following rules of construction and definitions apply to  
5 this Agreement, including the Exhibits to this Agreement.

6 1.1 The definitions contained in this Agreement apply to capitalized terms wherever  
7 those terms appear in this Agreement, including the prefatory paragraphs and recitals above, the  
8 sections below, and the Exhibits hereto. Capitalized terms have the meanings ascribed to them to  
9 the extent they are not otherwise defined in this Section. Each defined term stated in the singular  
10 shall include the plural and each defined term stated in the plural shall include the singular. Any  
11 pronoun stated in the masculine, feminine or neutral gender shall include all genders. The word  
12 “including” when used in this Agreement means “including but not limited to,” and the words  
13 “include,” “includes,” and “included” shall be similarly construed. The words “herein,” “hereof,”  
14 “hereunder,” and any other words of similar import, when used in this Agreement, refer to the  
15 entirety of the Agreement, including the Exhibits hereto.

16 1.2 “Action” means the claims brought in the above-captioned litigation.

17 1.3 “Approved Non-Profit Group” means a non-profit or not-for-profit entity that  
18 provides outdoor educational and recreational experiences, which has been vetted and approved by  
19 both Plaintiff and the Coastal Conservancy for participation in the Hollister Ranch Access  
20 Program. The Plaintiff and the Coastal Conservancy will consider the following factors when  
21 evaluating a potential Approved Non-Profit Group: proof of tax exempt or not for profit status,  
22 formal legal structure (e.g., not for-profit corporation or public entity), operational track record,  
23 financial responsibility, proof of adequate insurance coverage (as approved by Plaintiff and  
24 equivalent to at least \$1,000,000 in liability in 2017), a mission to provide services to individuals  
25 such as the disabled, children, or underserved populations who would benefit from therapeutic,  
26 recreational, and/or educational experiences at the coast, and history of successful and close  
27 management/supervision of similar activities. The Plaintiff and the Coastal Conservancy will  
28 collaborate to notify and recruit a broad range of potential groups to apply for participation in the

1 Non-Profit Access Program. Both the Plaintiff and the Coastal Conservancy have the power to  
2 disapprove a group, for any reason, at any time.

3 1.4 “Court” means the court in which the Action is pending.

4 1.5 “Coastal Commission” means the California Coastal Commission, an agency of the  
5 State of California.

6 1.6 “Coastal Conservancy” means the California State Coastal Conservancy, an agency  
7 of the State of California.

8 1.7 “Defendants” means the Coastal Commission, Coastal Conservancy, and Rancho  
9 Cuarta.

10 1.8 “Effective Date” means the date on which the Court enters the Stipulated Judgment  
11 attached as Exhibit 1.

12 1.9 “Execution Date” means the first date by which all of the Stipulating Parties have  
13 executed and delivered this Agreement. This Agreement shall be deemed delivered when the last  
14 Party sends an executed copy of this Agreement by electronic mail.

15 1.10 “Final” means the latest of: (i) the expiration of the time to appeal, or otherwise  
16 seek review of the relevant order or judgment as to which no appeal or review shall be pending;  
17 (ii) the final affirmance of the relevant order or judgment on appeal and the expiration of the time  
18 for a petition to review the affirmance of the relevant order or judgment on appeal, or if such  
19 petition is granted, the final affirmance of the relevant order or judgment following review  
20 pursuant to that grant; (iii) the final dismissal of any appeal from the relevant order or judgment or  
21 the final resolution of any proceeding to review any appeal from the relevant order or judgment  
22 without any material change thereto; or (iv) the date on which all rights to appeal, petition for  
23 certiorari, or move for reargument or rehearing as to the relevant order or judgment shall have  
24 been waived in writing.

25 1.11 “Hollister Ranch Managed Access Program” shall mean the Non-Profit Access  
26 Program and the Tidepool School Program operated by Plaintiff to provide supervised managed  
27 public access to the coast.

1           1.12 “Non-Profit Access Program” is a part of the Hollister Ranch Managed Access  
2 Program, which provides public access opportunities on the beach at Hollister Ranch for certain  
3 Approved Non-Profit Groups.

4           1.13 An “Opportunity” means Plaintiff’s good faith effort to make available an  
5 opportunity for at least 20 members of the public to enter Hollister Ranch and participate in a  
6 Hollister Ranch Managed Access Program. If (a) the event is cancelled due to circumstances  
7 beyond Plaintiffs’ control such as weather or natural conditions or hazards, road closure, or fire, or  
8 (b) participants or the organization does not attend, Plaintiff has fulfilled its commitment to  
9 provide the individual Opportunity. Plaintiff has the sole discretion to determine whether  
10 conditions are inappropriate for public access at a given time, which discretion shall not be  
11 unreasonably exercised and Plaintiffs will make good faith efforts to reschedule cancelled  
12 Opportunities. A rescheduled Opportunity shall be counted as if it were the original, cancelled  
13 Opportunity and not a new Opportunity. Any (a) volunteers from Hollister Ranch or (b) support  
14 staff from the Approved Non-Profit Groups who do not participate in the public access program  
15 (such as transportation staff) do not count as members of the public for purposes of this definition.  
16 If Plaintiff offers to hold an event with at least 40 members of the public, and an Approved Non-  
17 Profit Group accepts that Opportunity, the event will count as two “Opportunities.” Similarly, if  
18 an Approved Non-Profit Group accepts an invitation to hold an event with at least 60 members of  
19 the public, the event will constitute three “Opportunities.”

20           1.14 “Plaintiff” means the HROA.

21           1.15 “Released Claims” means any past, present, or future claim, of any kind that has  
22 been or could be asserted by Plaintiff against any of the Released Parties, whether seeking  
23 damages or equitable relief, including costs, attorneys’ fees and expenses of any nature  
24 whatsoever, whether known or Unknown (as defined below), asserted or unasserted, anticipated or  
25 unanticipated, that arise out of or are based on (i) the subject matters of the Action; or (ii) related  
26 to the events, allegations, facts, acts, omissions, or transactions referred to in the Complaint, or any  
27 subsequent pleading or amended complaint in the Action; provided, however, Released Claims  
28

1 shall not include (a) any claim arising out of the breach of this Agreement, or (b) any claim that  
2 has been specifically and expressly excluded from the release.

3 1.16 “Released Parties” means the Defendants, together with Defendants’ subsidiaries,  
4 assigns, and the directors, officers, employees, agents and attorneys of the foregoing, but solely in  
5 their capacity as such for the Released Parties.

6 1.17 “Settlement” means the terms of this Settlement.

7 1.18 “Stipulating Parties” means the parties to this Agreement: Plaintiff HROA and  
8 Defendants.

9 1.19 The “Tidepool School Program” is a part of the Hollister Ranch Managed Access  
10 Program, which provides access opportunities for K-12th grade children to observe tidepools on  
11 Hollister Ranch for educational purposes.

12 1.20 “Unknown Claims” means any and all (i) Released Claims that Plaintiff is not  
13 aware of or does not suspect to exist, and which is in its favor at the time of the release of the  
14 Released Claims, and, (ii) if known by it might have affected its decision(s) to enter into this  
15 Settlement. With respect to any and all Released Claims, the Stipulating Parties stipulate and  
16 agree that upon the Effective Date, Plaintiff shall expressly waive and relinquish, to the fullest  
17 extent permitted by law, any and all provisions, rights, and benefits conferred by California Civil  
18 Code § 1542 and any federal law, any law of any state or territory of the United States, or any  
19 principle of common law, which is similar, comparable, or equivalent to California Civil Code §  
20 1542. California Civil Code § 1542 provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
22 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF  
24 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR  
25 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER  
26 SETTLEMENT WITH THE DEBTOR.

25 It is the intention of the Stipulating Parties that, notwithstanding the provisions of California Civil  
26 Code § 1542 or any similar provisions and notwithstanding the possibility that Plaintiff may  
27 discover or gain a more complete understanding of the facts, events or law that, if presently  
28 known or fully understood, would have affected the decision to enter into this Agreement, any



1 and all Released Claims, including Unknown Claims, shall be fully, finally, and forever settled.

2 **2. LICENSE AGREEMENT AND RELEASE OF CLAIMS AGAINST THE**  
3 **DEFENDANTS IN EXCHANGE FOR JUDGMENT QUIETING TITLE**

4 2.1 Prior to the Effective Date, the HROA, the Coastal Commission and the Coastal  
5 Conservancy shall execute the License Agreement for public access to the Beach Area (as defined  
6 in the License Agreement), which is attached hereto as Exhibit 2. This Settlement Agreement is  
7 expressly contingent upon execution of the attached License Agreement by the HROA, the Coastal  
8 Commission, and the Coastal Conservancy.

9 2.2 Upon the Effective Date, the Plaintiff, on behalf of itself and each of its past or  
10 present officers, directors, employees, agents, representatives, partners, managers, members,  
11 affiliates, parents, subsidiaries, heirs, executors, administrators, successors and assigns, shall fully,  
12 finally, completely, and unconditionally release, acquit, discharge, compromise, resolve, settle,  
13 and waive all Released Claims against the Released Parties.

14 2.3 Plaintiff acknowledges and agrees that the Settlement with the Defendants  
15 represents a compromise of all possible damage claims including, but not limited to, temporary or  
16 permanent taking claims, attorneys' fees, costs, fines, statutory or civil penalties, emotional  
17 distress claims, personal injury claims, and any other tort, contract, consequential and/or punitive  
18 damages of any kind arising out of the matters alleged in the Action.

19 2.4 Within five days of the date on which the Final Judgment disposing of this action in  
20 its entirety becomes Final (as defined in Section 1.10), the State shall also execute and deliver to  
21 Plaintiff's Counsel the attached Quitclaim and Extinguishment of the Offer to Dedicate and  
22 Acceptance attached as Exhibit 3.

23 **3. QUIET TITLE, CANCELATION, AND ACCESS TO DOCUMENTS**

24 3.1 The State disavows, abandons, extinguishes, cancels, and disclaims any right, title,  
25 or interest whatsoever in or to Parcels 1 through 136 of the Hollister Ranch associated with or  
26 described in the Offer to Dedicate (Santa Barbara Co. Instrument No. 82-17113, recorded on April  
27 28, 1982) or the Certificate of Acceptance (Santa Barbara Co. Instrument No. 2013-0028299,  
28 recorded on April 26, 2013). The State agrees that the Hollister Ranch Managed Access Program



1 and License constitute complete compliance with special condition 1 of Coastal Development  
2 Permit number 309-05.

3 **4. HOLLISTER RANCH MANAGED ACCESS PROGRAM**

4 4.1 Plaintiff will provide Opportunities for members of the public to enter Hollister  
5 Ranch through the Hollister Ranch Managed Access Program. The Hollister Ranch Managed  
6 Access Program will consist of two elements: (1) Tidepool School Program for K-12th grade  
7 children and (2) Non-Profit Access Program.

8 4.2 Tidepool School Program: Starting in 2018 and continuing in perpetuity (subject to  
9 the limits of the Automatic Termination in Section 4.7), Plaintiff commits to provide at least 24  
10 Opportunities annually for access to Hollister Ranch for the Tidepool School Program.

11 4.3 Non-Profit Access Program: Starting in 2019 and continuing in perpetuity (subject  
12 to the limits of the Automatic Termination in Section 4.7), Plaintiff commits to provide at least  
13 seven Opportunities annually for access to Hollister Ranch under the Non-Profit Access Program  
14 (in addition to the Tidepool School Program Opportunities). Within five years of the Effective  
15 Date and subject to Sections 4.5 and 4.6 below, Stipulating Parties commit to increase the  
16 Opportunities for Non-Profit Access Program in a phased manner to a total of 20 Opportunities per  
17 year, at least seven of which will be scheduled for weekend days. Plaintiff will host Approved  
18 Non-Profit Groups on beaches with appropriate facilities and features. The duration of the  
19 Opportunities offered by Plaintiff in the Non-Profit Access Program shall be at least four hours,  
20 but if the Approved Non-Profit Group does not utilize the entire time offered, Plaintiff will receive  
21 credit for offering the Opportunity. The duration of an Opportunity is measured between entry and  
22 exit from the Hollister Ranch gate. Any organization participating in the Hollister Ranch  
23 Managed Access Program must provide transportation to and from the Hollister Ranch, support  
24 and event management, supervision of participants to ensure safety and preservation of Hollister  
25 Ranch resources, certificate of proof of insurance coverage (as approved by Plaintiff and  
26 equivalent to at least \$1,000,000 in liability in 2017), and clean-up services to the satisfaction of  
27 the Plaintiff.

1           4.4     In 2018, Plaintiff shall conduct baseline survey of resources and facilities that will  
2 be used or affected by the Hollister Ranch Managed Program and shall obtain and establish any  
3 staffing, support services, infrastructure, and procedures it deems necessary to implement the Non-  
4 Profit Access Program on an ongoing basis.

5           4.5     The Coastal Conservancy and Plaintiff shall meet annually to discuss the Hollister  
6 Ranch Managed Access Program (i.e., the number of events, public solicitation process,  
7 participating entities, and numbers of participants) and coordinate regarding any modifications that  
8 may be needed to the program to reach the level of public participation described herein. At that  
9 meeting the Coastal Conservancy and Plaintiff shall evaluate the impacts associated with the  
10 intensity of use from the implementation of this Hollister Ranch Managed Access Program to  
11 important resources (i.e., environmental, coastal, cultural, and agricultural resources) at Hollister  
12 Ranch. Based on that evaluation, in an attempt to reduce potential impacts, the Coastal  
13 Conservancy and Plaintiff may agree to modify the activities or reduce the Opportunities  
14 associated with the Hollister Ranch Managed Access Program.

15           4.6     The Hollister Ranch Managed Access Program shall be funded with Coastal  
16 Conservancy funds collected through the Hollister Ranch in-lieu fee program and other funding  
17 sources that support increased public access to the California coast and to Hollister Ranch. The  
18 Coastal Commission and Coastal Conservancy will make good faith efforts to support the funding  
19 of the Hollister Ranch Managed Access Program (including Coastal Resources Enhancement Fund  
20 (CREF) funding).

21           4.7     The Plaintiff's commitment to host a Hollister Ranch Managed Access Program  
22 shall automatically terminate if and when any public entity initiates the condemnation process for  
23 any property within Hollister Ranch for the purposes of obtaining (a) public access or recreational  
24 use or (b) facilities associated with public access (Automatic Termination) by filing a  
25 condemnation action in court. Upon Automatic Termination, Plaintiff shall be entitled to deliver  
26 to the State notice of termination of the Hollister Ranch Managed Access Program in its entirety,  
27 and this notice shall not constitute a violation of any State law, including the California Coastal  
28 Act.

1 **5. REPRESENTATIONS AND WARRANTIES OF THE STIPULATING PARTIES**

2 5.1 Each of the Stipulating Parties separately represents and warrants that it has the  
3 requisite power and authority to enter into this Agreement and to perform the obligations imposed  
4 on it by this Agreement.

5 5.2 Each of the Stipulating Parties separately represents and warrants that the execution  
6 and delivery of, and the performance of the obligations contemplated by this Agreement has been  
7 approved by duly authorized representatives of the Party.

8 5.3 Each of the Stipulating Parties separately represents and warrants that the Party has  
9 expressly authorized its undersigned representative to execute this Agreement on the Party's  
10 behalf as its duly authorized agent and that the Party has carefully read the Agreement, knows and  
11 understands the contents hereof, and is freely executing the Agreement.

12 5.4 Each of the Stipulating Parties separately represents and warrants that this  
13 Agreement has been thoroughly negotiated and analyzed by its counsel; that they agree to the  
14 terms of this Agreement based on the legal advice of their respective attorneys; that they have been  
15 afforded the opportunity to discuss the contents of this Agreement with their attorneys; that the  
16 terms and conditions of this Agreement are fully understood and voluntarily accepted; and that this  
17 Agreement has been executed and delivered in good faith, pursuant to arms' length negotiations,  
18 and for good and valuable consideration.

19 **6. ENTIRE AGREEMENT**

20 6.1 This Agreement and its Exhibits constitute a single integrated written contract that  
21 expresses the entire agreement and understanding between and among the Stipulating Parties with  
22 respect to matters that are the subject of this Agreement. If any material provision hereof is  
23 deemed unenforceable by a court of competent jurisdiction, then the Agreement as a whole shall  
24 be deemed terminated and null and void by written notice, and the rights and obligations of the  
25 Stipulating Parties shall be the same as if the Agreement were terminated and became null and  
26 void by written notice. Except as otherwise expressly provided herein, this Agreement supersedes  
27 all prior communications, discussions, negotiations, agreements, settlements, and understandings  
28 between the Stipulating Parties and their representatives regarding the matters addressed by this

1 Agreement, whether oral or written, all of which are merged herein. Except as explicitly set forth  
2 in this Agreement, there are no representations, warranties, promises, statements, or inducements,  
3 whether oral, written, expressed, or implied, that in any way affect or condition the validity of this  
4 Agreement or alter or supplement its terms.

5 **7. NOTICE**

6 7.1 Any and all statements, communications, or notices to be provided pursuant to this  
7 Agreement shall be in writing and shall be deemed to have been given when sent by electronic  
8 mail or overnight delivery service, in each case to the appropriate address or electronic mail  
9 address set forth below. Such notices shall be sent to the individuals listed below, or to such other  
10 individuals as the respective Party may designate in writing by notice to the other Stipulating  
11 Parties from time to time.

12 To Plaintiff:

13 General Manager  
14 Hollister Ranch Owners Association  
15 #1000 Hollister Ranch  
16 Rural Route  
17 Gaviota, CA 93117  
18 email: ranchmanager@hollisterranch.org

19 Beth Collins  
20 Brownstein Hyatt Farber Schreck, LLP  
21 1020 State Street St.  
22 Santa Barbara, CA 93101  
23 [bcollins@bhfs.com](mailto:bcollins@bhfs.com)

24 To the State:

25 Jamee Jordan Patterson  
26 California Attorney General's Office  
27 600 West Broadway, Suite 1800  
28 San Diego, CA 92101

Chief Legal Counsel  
California Coastal Commission  
45 Fremont Street, 20<sup>th</sup> Floor  
San Francisco, CA 94105-2219

Executive Officer  
California State Coastal Conservancy  
1515 Clay St., 10<sup>th</sup> Floor  
Oakland, CA 94612

1 Legal Counsel  
2 California State Coastal Conservancy  
3 1515 Clay St, 10<sup>th</sup> Floor  
4 Oakland, CA 94612

5 To Rancho Cuarta  
6 Joseph Liebman, Esq.  
7 4250 Mariposa Drive  
8 Santa Barbara, CA 93110  
9 email: jliebmanlaw@gmail.com

10 **8. MISCELLANEOUS**

11 8.1 Each Stipulating Party agrees to take such steps and to execute any documents as  
12 may be reasonably necessary or proper to effectuate the purpose and intent of this Agreement and  
13 to preserve its validity and enforceability. In the event that any action or proceeding of any type  
14 whatsoever is commenced or prosecuted by any person or entity not a Stipulating Party hereto to  
15 invalidate, interpret, or prevent the validity, enforcement, or carrying out of all or any of the  
16 provisions of this Agreement, the Stipulating Parties mutually agree, represent, warrant, and  
17 covenant to cooperate fully in opposing such action or proceeding.

18 8.2 None of the Stipulating Parties shall be considered the drafter of this Agreement.  
19 The Stipulating Parties agree that they negotiated this Agreement at arm's length and in good faith,  
20 with each Party receiving advice from independent legal counsel.

21 8.3 All of the Exhibits attached hereto are hereby incorporated by reference as if fully  
22 set forth herein.

23 8.4 Titles and captions contained in this Agreement are inserted only as a matter of  
24 convenience and are for reference purposes only. Such titles and captions in no way are intended  
25 to define, limit, expand or describe the scope of this Agreement, nor the intent of any provision  
26 thereof. The recitals contained herein are contractual in nature and form a material part of this  
27 Agreement.

28 8.5 Except as expressly set forth herein, all Stipulating Parties shall bear their own  
costs and expenses incurred in connection with implementing the terms of this Agreement and  
every aspect of the Settlement.

1           8.6     No breach of any provision hereof can be waived by any Stipulating Party unless in  
2 writing. The waiver by one Stipulating Party of any breach of this Agreement by any other  
3 Stipulating Party shall not be deemed a waiver of any other prior or subsequent breach of this  
4 Agreement.

5           8.7     This Agreement cannot be amended, altered or modified except by a written  
6 agreement duly executed by each Stipulating Party to be charged or its heirs, successors, duly  
7 authorized representative, or assigns.

8           8.8     This Agreement may be executed in counterpart originals, all of which, when so  
9 executed and taken together, shall be deemed an original and all of which shall constitute one and  
10 the same instrument. Each counterpart may be delivered by email (as a pdf attachment), and an  
11 emailed signature shall have the same force and effect as an original signature.

12          8.9     The Stipulating Parties agree that they shall not transfer or assign any claims within  
13 the scope of the releases contained in this Agreement.

14          8.10    This Settlement Agreement shall be binding upon and shall inure to the benefit of  
15 the Stipulating Parties and their respective successors, assignees, heirs, and personal  
16 representatives.

17          8.11    The Court shall retain jurisdiction over the Stipulating Parties to this Agreement  
18 with respect to the future performance of the terms of this Agreement pursuant to Code of Civil  
19 Procedure section 664.6.

20          8.12    Concurrent with execution of this Settlement Agreement, the Stipulating Parties  
21 shall execute a separate stipulation, by which the Stipulating Parties shall agree, pursuant to Code  
22 of Civil Procedure section 583.330(a), to extend the 5-year deadline to prosecute set forth in Code  
23 of Civil Procedure section 583.310 for a period of one year, and expressly waive their right to  
24 mandatory dismissal of the Action during that period. The purpose of the stipulation is to allow  
25 the parties the necessary time to certify the settlement class and file a Motion for Approval of the  
26 Class Action Settlement. The Stipulating Parties shall work in good faith to diligently pursue  
27 certification of the class and approval of the class action settlement.

28

1           **IN WITNESS WHEREOF** the Stipulating Parties have executed this Agreement on the  
2 date(s) indicated below.

3 Dated: \_\_\_\_\_, 2017           HOLLISTER RANCH OWNERS' ASSOCIATION  
4  
5 BY: \_\_\_\_\_  
6           PRESIDENT BOARD OF DIRECTORS

7 Dated: \_\_\_\_\_, 2017           STATE COASTAL CONSERVANCY  
8  
9 BY: \_\_\_\_\_  
10           SAMUEL SCHUCHAT, EXECUTIVE OFFICER

11 Dated: \_\_\_\_\_, 2017           CALIFORNIA COASTAL COMMISSION  
12  
13 BY: \_\_\_\_\_  
14           NAME:  
15           TITLE:

16 Dated: \_\_\_\_\_, 2017           RANCHO CUARTA  
17  
18 BY: \_\_\_\_\_  
19           NAME:  
20           TITLE:

21 APPROVED AS TO FORM:  
22 Dated: \_\_\_\_\_, 2017           BROWNSTEIN HYATT FARBER SCHRECK, LLP  
23  
24 By: \_\_\_\_\_  
25           STEVEN A. AMERIKANER  
26           BETH COLLINS-BURGARD  
27           Attorney for Plaintiff The Hollister Ranch  
28           Owners' Association



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: \_\_\_\_\_, 2017

XAVIER BECERRA, ATTORNEY GENERAL OF  
THE STATE OF CALIFORNIA

By: \_\_\_\_\_  
JAMEE JORDAN PATTERSON, Supervising  
Deputy Attorney General  
Attorneys for Defendants State Coastal  
Conservancy and California Coastal Commission

Dated: \_\_\_\_\_, 2017

LAW OFFICES OF JOSEPH LIEBMAN

BY: \_\_\_\_\_  
JOSEPH LIEBMAN  
Attorney for Defendant and Real Party in Interest  
Rancho Cuarta