

Attachment 2

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8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO, NORTH COUNTY DIVISION**

10 THE HYDRO COMPANY, INCORPORATED,)
doing business in California as THE NEVADA)
11 HYDRO COMPANY, INC.,)

12 Plaintiff,

13 v.

14
15 ELSINORE VALLEY MUNICIPAL WATER)
DISTRICT; and DOES 1 to 25, inclusive,)

16
17 Defendants.)

18 AND RELATED CROSS-ACTION)
19

CASE NO: 37-2012-00057077-CU-BC-NC

[IMAGED FILE]

**STIPULATION TO EXTEND STAY OF
ACTION AND CONTINUE STATUS
CONFERENCE; ORDER THEREON**

DEPT: N-31

JUDGE: Hon. Timothy Casserly

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21 WHEREAS this is an action for breach of contract arising out of a 1997 agreement
22 ("Development Agreement") between plaintiff The Hydro Company, Incorporated, doing business as
23 The Nevada Hydro Company, Inc., ("Nevada Hydro") and defendant Elsinore Valley Municipal Water
24 District ("District") for the development of a hydroelectric power facility and related transmission lines,
25 known as the Lake Elsinore Advanced Pumped Storage ("LEAPS") project.

26 WHEREAS the Parties have privately mediated their dispute with the Hon. J. Richard Haden;
27 WHEREAS, as a result of the last mediation session with Judge Haden, the Parties developed
28 a framework for the potential settlement of this action, which included the negotiation of a possible

STIPULATION TO EXTEND STAY, ETC.; ORDER THEREON

1 Water Supply/Management Agreement between Nevada Hydro and the District in connection with the
2 LEAPS Project.

3 WHEREAS, consistent with the Parties' intent to explore the potential for a Water
4 Supply/Management Agreement, the Parties stipulated to, and the court ordered, a stay of this action
5 through February 28, 2018, with a status conference to follow on March 2, 2018.

6 WHEREAS the stipulation and order for stay expressly provides that the stay may be extended
7 if the Parties are continuing to negotiate in good faith.

8 WHEREAS, since the order for stay the Parties have actively pursued the negotiation of a
9 possible Water Supply/Management Agreement, including a productive in-person meeting between party
10 principals, litigation counsel, and water rights counsel on February 13, 2018.

11 WHEREAS the Parties mutually desire to continue their good faith negotiations toward a
12 possible Water Supply/Management Agreement that would provide a water supply for the LEAPS
13 Project, improve Lake Elsinore water levels and water quality, and provide a pathway for global
14 resolution of this litigation.

15 WHEREAS such negotiations will necessarily involve third party vendors and/or suppliers, and
16 will require additional time to explore.

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1 NOW THEREFORE, the Parties, by and through their attorneys of record, DO HEREBY
2 STIPULATE, that:

3 1. The litigation stay is EXTENDED from February 28, 2018 to May 29, 2018, a period of
4 approximately 90 days;

5 2. The status conference scheduled for on March 2, 2018 is CONTINUED to June 8, 2018,
6 at 9:00 a.m., or some date thereafter as may be convenient for the Court.

7 IT IS SO STIPULATED.


8 DATED: _____, 2017

YALE & BAUMGARTEN, LLP

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11 David W. Baumgarten, Attorney for Plaintiff
and Cross-Defendant

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13 DATED: February 1, 2017

BEST BEST & KRIEGER, LLP

14
15 
16 James Gilpin
Whitney Blackhurst
Attorneys for Defendant and Cross-Complainant

17 IT IS SO ORDERED.

18 DATED: _____

Judge of the Superior Court