

SETTLEMENT AGREEMENT

by and among the County of San Luis Obispo, SLO County Citizens for Good Government, Inc., Patricia Gomez, Don Maruska, Allene Villa, and the League of Women Voters re

SLO County Citizens for Good Government et al. v. County of San Luis Obispo et al.
(Case No. 22CVP-0007)

This Settlement Agreement (“Agreement”), entered into as of this 21st day of March, 2023 (“Effective Date”), is made by and among: (i) the County of San Luis Obispo (“County”), (ii) SLO County Citizens for Good Government, Inc., Patricia Gomez, Don Maruska, and Allene Villa (“Petitioners”), and (iii) the League of Women Voters of San Luis Obispo County, Inc. (“League”). The County, Petitioners, and League are each a “Party” and are collectively the “Parties.”

Recitals

A. The recitals included in the Stipulated Judgment (Attachment A hereto) are hereby incorporated by this reference as if fully included herein.

B. California Elections Code section 21500(a) provides “following each federal decennial census for a county whose board is already elected using district based elections, the board shall by ordinance or resolution, adopt boundaries for all of the supervisorial districts of the county so that the supervisorial districts shall be substantially equal in population as required by the United States Constitution.”

C. In 2021, following completion of the 2020 census, the County began the process of adopting a new supervisorial district map for its Board of Supervisors (“the Board”) as required by Elections Code section 21500.

D. The Board subsequently oversaw a lengthy, complex, and contentious redistricting process involving extensive public outreach, reports by demographers, several public hearings, and hundreds of written and oral comments on new voting district maps (the “redistricting process”).

E. During the redistricting process, the Board considered several maps prepared by the County’s demographic consultant, including a map referred to as “Map A” and a map referred to as “Map B” and many more generated by members of the public. At the culmination of the process, the Board narrowed its consideration of proposed maps to two maps: (1) a map presented by Richard Patten, a County resident (the “Patten Map,” “Map 74786,” or the “adopted map”), and a map prepared by the Chamber of Commerce (“Chamber Map”).

F. Petitioners and the League considered and still consider Map A, Map B, and the Chamber Map to be compliant with the California Constitution and with California and federal voting rights and redistricting laws, including the Fair Maps Act (Elections Code section 21500-21509).

G. On December 14, 2021, the Board approved Resolution 2021-311 and Ordinance 3467, (the “Enactments”) adopting Map 74786 establishing new supervisorial districts for the County.

H. On January 12, 2022, Petitioners filed a petition for writ of mandate (“Petition”) against the County and the County Board of Supervisors alleging that the Board violated the Fair Maps Act and the California State Constitution when it adopted Map 74786. The court granted Petitioners leave to file an Amended Petition adding a claim that the County failed to comply with the Public Records Act on December 12, 2022. (The original Petition and the Amended Petition are collectively referred to herein as the “Petition” and the “Lawsuit.”)

I. On June 17, 2022, Judge Federman granted a motion to intervene filed by the League, which filed its petition in intervention for writ of mandate on July 1, 2022.

J. The Petitioners pray for issuance of a writ of mandate ordering the Board to set aside its approval of Map 74786 and to adopt a map that complies with the Fair Maps Act and state and federal constitutional requirements.

K. Elections Code section 21503(a)(2) provides authority for the County to adopt new supervisorial district boundaries prior to the next decennial census when “the board is settling a legal claim that its supervisorial district boundaries violate the United States Constitution, the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), or this chapter.”

L. Currently there are ongoing disputes between the parties about discovery issues, including requests to depose former and present members of the Board of Supervisors, the County’s compliance with Petitioners’ Public Records Act requests, and the content of the record of proceedings that will be before the court.

M. Circumstances have changed significantly since the original Petition was filed, including the trial court’s issuance of a Preliminary Injunction Order on February 9, 2022 (“Preliminary Injunction Order”) finding that Petitioners had established a reasonable probability of prevailing on their claim, the conclusion of a primary and a general supervisorial elections under the adopted map and new boundaries, as well as the significant expenditures of litigation fees and costs by the Parties.

N. In light of the above circumstances, the Parties now desire to finally resolve the lawsuit by (1) setting aside the adopted map, (2) resuming the redistricting process, including at least one public hearing, (3) correcting the procedural issues noted by the trial court in its Preliminary Injunction Order, (4) considering alternative voting district maps, including Map A, Map B, and the Chamber Map, (5) considering repeal of the Enactments, and (6) providing for an end to the Lawsuit if, pursuant to the resumed redistricting process and Board deliberations, the Board adopts a map that is compliant with the California Constitution and with California and federal voting rights and redistricting laws, including the Fair Maps Act.

Accordingly, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Within three (3) days of the Effective Date, the Parties will execute the Stipulated Judgment. Once executed, the Parties will submit the Stipulated Judgment to the court having jurisdiction over the Lawsuit and request that it be entered by the court.

2. No later than May 15, 2023, the Board shall resume and complete the redistricting process, including public participation and consideration of alternative voting district maps (including the Map A, Map B, and the Chamber Map), all as contemplated in the Stipulated Judgment.

3. If by May 15, 2023 the Board's redistricting process results in: (a) the Board's repeal of the Enactments approving Map 74786 and (b) passage of a new Resolution and introduction and passage of a new Ordinance adopting a map that is compliant with the California Constitution and with California and federal voting rights and redistricting laws, including the Fair Maps Act, Petitioners and the League will not object to any return to the writ of mandate filed by the County consistent with their obligations under the Stipulated Judgment.

4. Upon the Court's discharge of the writ of mandate, the County shall be deemed to have satisfied the Stipulated Judgment, including the obligation under the writ of mandate to adopt a map that is compliant with the requirements of the California Constitution and with California and federal voting rights and redistricting laws, including the Fair Maps Act. Petitioners and the League agree that the Board's approval of a map that is compliant with the California Constitution and with California and federal voting rights and redistricting laws, including the Fair Maps Act, will fully satisfy all claims made in the Lawsuit, including claims that the County failed to produce documents sought by SLO Citizens' February 4 and February 24, 2022 Public Records Act requests, and that the Stipulated Judgment bars any and all subsequent actions relating to the two Public Records Act requests and the 2021 redistricting process and the outcome thereof, except an action

to enforce the Stipulated Judgment or participation in the defense of the County's adoption of a compliant map.

5. If the Court does not enter the Stipulated Judgment or the County does not adopt a map that complies with the California Constitution and with California and federal voting rights and redistricting laws, including the Fair Maps Act, this Settlement shall be of no further effect and the Parties reserve all rights with respect to the Litigation.

6. No later than 15 days after the execution of this Agreement, the County shall pay Petitioners a total of three-hundred thousand dollars (\$300,000) in attorneys' fees.

7. General Provisions

(a) Remedies. In the event of a breach of this Agreement, the sole and exclusive remedy against the breaching party shall be judicial enforcement of the Agreement by specific performance, injunction, or other appropriate equitable relief. No Party shall seek or be entitled to any monetary damages in the event of any breach of this Agreement.

(b) Assignment. No Party may assign or otherwise transfer their respective rights or obligations under this Agreement without the prior written consent of the remaining Parties.

(c) Exhibits. All exhibits referenced in this Agreement are attached hereto and made a part of and incorporated herein.

(d) Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

(e) Nonwaiver. Unless otherwise expressly provided in this Agreement, no waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a Party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

(f) Construction. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

(g) Severability. The invalidity of any portion of this Agreement shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent and purpose of this Agreement in a manner consistent with the ruling of the court.

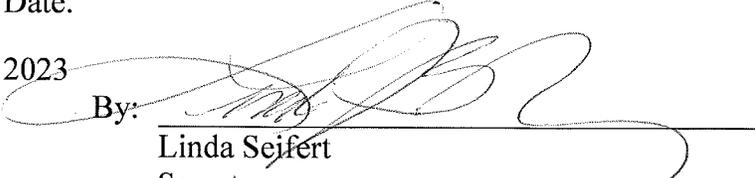
(h) Notices. Communications between the Parties that are required by or made in connection with the Agreement shall be sufficiently given if transmitted electronically (e-mail) followed by delivery of a “hard” copy to the offices of the Parties indicated below.

(i) Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof. Further, none of the Parties shall be bound by any representations, warranties, promises, statements, or information unless expressly set forth herein.

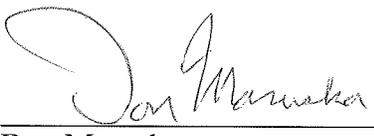
(j) Counterparts. This Agreement may be executed in counterparts, including via electronic signature, all such executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement shall not be binding until signed and delivered by all Parties.

(k) Enforcement. This Agreement is specifically enforceable under the provisions of Code of Civil Procedure section 664.6, and the Parties stipulate to the County of San Luis Obispo Superior Court’s continuing jurisdiction to enforce the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement as of the Effective Date.

Dated: 3/22/2023, 2023
By: 
Linda Seifert
Secretary
SLO County Citizens for Good Government,
Inc.

Dated: _____, 2023
By: _____
Patricia Gomez

Dated: March 22,, 2023
By: 
Don Maruska

Dated: _____, 2023
By: _____
Allene Villa

Dated: _____, 2023
By: _____
Wade Horton
County Administrative Officer
County of San Luis Obispo

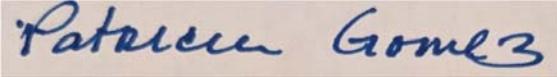
Dated: _____, 2023
By: _____
Cindy Marie Absey
President
League of Women Voters of San Luis
Obispo County, Inc.

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Dated: _____, 2023

By: _____
Don Maruska

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Allene Villa

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County Administrative Officer
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By: _____
Don Maruska

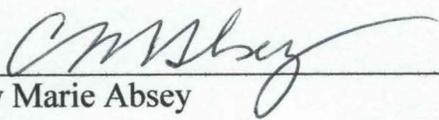
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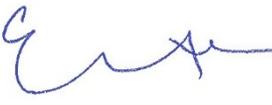
Dated: March 22, 2023

By:  _____
Cindy Marie Absey
President
League of Women Voters of San Luis
Obispo County, Inc.

APPROVED AS TO FORM:

DATED: March 21, 2023

SHUTE, MIHALY & WEINBERGER, LLP

By: 

ELLISON FOLK

Attorneys for Petitioners SAN LUIS OBISPO
COUNTY CITIZENS FOR GOOD
GOVERNMENT, PATRICIA GOMEZ, DON
MARUSKA, ALLENE VILLA

DATED: March 23, 2023

BEST BEST & KRIEGER LLP

By: 

JEFFREY V. DUNN

Attorneys for Respondents COUNTY OF
SAN LUIS OBISPO and BOARD OF
SUPERVISORS OF SAN LUIS OBISPO
COUNTY

DATED: March ____, 2023

MANATT, PHELPS & PHILLIPS, LLP

By: _____

RONALD B. TUROVSKY

Attorneys for Intervenor LEAGUE OF
WOMEN VOTERS OF SAN LUIS OBISPO
COUNTY, INC.

APPROVED AS TO FORM:

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SHUTE, MIHALY & WEINBERGER, LLP

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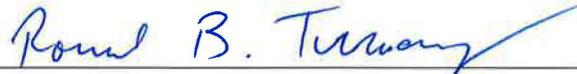
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MANATT, PHELPS & PHILLIPS, LLP

By: _____



RONALD B. TUROVSKY

Attorneys for Intervenor LEAGUE OF
WOMEN VOTERS OF SAN LUIS OBISPO
COUNTY, INC.

Attachment A

1 ELLISON FOLK (State Bar No. 149232)
LAUREN M. TARPEY (State Bar No. 321775)
2 ORRAN G. BALAGOPALAN (State Bar No. 341508)
SHUTE, MIHALY & WEINBERGER LLP
3 396 Hayes Street
San Francisco, California 94102
4 Telephone: (415) 552-7272
Facsimile: (415) 552-5816
5 Folk@smwlaw.com
Ltarpey@smwlaw.com
6 Obalagopalan@smwlaw.com

7 Attorneys for Petitioners SLO COUNTY
CITIZENS FOR GOOD GOVERNMENT,
8 INC.; PATRICIA GOMEZ; DON
MARUSKA; and ALLENE VILLA
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN LUIS OBISPO**

12 SLO COUNTY CITIZENS FOR GOOD
GOVERNMENT, INC.; PATRICIA
13 GOMEZ; DON MARUSKA; and ALLENE
VILLA,

14 Petitioners,

15 v.

16 COUNTY OF SAN LUIS OBISPO;
BOARD OF SUPERVISORS OF SAN
17 LUIS OBISPO COUNTY; and DOES 1-15,

18 Respondents.

19 CLERK-RECORDER OF SAN LUIS
OBISPO COUNTY; and DOES
20 16-25,

21 Real Parties in Interest,

22 LEAGUE OF WOMEN VOTERS OF SAN
23 LUIS OBISPO COUNTY, INC.

24 Intervenor.
25
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28

Case No. 22CVP-0007

**[PROPOSED] STIPULATED
JUDGMENT**

Dept.: 5

Judge: Honorable Craig B. van Rooyen

Action Filed: January 12, 2022

1 IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES IN THE
2 ABOVE-CAPTIONED MATTER BY AND THROUGH THEIR ATTORNEYS OF
3 RECORD AS FOLLOWS:

4 1. Whereas, California Elections Code section 21500 (a) provides “following
5 each federal decennial census for a county whose board is already elected using district
6 based elections, the board shall by ordinance or resolution, adopt boundaries for all of the
7 supervisorial districts of the county so that the supervisorial districts shall be substantially
8 equal in population as required by the United States Constitution;”

9 2. Whereas, in 2021, following completion of the 2020 census, the County of
10 San Luis Obispo (“the County”) began the process of adopting a new supervisorial district
11 map for its Board of Supervisors (“the Board”) as required by Elections Code section
12 21500;

13 3. Whereas, the County hired a redistricting consulting firm, Redistricting
14 Partners, LLC, to assist in developing a new district map;

15 4. Whereas, Redistricting Partners and County staff concluded that because
16 there were minimal changes in the County's population between the 2010 census and the
17 2020 census, the County did not need to make significant changes to its existing
18 supervisorial boundaries;

19 5. Whereas, Redistricting Partners, in cooperation with County staff, prepared
20 four separate maps for the Board's consideration;

21 6. Whereas, one of the maps prepared by Redistricting Partners, “Map A,”
22 made only minor changes to district boundaries to reflect changes in County population
23 since 2010, and another of the maps, “Map B,” likewise made only minor changes to
24 reflect changes in County population since 2010;

25 7. Whereas, members of the public submitted maps to the Board for
26 consideration, including a map prepared by the Chamber of Commerce (“Chamber 2030
27 Map”) and Map 74786, submitted by Richard Patten, a County resident;

28 8. Whereas, the Board considered the draft maps prepared by Redistricting

1 Partners and members of the public at its October 26, 2021 hearing;

2 9. Whereas, at its November 19, 2021 hearing, the Board voted to advance two
3 maps for final consideration: Map 74786 and the Chamber 2030 Map;

4 10. Whereas, Redistricting Partners presented the Board with evidence that map
5 74786 would accelerate the votes of 57,649 people and defer the votes of 57,522 people;

6 11. Whereas, Redistricting Partners presented the Board with evidence that the
7 Chamber 2030 Map would accelerate the votes of 8,292 people and defer the votes of
8 8,663 people;

9 12. Whereas, members of the public presented testimony that Map 74786 would
10 have a disproportionate impact on Democratic voters by, among other impacts, diluting the
11 power of Democratic voters, disproportionately deferring their ability to vote in the 2022
12 election, and disproportionately accelerating the ability of Republican voters to vote in the
13 2022 election;

14 13. Whereas, members of the public presented testimony that Map 74786 would
15 disrupt long-standing communities of interest;

16 14. Whereas, on December 14, 2021, the Board approved Resolution 2021-311
17 and Ordinance 3467, which adopted Map 74786 establishing new supervisorial districts for
18 San Luis Obispo County;

19 15. Whereas, when it adopted Map 74786, the Board of Supervisors adopted
20 findings stating that “the Board of Supervisors received some submissions from the public
21 concerning political demographics and the effect of political parties, or incumbents or
22 political candidates, but did not take such information into account or consider such data in
23 its decision on the preferred map;”

24 16. Whereas, on January 12, 2022, Petitioners San Luis Obispo Concerned
25 Citizens for Good Government (“SLOCCGG”), Patricia Gomez, Don Maruska, and Allene
26 Villa (collectively “Petitioners”) filed a petition for writ of mandate (“Petition”) against the
27 County and the County Board of Supervisors as Respondents and named Elaina Cano,
28 Clerk-Recorder of the County of San Luis Obispo, as Real-Party-In-Interest;

1 17. Whereas, the Petition alleges that the Board violated the Fair Maps Act and
2 the California State Constitution when it adopted Map 74786;

3 18. Whereas, the Petition prays for issuance of a writ of mandate ordering the
4 Board to set aside its approval of Map 74786 and to adopt a map that complies with the
5 Fair Maps Act and state constitutional requirements;

6 19. Whereas, the Petition prays for an award of attorneys’ fees and costs under
7 Code of Civil Procedure Section 1021.5, Government Code Section 800, and Elections
8 Code Section 21509 and any other applicable provision of law;

9 20. Whereas, the Petition prays for this Court to retain jurisdiction over this
10 matter to ensure compliance with any writ of mandate;

11 21. Whereas, on January 26, 2022, Petitioners filed a motion for a preliminary
12 injunction, which was opposed by the County;

13 22. Whereas, on February 9, 2022, the Honorable Judge Rita Federman issued an
14 order on the motion for a preliminary injunction (“Preliminary Injunction Order”);

15 23. Whereas, the Preliminary Injunction Order found that Elections Code section
16 21500(d) prohibits the Board from adopting a “map to achieve the goal of favoring or
17 discriminating against a political party;”

18 24. Whereas, the Preliminary Injunction Order found that “once it is presented
19 with evidence of the possibility of a discriminatory impact, the Board must receive the
20 evidence and evaluate its weight, reliability, and relevance in order to determine whether
21 the map under consideration invokes the prohibition set forth in subdivision (d);”

22 25. Whereas, the Preliminary Injunction Order found that “[I]n noting that it had
23 received public comments concerning political demographics and the effect of the Adopted
24 Map [Map 74786] on political parties, but affirming that it did not ‘consider such data in
25 its decision,’ the Board failed to comply with the procedure required by law;”

26 26. Whereas, the Preliminary Injunction Order therefore found that “Petitioners
27 have established a reasonable probability of prevailing on their claim under subdivision
28 (d);”

1 demonstrating compliance with the writ.

2 D. Pursuant to Code of Civil Procedure section 664.6, this Court shall retain
3 jurisdiction over this matter to ensure compliance with this judgment and the writ.

4 E. The parties will bear their own costs and attorneys' fees, except where
5 otherwise provided by written agreement.

6 DATED: _____, 2023

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HONORABLE CRAIG B. VAN ROOYEN
Judge of the Superior Court

10

11 **APPROVED AS TO FORM:**

12 DATED: March ___, 2023

SHUTE, MIHALY & WEINBERGER, LLP

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By: _____

ELLISON FOLK
Attorneys for Petitioners SAN LUIS OBISPO
COUNTY CITIZENS FOR GOOD
GOVERNMENT, PATRICIA GOMEZ, DON
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BEST BEST & KRIEGER LLP

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By: 

JEFFREY V. DUNN
Attorneys for Respondents COUNTY OF
SAN LUIS OBISPO and BOARD OF
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ELLISON FOLK

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COUNTY CITIZENS FOR GOOD
GOVERNMENT, PATRICIA GOMEZ, DON
MARUSKA, ALLENE VILLA

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BEST BEST & KRIEGER LLP

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By: _____

JEFFREY V. DUNN

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Attorneys for Respondents COUNTY OF
SAN LUIS OBISPO and BOARD OF
SUPERVISORS OF SAN LUIS OBISPO
COUNTY

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1 DATED: March __, 2023

MEYERS NAVE

2

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By: _____

JENNIFER L. RIGGS

4

Attorneys for Real Party in Interest CLERK-
RECORDER OF SAN LUIS OBISPO
COUNTY

5

6

7

8 DATED: March 21, 2023

MANATT, PHELPS & PHILLIPS, LLP

9

10

By: Ronald B. Turovsky

RONALD B. TUROVSKY

11

Attorneys for Intervenor LEAGUE OF
WOMEN VOTERS OF SAN LUIS OBISPO
COUNTY, INC.

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MEYERS NAVE

By: 
JENNIFER L. RIGGS

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RECORDER OF SAN LUIS OBISPO
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