

Filed
December 30, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
17CV316927
By: totwell

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

CITY OF HALF MOON BAY, a municipal corporation,

Plaintiff,

vs.

GRANADA COMMUNITY SERVICES DISTRICT and MONTARA WATER AND SANITATION DISTRICT,

Defendants,

SEWER AUTHORITY MID-COASTSIDE,

Real Party in Interest.

Case No.: 17CV316927
Unlimited Jurisdiction

JUDGMENT

Dept: 9
Judge: Hon. Julia Alloggiamento

Complaint Filed: July 11, 2017

AND RELATED CROSS-ACTIONS

This matter came on regularly for trial on July 14, 2025, in Department 9 of the above-entitled court, the Honorable Julia Alloggiamento presiding. Pamela K. Graham and John A. Abaci appeared for Plaintiff and Cross-Defendant City of Half Moon Bay ("City"), William P.

JUDGMENT

1 Parkin and Bradley A. Bening appeared for Defendant and Cross-Complainant Granada
2 Community Services District (“Granada”), and Christine C. Fitzgerald and Leila N. Sockolov
3 appeared for Defendant and Cross-Complainant Montara Water and Sanitary District
4 (“Montara”).

5 Further proceedings were held in the trial of this matter on July 25 through July 31,
6 2025. This Court read its Proposed Statement of Decision on August 12, 2025, and requested
7 that prevailing parties, Granada and Montara, prepare the written proposed Statement of
8 Decision. A Proposed Statement of Decision was filed by the Court on September 11, 2025,
9 and the City filed Objections to Proposed Statement of Decision on September 30, 2025. After
10 consideration of the Objections to Proposed Statement of Decision, the Court issued its final
11 Statement of Decision on December 1, 2025, and the Court directed that Judgment be entered
12 in favor of Granada and Montara on their Cross-Complaints, and against the City on its
13 Complaint.

14 Accordingly, it is ORDERED, ADJUDGED, and DECREED that:

15 1. Judgment is entered for Granada and Montara on their Cross-Complaints and
16 the City’s Complaint, and against the City on its Complaint and Granada’s and Montara’s
17 Cross-Complaints.

18 2. For the reasons set forth in the Statement of Decision filed on December 1, 2025,
19 which is hereby incorporated herein by reference, the Court denies all relief City requested in its
20 Complaint, and the City shall take nothing from Granada and Montara on any and all causes of
21 action in its Complaint, and Granada and Montara are granted declaratory relief on their Cross-
22 Complaints as follows:

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26 a) Repair and replacement of the IPS, that does not expand or transform that facility
27 but rather keeps the entire consolidated wastewater system operational,

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constitutes maintenance under the JPA, not construction requiring a Project Budget;

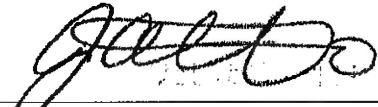
- b) Repair and replacement of the IPS that constitutes maintenance as described above is to be paid from a General Budget, such as those expenditures for repair and replacement contained in the 2017-2018 SAM General Budget and in following SAM General Budgets; and
- c) The City is required to pay its share of repair and replacement based on flows into the single consolidated treatment plant facility.

4. Granada and Montara are prevailing parties and shall recover their costs from the City of Half Moon Bay according to a timely-filed memorandum of costs and the Court's ruling on any timely-filed motion to strike or tax costs. The Court reserves jurisdiction to determine Granada's and Montara's entitlement to recovery of attorneys' fees and the amount thereof, if any, upon the timely filing of motions for attorneys' fees.

IT IS SO ORDERED AND ADJUDGED.

Dated: **DEC 30 2025**




HONORABLE JULIA ALLOGGIAMENTO
JUDGE OF THE SUPERIOR COURT