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7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF KINGS

10  
11 TULARE LAKE CANAL COMPANY and  
TULARE LAKE BASIN WATER STORAGE  
12 DISTRICT,

13 Petitioners,

14 v.

15 STRATFORD PUBLIC UTILITY DISTRICT,

16 Respondent.

17 SANDRIDGE PARTNERS, L.P.

18 Real Party in Interest.

19 DOES 1 through 50  
20

Case No. 25CU0114

**SANDRIDGE PARTNERS, L.P.’S  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
MOTION TO COMPEL ARBITRATION  
AS TO INSTALLATION OF THE  
PIPELINE OR IN THE ALTERNATIVE  
FOR RECONSIDERATION AND  
MODIFICATION OF RULING DENYING  
ARBITRATION**

Date: December 29, 2025  
Time: 8:15 a.m.  
Dept.: 2

Action Filed: March 14, 2025

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1 Real Party in Interest, SANDRIDGE PARTNERS, L.P. (“Sandridge”) hereby submits the  
2 following Memorandum of Points and Authorities in Support of its Motion to Compel Arbitration  
3 As to Installation of the Pipeline or in the Alternative for Reconsideration and Modification of  
4 Ruling Denying Arbitration.

5 **I.**  
6 **INTRODUCTION**

7 Sandridge moves the Court to compel arbitration of the dispute between the parties as to  
8 when Sandridge can commence installation of the subject pipeline of this action. This Court recently  
9 concluded the dispute as to the adequacy of a Final EIR concerning the installation of a pipeline was  
10 not subject to arbitration. (See Court’s Ruling attached as Exhibit “H” to the Request for Judicial  
11 Notice filed herewith (“RJN”). Accepting that ruling, Sandridge nevertheless requests that the Court  
12 compel arbitration of the subsidiary issue of the provisional remedy enjoining the installation of the  
13 pipeline where, as here, the Court acknowledges that the circumstances and conditions under which  
14 the pipeline may be installed is in fact an issue the parties agreed to arbitrate.

15 Before this Court is the undisputed fact that Tulare Lake Canal Company (“TLCC”) signed  
16 a Settlement Agreement after years of litigation involving the very project approved by Stratford  
17 Public Utility District (“SPUD”). TLCC now challenges the Final EIR approved by SPUD, but in  
18 the course of doing so, sought and obtained a preliminary injunction enjoining Sandridge from  
19 installing the pipeline during the pendency of the instant case, an issue Sandridge has consistently  
20 asserted the parties agreed to arbitrate. (Verified Petition for Writ of Mandate, attached as Exhibit  
21 “C” to the RJN.)

22 As this Court’s recent ruling acknowledged, granting arbitration as to “when the pipeline  
23 can be installed and have it submitted to Justice Kane and allow the CEQA process to go forward  
24 in Kings County” is consistent with the Court’s tentative decision. (Ruling, pp. 4:24 - 5:3, attached  
25 as Exhibit “H” to the RJN.) Despite the Court’s recognition of the arbitrability of the issue of when  
26 the installation of the pipeline can occur, the Court declined to rule on such issue at this time because  
27 it believed Sandridge’s Motion did not request such relief. (*Id.* at p. 5:1-3.) Sandridge believes that  
28 the Motion was sufficiently broad to empower the Court to grant such relief, but, out of an excess

1 of caution, now brings this request for the specific relief before the Court.

2 **II.**  
3 **RELEVANT FACTUAL BACKGROUND**

4 On January 25, 2022, TLCC filed a Complaint for injunctive relief to prevent Sandridge  
5 from installing a pipeline under TLCC’s canal (“Trespass Case”). (Complaint for Injunctive Relief,  
6 ¶¶ 1, 11 – 28, attached as Exhibit “A” to the RJN.)

7 Less than a month later, TLCC filed a Verified Petition for Writ of Mandate against SPUD  
8 and others seeking a court order to have SPUD act as the lead agency and conduct an environmental  
9 review under CEQA of Sandridge’s pipeline project (“Original CEQA Case”). (Verified Petition for  
10 Writ of Mandate, ¶ 1, attached as Exhibit “B” to the RJN.)

11 After settling the above-referenced cases, TLCC then filed the current Verified Petition for  
12 Writ of Mandate against SPUD challenging the sufficiency of SPUD’s CEQA review of the pipeline  
13 (“Current Case”). (Verified Petition for Writ of Mandate, ¶¶ 1 – 2, 26 – 29, attached as Exhibit “C”  
14 to the RJN.)

15 The Trespass Case and Original CEQA Case were extensively litigated for over two years  
16 and resolved by way of a settlement agreement, executed by TLCC on March 7, 2025. (Settlement  
17 and Release Agreement (“Settlement Agreement”), attached as Ex. 1 to Declaration of Marshall C.  
18 Whitney in Support of Prior Motion to Compel Arbitration (“Prior Whitney Decl.”), p. 8.)<sup>1</sup> The  
19 settlement was exhaustively negotiated before retired Fifth District Court of Appeal Justice Stephen  
20 Kane. (*Id.* at ¶ 3.)

21 The Settlement Agreement specifies certain conditions that must occur before the pipeline  
22 can be completed, including the completion of an EIR. (See Prior Whitney Decl. attached as Exhibit  
23 “G” to the RJN, Exhibit “1” at ¶1(d).) Further, before the pipeline at issue can be connected under  
24 the Tulare Lake Canal, a portion that is vital before it can become operable, a negotiated Common  
25 Use Agreement must go into effect between Sandridge and TLCC. (*Id.* at ¶ 4, Ex. 1, ¶ 1(c)(i).) As  
26

27  
28 <sup>1</sup> For the Court’s convenience, this prior Declaration with exhibits are attached as Exhibit “G” to the RJN and attested to in paragraph 3 of the Declaration of Marshall C. Whitney filed herewith.

1 part of the settlement, TLCC specifically agreed to allow Sandridge to complete the pipeline under  
2 the Tulare Lake Canal – “Sandridge shall be entitled to complete the installation of its pipeline under  
3 the TLCC canal by cutting through the ditch and without the necessity of boring so long as Sandridge  
4 does not interfere with TLCC’s reasonable use of the canal and Sandridge restores the canal to its  
5 original condition before installation of the pipeline.” (*Id.* at ¶1(c)(ii).) TLCC also agreed that  
6 Sandridge could commence completion of the pipeline installation “upon execution of the definitive  
7 settlement agreement, Common Use Agreement, and completion of a final, approved environmental  
8 document (CEQA Review).” (*Id.* at ¶ 1(c)(iii).)

9 TLCC has not responded to Sandridge’s proposed Common Use Agreement. (Prior Whitney  
10 Decl., ¶ 4, attached as Exhibit “G” to the RJN.) However, one of the conditions for completion of  
11 the pipeline under TLCC’s canal has been fulfilled – a final, approved environmental document. (*Id.*  
12 at Exhibit “1” at ¶1(c)(iii); see also Final Environmental Impact Report, attached as Exhibit “2”  
13 attached to the Whitney Decl. attached as Exhibit “G” to the RJN.)

14 Eventually, the parties agreed to have Justice Kane mediate any disputes concerning  
15 implementation and enforcement of the Settlement Agreement. (See Settlement Agreement attached  
16 as Exhibit “1” to the Whitney Decl. attached as Exhibit “G” to the RJN at ¶¶ 2 - 13.) TLCC has  
17 chosen to ignore the Settlement Agreement and sought and obtained a preliminary injunction  
18 enjoining Sandridge from installing the pipeline, notwithstanding the fact that the timing and  
19 conditions for installing the pipeline were expressly addressed in the parties’ Settlement and  
20 Agreement to Arbitrate. (See Order On Motion for Change of Venue and Preliminary Injunction,  
21 attached as Exhibit “D” to the RJN.)

22 The Settlement Agreement expressly provides a broad dispute resolution framework to  
23 resolve the pipeline issue. Section 1 of the Settlement Agreement provides a framework about how  
24 TLCC and Sandridge will work together to allow Sandridge to build the pipeline in a manner that  
25 alleviates TLCC’s purported concerns. Sandridge and TLCC are to enter into a ‘Common Use  
26 Agreement’ authorizing the pipeline crossing under the Tulare Lake Canal. (See Settlement  
27 Agreement attached as Exhibit “1” to the Whitney Decl. attached as Exhibit “G” to the RJN at  
28 ¶1(c).) Therein, the parties agreed that any dispute relating to the Common Use Agreement will be

1 resolved first through mediation, then by arbitration (if necessary) by an arbitrator who is intimately  
2 familiar with the interrelated disputes involving the pipeline and who helped the parties resolve  
3 these issues initially. (*Ibid.*) Pursuant to the Agreement, TLCC expressly allowed Sandridge to cut  
4 into the ditch without boring, as long as Sandridge did not interfere with TLCC’s reasonable use of  
5 the canal, and TLCC must approve the plans for the pipeline installation. (*Ibid.*) Most importantly  
6 for purposes of this Motion, the parties expressly agreed that “Sandridge can commence completion  
7 of the pipeline installation through and under the TLCC canal upon execution of the definitive  
8 settlement agreement, Common Use Agreement, and completion of a final, approved environmental  
9 document (CEQA review).” (*Ibid.*) Moreover, the parties agreed that Ret. Justice Kane shall be  
10 retained by the Parties **to interpret and enforce this Agreement** as set forth in the Dispute  
11 Resolution Process described in Paragraph 13 below.” (*Id.* at ¶2) [Emphasis Added].

12 **A. Sandridge’s Request To Arbitrate The Right To Install The Pipeline.**

13 On or about June 25, 2025, Sandridge filed its Motion to Compel Arbitration. (See Exhibits  
14 “E” through “G” attached to the RJN.) The Notice Of Motion And Motion To Compel Arbitration,  
15 Vacate Ruling On Injunction, And, In The Alternative, Increase Bond (“Notice of Motion”)  
16 provided:

17 This Motion is made upon the grounds that Tulare Lake Canal Company agreed to  
18 arbitrate this matter by signing a settlement agreement that requires arbitration if the  
19 parties are unable to agree regarding the environmental review of the subject  
20 pipeline. Any dispute regarding such environmental review, **including the use of  
21 provisional remedies, should be addressed as part of the agreed-upon dispute  
22 resolution process of the Settlement Agreement** and not by this Court. (Notice of  
23 Motion, p. 1:26 – 2:2, attached as Exhibit “E” to the RJN.) [Emphasis Added].

24 Not only did the Notice of Motion indicate the use of provisional remedies should be  
25 addressed in the agreed-to arbitration, Sandridge’s Memorandum of Points and Authorities in  
26 Support of Motion And Motion To Compel Arbitration, Vacate Ruling On Injunction, And, In The  
27 Alternative, Increase Bond (“Memorandum”) provided:

28 This matter should be decided through arbitration, if the parties are unable to reach  
an agreement. Involvement by the Court at this time is premature and will only  
undermine the purpose of arbitration and the long-established principle that judicial  
intervention in the arbitration process should be minimized. (*Swan Magnetics v.  
Superior Court* (1997) 56 Cal.App.4th 1504, 1511.) **Any provisional remedy**

1           **should be decided by the arbitrator as part of the agreed-upon process.**  
2           Accordingly, the order from May 16, 2025, granting TLCC’s request for a  
3           preliminary injunction should be vacated, and the matter should be ordered to  
4           arbitration pursuant to the agreement of the parties. (Memorandum at p. 2:10-17,  
5           attached as Exhibit “F” to the RJN.) [Emphasis Added].

6           Sandridge attempted to make it clear that the Arbitrator and not this Court should determine  
7           TLCC’s right to enjoin the installation of the pipeline in Section II(B) of its original Memorandum  
8           wherein it asserted:

9           **The Court’s order granting a preliminary injunction should be vacated as it is**  
10           **unnecessary and premature. Any need for a provisional remedy like a**  
11           **preliminary injunction can be addressed by the arbitrator.** (See *Ferguson v.*  
12           *Corinthian Colls., Inc.* (9th Cir. 2013) 733 F.3d 928, 937; See also *Kirk v. Ratner*  
13           *(2022)* 74 Cal.App.5th 1052, 1062.) Further, Sandridge is required to obtain a  
14           Common Use Agreement from TLCC in order to complete the pipeline project per  
15           the terms of the Settlement Agreement. (Whitney Decl at ¶ 4, Ex. 2, ¶ 1(d) attached  
16           as Exhibit “G” to the RJN.) [Emphasis Added]. There is no urgency and no need to  
17           have a provisional remedy issued in the wrong forum when the parties are required  
18           to address this issue in a different forum pursuant to the terms of the Settlement  
19           Agreement.

20           Along with vacating the Court’s order on preliminary injunction, Sandridge requests  
21           that the Court either dismiss or stay this action “until an arbitration is had in  
22           accordance with the order to arbitrate or until such earlier time as the court specifies.”  
23           (Code Civ. Proc., § 1281.4.) (Memorandum at pp. 7:21-8:3, attached as Exhibit “F”  
24           to the RJN.) [Emphasis Added].

25           **B. The Court’s October 7, 2025 Ruling.**

26           On October 7, 2025, the Court issued its Ruling on Sandridge Partners’ Motion to Compel  
27           Arbitration and Vacate the Ruling on the Injunction. (See Ruling, attached as Exhibit “H” to the  
28           RJN.) The Court’s Ruling concluded that the adequacy of the EIR under CEQA was not the subject  
29           of the parties’ agreement to arbitrate. (*Id.* at p. 4:6-12.) This Motion does not challenge that finding.  
30           This Motion addresses the Court’s observation that mediation and arbitration are required to  
31           determine when construction of the pipeline may begin:

32           In other words, whether a court must first find that the EIR is adequate before, for  
33           example, the Common Use Agreement may be executed and the pipeline  
34           construction commenced is an issue that appears to require mediation and arbitration.  
35           (Ruling, p. 4:12-16, attached as Exhibit “H” to the RJN.)

1 This finding supports arbitration of the issue as to when the pipeline may be constructed, but  
2 the Ruling stated Sandridge’s motion did not seek such a remedy. (Ruling, pp. 4:24-5:3, attached as  
3 Exhibit “H” to the RJN.) By this Motion, Sandridge seeks to present the foregoing issue squarely to  
4 the Court to assure the parties’ agreement to arbitrate is honored.

5 **III.**  
6 **LAW AND ARGUMENT**

7 When presented with a motion to compel arbitration under California law, it is a court’s  
8 fundamental duty to determine which issues are subject to arbitration and which are not. This duty  
9 stems from both statutory requirements and established judicial precedent that places the threshold  
10 determination of arbitrability squarely within the court’s jurisdiction. Under California Code of Civil  
11 Procedure Section 1281.2, when a party petitions to compel arbitration, the Court has a mandatory  
12 duty to make specific determinations before ordering arbitration. The statute requires the Court to  
13 determine whether an agreement to arbitrate the controversy exists, and if so, order the parties to  
14 arbitrate the matter unless a specific exception applies. (CCP §1281.2.) This statutory framework  
15 establishes two threshold issues that courts must resolve: (1) whether an enforceable arbitration  
16 agreement exists between the parties; and (2) whether the purported claims at issue are covered by  
17 the arbitration agreement. (*Omar v. Ralphs Grocery Co.* (2004) 118 Cal.App.4th 955, 961.)

18 As acknowledged in the Court’s Ruling in this case, there is a presumption in favor of  
19 arbitration in this state. (*OTO, L.L.C. v. Kho* (2019) 8 Cal.5th 111, 125.) (Ruling at p. 1:22-27,  
20 attached as Exhibit “H” to the RJN.) Therefore, if there is any ambiguity about whether the issue of  
21 the timing and conditions of the installation of the pipeline should be arbitrated, such ambiguity  
22 should be resolved in favor of arbitration. (*Aanderud v. Superior Court* (2017) 13 Cal.App.5th 880,  
23 890; *Victrola 89, LLC v. Jaman Properties 8 LLC* (2020) 46 Cal.App.5th 337, 355-56.)

24 **A. The Court Can And Should Compel Arbitration Of The Provisional Remedy Of**  
25 **Injunctive Relief So That The Issue Of The Timing And Conditions Of The Pipeline**  
26 **Installation Can Be Addressed Under The Dispute Resolution Provisions Of The**  
**Settlement Agreement.**

27 In deciding whether to require arbitration, a court must first determine whether a valid  
28 agreement to arbitrate exists and whether the specific dispute falls within the scope of that

1 agreement. This determination is guided by general principles of California contract law. A court  
2 may consider evidence, including declarations and affidavits, to resolve factual disputes related to  
3 the enforceability and applicability of the arbitration agreement. (*Rebolledo v. Tilly's, Inc.* (2014)  
4 228 Cal.App.4th 900, 912 – 913; *Alvarez v. Altamed Health Services Corp.* (2021) 60 Cal.App.5th  
5 572, 580.) If the agreement is valid and enforceable, a court will compel arbitration of the arbitrable  
6 issues while retaining jurisdiction over non-arbitrable issues, which may proceed as part of the  
7 litigation filed with the court. (CCP §§ 1281.2 and 1281.4.)

8 In short, Sandridge's Motion to Compel Arbitration required the Court to first determine if  
9 there was a valid arbitration agreement between the parties. The Court so found. (Ruling, p. 4:9-12,  
10 attached as Exhibit "H" to the RJN.)

11 Next, the Motion to Compel Arbitration required the Court to determine what issues were  
12 and were not arbitrable. Here, the Court found the issue of the Final EIR's compliance with CEQA  
13 was not arbitrable, but the issue of the conditions and timing for the construction of the pipeline  
14 appeared to be. (Ruling, p. 4:9-12, attached as Exhibit "H" to the RJN.) Having made that  
15 determination, the Court should require the parties to arbitrate that issue, as it was in fact subsumed  
16 in the Motion to Compel Arbitration. This is consistent with the Court's role to resolve all factual  
17 issues. For example, in *Brown v. Wells Bank N.A.* (2008) 168 Cal.App.4th 938, 952-953, the  
18 appellate court found that a trial court errs if it only identifies factual disputes without resolving  
19 them. The Court must determine whether an agreement to arbitrate exists and whether it is  
20 enforceable, based on prima facie evidence and any defenses raised. (*Ibid.*; *Alvarez v. Altamed*  
21 *Health Services Corp., supra*, 60 Cal.App.5th at p. 580.) This precedent underscores the necessity  
22 of addressing all relevant issues in a motion to compel arbitration.

23 The foregoing is consistent with Code of Civil Procedure section 1281.2's requirement that  
24 a court must order arbitration unless it determines that the right to compel arbitration has been  
25 waived, or other specific exceptions apply. From the outset of this case, Sandridge has consistently  
26 asserted the parties' Settlement Agreement and agreed-upon dispute resolution process compelled  
27 mediation and arbitration not only of the CEQA review of the Final EIR, but also of the  
28 circumstances under which the pipeline could be constructed. (See Notice of Motion and

1 Memorandum attached as Exhibits “E” and “F” to the RJN.) The Court should directly address this  
2 issue in ruling on this current Motion.

3 **B. In The Alternative, The Court Should Reconsider Its Prior Ruling Denying Arbitration**  
4 **Over The Issue Of When The Pipeline Can Be Constructed.**

5 In the context of arbitration, courts have specifically recognized their authority to reconsider  
6 orders compelling or denying arbitration, even without a change in law, as part of their inherent  
7 jurisdiction to ensure fair and accurate decision-making. For instance, in *Pinela v. Neiman Marcus*  
8 *Group, Inc.* (2015) 238 Cal.App.4th 227, 237, the appellate court affirmed that trial courts could  
9 revisit the foundational question of whether the parties are bound by an arbitration agreement. “Even  
10 without a change of law, a trial court may exercise its inherent jurisdiction to reconsider an interim  
11 ruling. Specifically, the trial court has authority to reconsider orders compelling or denying  
12 arbitration.” (*Ibid.*)

13 Not only may a party may move for reconsideration Code of Civil Procedure section 1008,  
14 a court also retains the discretion to reconsider its ruling on its own motion to address potential legal  
15 errors, particularly in interim orders such as those involving arbitration. (*Cox v. Bonni* (2018) 30  
16 Cal.App.5th 287, 312; *Le Francois v. Goel* (2005) 35 Cal.4th 1094, 1107- 1008; *Pinela v. Neiman*  
17 *Marcus Group, Inc., supra*, 238 Cal.App.4th at p. 237.)

18 **C. The Court Should Vacate Its Issuance Of Preliminary Injunction And Defer The Issue**  
19 **To The Parties’ Agreed-Upon Dispute Resolution Process.**

20 The Court’s Order granting a preliminary injunction should be vacated as it is unnecessary  
21 and premature. Any need for a provisional remedy like a preliminary injunction can be addressed  
22 by the arbitrator. (See *Ferguson v. Corinthian Colls., Inc.* (9th Cir. 2013) 733 F.3d 928, 937; See  
23 also *Kirk v. Ratner* (2022) 74 Cal.App.5th 1052, 1062.)

24 Further, Sandridge is required to obtain a Common Use Agreement from TLCC in order to  
25 complete the pipeline project per the terms of the Settlement Agreement. (See Settlement  
26 Agreement, ¶ 1(d), attached as Ex. 1 to Prior Whitney Decl attached as Exhibit “G” to the RJN.) In  
27 short, Sandridge cannot presently commence construction unless and until the Arbitrator determines  
28 the propriety of TLCC’s actions in not responding to Sandridge’s proposed Common Use

1 Agreement. There is no urgency and no need to have a provisional remedy issued in the wrong  
2 forum when the parties are required to address this issue in a different forum pursuant to the terms  
3 of the Settlement Agreement.

4 Based on the Court's Ruling, the case before the Court that will proceed will be the efficacy  
5 of the Final EIR. Sandridge requests that the issue concerning when the pipeline can be installed be  
6 submitted to retired Justice Stephen Kane as the parties agreed.

7 **IV.**  
8 **CONCLUSION**

9 For the reasons set forth above, Sandridge therefore respectfully requests the Court rule as  
10 it indicated it should in its prior ruling and order the issue of when the pipeline can be installed to  
11 arbitration, along with any provisional remedies related thereto.

12 Dated: October 15, 2025

WHITNEY, THOMPSON & JEFFCOACH LLP

13  
14 By:   
15 Marshall C. Whitney  
16 Kristi D. Marshall  
17 Attorneys for Sandridge Partners, L.P.

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**PROOF OF SERVICE**

**Tulare Lake Canal Company, et al. vs. Stratford Public Utility District, et al.  
Case No. 25CU0114**

**STATE OF CALIFORNIA, COUNTY OF FRESNO**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Fresno, State of California. My business address is 970 W. Alluvial Ave., Fresno, CA 93711.

On October 15, 2025, I served true copies of the following document(s) described as **SANDRIDGE PARTNERS, L.P.’S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address abroome@wtjlaw.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 15, 2025, at Fresno, California.



Audra Broome

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**SERVICE LIST**  
**Tulare Lake Canal Company, et al. vs. Stratford Public Utility District, et al.**  
**Case No. 25CU0114**

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