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8 SANTA BARBARA CHANNELKEEPER

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 IN AND FOR THE COUNTY OF SAN FRANCISCO
11 SAN FRANCISCO DIVISION

12 SANTA BARBARA CHANNELKEEPER, a)
13 California non-profit corporation,)

14 Petitioner,)

15 v.)

16 STATE WATER RESOURCES CONTROL)
17 BOARD, a California State Agency; CITY OF)
18 BUENAVENTURA, a California municipal)
19 corporation,)

20 Respondents.)

Case No. CPF-14-513875

**FIRST AMENDED COMPLAINT FOR
DECLARATORY RELIEF AND VERIFIED
PETITION FOR WRIT OF MANDATE**

Code of Civil Procedure §§ 1060, 1085, 1086;
California Constitution, Article X, § 2;
Water Code § 275

1 **I. Introduction**

2 1. Santa Barbara Channelkeeper (Channelkeeper, SBCK, or Petitioner) hereby seeks from
3 this Court a Declaratory Judgment pursuant to California Code of Civil Procedure section 1060
4 declaring that the City of Buenaventura's (Ventura or City) use of Reach 4 of the Ventura River (River)
5 from April through October is unreasonable in violation of Article X, section 2 of the California
6 Constitution.

7 2. Channelkeeper also petitions this Court for a Writ of Mandate pursuant to California
8 Code of Civil Procedure section 1085:

9 a. Compelling the State Water Resources Control State Board (State Board or SWRCB)
10 to perform its mandatory duties to prevent unreasonable use of the State's waters by conducting an
11 analysis of Ventura's pumping and diversion of water from Reach 4 of the River based on existing
12 conditions in the River, which have changed since Ventura began its use of the River, and to consider
13 impacts to public trust resources resulting from Ventura's use of Reach 4, as required by Article X,
14 section 2 of the California Constitution and section 275 of the Water Code,

15 b. Compelling the State Board to perform its mandatory duties to consider impacts to
16 public trust resources by conducting an analysis of Ventura's pumping and diversion of water from
17 Reach 4 of the River based on existing conditions in the River, which have changed since Ventura began
18 its use of the River, as required by the Public Trust Doctrine; and/or

19 c. Enjoining the State Board from further abuse of discretion in failing to conduct an
20 analysis of the reasonableness of Ventura's use of the River and in failing to conduct an analysis of the
21 impacts to public trust resources resulting from Ventura's use of the River, as required by Article X,
22 section 2 of the California Constitution, section 275 of the Water Code, and the Public Trust Doctrine.

23 **II. The Parties**

24 **A. Santa Barbara Channelkeeper**

25 3. Channelkeeper is a non-profit public benefit corporation organized under the laws of the
26 State of California and headquartered in Santa Barbara, California.

27 4. Channelkeeper's office is located at 714 Bond Avenue, Santa Barbara, California 93103.

28 5. Channelkeeper's mission is to protect and restore the Santa Barbara Channel and its

1 tributaries for the benefit of its ecosystems and the surrounding human communities. Channelkeeper
2 accomplishes its mission through science-based advocacy, education, field work, and enforcement of
3 environmental laws. Because the Ventura River is one of the largest rivers that empties into the Santa
4 Barbara Channel, it is a major focus of SBCK's work.

5 6. SBCK has served as a lead advocate, community organizer, educator, scientist, and
6 monitor in the Ventura River watershed for 18 years. Via the "Ventura River Stream Team" citizen
7 water quality monitoring program, Channelkeeper has trained and engaged 650 volunteers and collected
8 17 years of scientifically sound data characterizing water quality in the Ventura River and its tributaries.
9 This data has been used extensively by various agencies to guide their pollution prevention and clean-up
10 programs. In addition to this monitoring effort, SBCK has also served as the lead environmental
11 advocate on a variety of priority issues throughout the watershed for many years. Channelkeeper and its
12 members have surveyed nearly every mile of the Ventura River and its major tributaries, identifying and
13 mapping water quality and habitat impairments. Channelkeeper served as the primary (and in many
14 cases sole) stakeholder representing environmental interests in critical and technically complex
15 environmental regulatory processes such as the Total Maximum Daily Loads (TMDL) for the Ventura
16 River's impairments.

17 7. Thus, the interests of SBCK and its members have been, are being, and will continue to
18 be adversely affected by the ongoing controversy between SBCK and Ventura and the State Board's
19 failure to comply with the requirements of Constitution, the Water Code, and the Public Trust Doctrine
20 described herein. The relief sought herein will redress the harms to SBCK caused by SBCK's
21 controversy with Ventura and the State Board's failures to act. Continuing commission of the omissions
22 alleged herein will irreparably harm SBCK's members, for which harm they have no plain, speedy or
23 adequate remedy at law.

24 **B. The State Board**

25 8. The State Board is now, and at all times mentioned in this complaint and petition has
26 been, a state agency under the laws of the State of California. *See* Water Code § 174 *et seq.*

27 9. The State Board is directly responsible for carrying out the Constitutional and statutory
28 mandates to prevent the unreasonable use of California's waters. *See* Water Code §§ 174, 179, 275, and

1 1050.

2 10. The State Board is directly responsible for administering public trust resources on behalf
3 of the people of the State. *See* Water Code § 1120.

4 **C. The City of Ventura**

5 11. Ventura is now, and at all times mentioned in this complaint and petition has been, a
6 municipal corporation situated in the County of Ventura of the State of California. *See* Ventura Mun.
7 Code § 100.

8 12. In 2011, Ventura formed a new city department, Ventura Water, which is responsible for
9 managing Ventura’s water supply, stormwater, and wastewater.

10 13. Ventura is obligated to make only reasonable and beneficial use of the waters of the
11 State. *See* Cal. Const., art. X, § 2.

12 **III. Authenticity of Exhibits Attached**

13 14. The documents accompanying this first amended complaint and petition are true and
14 correct copies of the original documents, and were obtained in the manner described in the Supplemental
15 Declaration of Daniel Cooper in support of Channelkeeper’s First Amended Complaint for Declaratory
16 Relief and Verified Petition for Writ of Mandate (Supp. Cooper Dec.), which is filed concurrently
17 herewith. Channelkeeper has consecutively numbered accompanying documents, and the exhibit
18 citations herein refer to those consecutive page numbers.

19 15. The documents attached to the Supplemental Cooper Declaration are incorporated herein
20 by reference as though fully set forth in this first amended complaint and petition.

21 **IV. Jurisdiction and Venue**

22 16. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section
23 1060.

24 17. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section
25 1085. *Elmore v. Imperial Irrigation Dist.* (1984) 159 Cal.App.3d 185, 192-93 (“The doctrine of
26 exhaustion of administrative remedies is inapplicable in water cases. ... The exhaustion of
27 administrative remedies is not a prerequisite to the filing of a mandamus petition in water cases, nor
28 does failure to exhaust preclude the court from exercising its concurrent original jurisdiction.”) (citing

1 *National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419, 449); *see also* Supp. Cooper Dec.,
2 Ex. A (State Board’s Scott River Brief) at 6:19-20 (“The State [] Board and the courts have concurrent
3 jurisdiction to apply the public trust doctrine.”) (citing *National Audubon Society*, 33 Cal.3d at 449-451).

4 18. Venue is proper in this Court pursuant Code of Civil Procedure sections 395 and 401, as
5 defendant State Board is a resident of Sacramento County and the Attorney General maintains an office
6 in San Francisco County.

7 19. In 1998, the United States Environmental Protection Agency (EPA) approved
8 California’s list of impaired water bodies identified pursuant to section 303(d) (303(d) List) of the
9 Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1313(d), which first listed Reaches
10 3 and 4 of the Ventura River as impaired for pumping and diversion. On October 11, 2011, the EPA
11 approved the State Board’s triennial review and update to the 303(d) List, which maintained the
12 pumping and diversion impairments for Reaches 3 and 4 of the Ventura River. On June 28, 2013, EPA
13 approved the TMDL for algae, nutrients, and eutrophic conditions in the Ventura River (Ventura River
14 TMDL). Under Code of Civil Procedure section 338(a), this action is properly before this Court, as it is
15 filed not later than three years from the date EPA approved the State Board’s updated 303(d) List and/or
16 from the date EPA approved the Ventura River TMDL, or from the State Board’s ongoing, indivisible
17 course of conduct occurring since Reaches 3 and 4 of the Ventura River were first included on
18 California’s 303(d) List as impaired for pumping and diversion in 1998.

19 **V. Regulatory Background**

20 **A. Water Rights in California**

21 20. All water within the State of California is the property of the people of the State, but the
22 right to the use of water may be acquired by appropriation in the manner provided by law. Water Code
23 §§ 102, 1201.

24 21. California operates under a dual system of surface water rights that recognizes both
25 riparian rights and appropriation rights. *Joslin v. Marin Mun. Water Dist.* (1967) 67 Cal.2d 132, 136-37
26 (providing review of development of California water law); *see also United States v. State Water Res.*
27 *Control Bd.* (1986) 182 Cal.App.3d 82, 101.

28 22. Riparian rights confer upon a landowner the right to divert the water flowing by the land

1 for use on the land, without regard to the priority in time. *U.S. v. SWRCB*, 182 Cal.App.3d at 101.

2 23. In times of water shortage, riparian rights are paramount to appropriation rights. *U.S. v.*
3 *SWRCB*, 182 Cal.App.3d at 104-105.

4 24. Appropriation rights confer upon the user who actually diverts and uses water the right to
5 do so. *U.S. v. SWRCB*, 182 Cal.App.3d at 101-102. Appropriators are not required to own land
6 contiguous to the watercourse or make use of the diverted water on the adjacent land, but appropriation
7 rights are subordinate to riparian rights and as between appropriators, the rule of priority is “first in time,
8 first in right.” *Id.* at 102.

9 25. The Water Commission Act of 1913 at Water Code, Division 2, section 1000 *et seq.*
10 establishes the regulatory framework governing appropriation rights, including permitting and licensing
11 requirements. Appropriation rights acquired prior to enactment of the Water Commission Act (pre-1914
12 appropriation rights) are not subject to the Act’s permit and licensing requirements. Water Code
13 §§ 1006, 1202(b); *see also Cal. Farm Bureau Fed’n v. State Water Res. Control Bd.* (2011) 51 Cal.4th
14 421, 428-29; *State Water Res. Control Bd. Cases* (2006) 136 Cal.App.4th 674, 741-42.

15 26. California law also recognizes the right to the use of groundwater either as an overlying
16 user or an appropriator. *City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, 1240-41.
17 Overlying groundwater users are analogous to riparian users, i.e., overlying groundwater users have the
18 right to use the water beneath their land by virtue of their ownership of the land and must use the water
19 on the overlying property. *City of Barstow*, 23 Cal.4th at 1240. Groundwater appropriators are subject to
20 the “first in time, first in right” rule of priority and their use of the appropriated groundwater is not
21 restricted to the overlying land. *City of Barstow*, 23 Cal.4th at 1241.

22 27. In times of water shortage, overlying groundwater rights are paramount to appropriation
23 rights, either surface water appropriations or ground water appropriations. *City of Pasadena v. City of*
24 *Alhambra* (1949) 33 Cal.2d 908, 926.

25 28. The Water Commission Act’s permit and licensing requirements do not regulate the use
26 of groundwater whether overlying or appropriative. *City of Pasadena*, 33 Cal.2d at 933-34.

27 29. Groundwater users in Ventura County are, however, required to report the volume of
28 water used pursuant to an overlying or appropriation right to the State Board. Water Code §§ 4999, *et*

1 *seq.*

2 **B. Beneficial Uses of State Waters**

3 30. All waters of the State must be put to beneficial use. *See* Cal. Const., art. X, § 2; *see also*
4 Water Code §§ 1201, 1240.

5 31. Several provisions of California law define beneficial uses and beneficial use categories
6 to be applied to the State’s waters. Pursuant to these provisions categories of beneficial uses include:
7 (1) Aquaculture, raising fish or other aquatic organisms not for release to other waters; (2) Domestic,
8 water used by homes, resorts, or campgrounds, including water for household animals, lawns, and
9 shrubs; (3) Fire Protection, water to extinguish fires; (4) Fish and Wildlife, enhancement of fish and
10 wildlife resources, including raising fish or other organisms for scientific study or release to other waters
11 of the state; (5) Frost Protection, sprinkling to protect crops from frost damage; (6) Heat Control,
12 sprinkling to protect crops from heat; (7) Industrial Use, water needs of commerce, trade, or industry;
13 (8) Irrigation, agricultural water needs; (9) Mining, Hydraulicking, drilling and concentrator table use;
14 (10) Municipal, city and town water supplies; (11) Power, generating hydroelectric and
15 hydromechanical power; (12) Recreation, boating, swimming, and fishing; (13) Stock watering,
16 Commercial livestock water needs; and (14) Water Quality Control, protecting and improving waters
17 that are put to beneficial use. *See* Water Code §§ 100, 106, 1004, 1005.1, 1005.2, 1005.4, 1010, 1011,
18 1011.5, 1012, 1017, 1242, 1242.5, 1243, 1243.5, and 13050(f).

19 32. Under California law, each regional board is required to formulate and adopt “water
20 quality control plans,” commonly known as “Basin Plans,” for all hydrologic areas within their region.
21 Water Code § 13240. A Basin Plan “consists of a designation or establishment for the waters within a
22 specified area” of all of the following: “(1) Beneficial uses to be protected; (2) Water quality objectives;
23 [and] (3) A program of implementation needed for achieving water quality objectives.” Water Code
24 § 13050(j).

25 33. Water quality objectives are numeric or narrative water quality standards that must be
26 attained or maintained in order to protect the designated beneficial uses of a water body. *See* 33 U.S.C.
27 §§ 1312, 1313(a).

28 34. Under the Clean Water Act, when effluent limitations are insufficient to ensure

1 compliance with water quality objectives and a water body can no longer be put to its designated
2 beneficial uses, that water body's beneficial uses are impaired and the State must place that water body
3 on the list of impaired waters. 33 U.S.C. § 1313(d)(1). The State must also develop a TMDL for the
4 pollutant(s) impairing the water body. 33 U.S.C. § 1313(d)(1). The State must submit its list of impaired
5 water bodies, pollutants causing impairments, and a priority ranking including water bodies targeted for
6 TMDL development to the EPA for review and approval every two years. 40 C.F.R. § 130.7(d).

7 35. TMDLs can be developed by the EPA or the state. 33 U.S.C. 1313(d); 40 C.F.R. § 130.7.
8 Each TMDL must be "established at a level necessary to implement the applicable water quality
9 standards." 33 U.S.C. § 1313(d)(1)(C); 40 C.F.R. § 130.2(i). Each TMDL must include the individual
10 waste load allocations (WLAs) for point sources discharging into the water body, as well as load
11 allocations for non-point sources and natural background sources. 33 U.S.C. § 1313(d)(1)(C); 40 C.F.R.
12 § 130.2(i). WLAs are "[t]he portion of a receiving water's loading capacity that is allocated to one of its
13 existing or future point sources of pollution. WLAs constitute a type of water quality-based effluent
14 limitation." 40 C.F.R. § 130.2(h).

15 C. The Reasonable Use Doctrine

16 36. In addition to the requirement that all water be put to beneficial use, all water rights in
17 California are constrained by the "rule of reasonableness," which has been preserved in the state
18 Constitution since 1928. *See, e.g., Light v. State Water Res. Control Bd.* (2014) 2014 Cal.App.LEXIS
19 523, at *17 (citing Cal. Const., art. X, § 2). This constitutional requirement is "generally construed as
20 applying a rule of reasonable use 'to all water rights enjoyed or asserted in this state, whether the same
21 be grounded on the riparian right or the right, analogous to the riparian right, of the overlying land
22 owner, or the percolating water right, or the appropriative right.'" *Joslin*, 67 Cal.2d at 138 (quoting
23 *Peabody v. City of Vallejo* (1935) 2 Cal.2d 351, 383).

24 37. Specifically, article X, section 2 of the California Constitution states:

25 It is hereby declared that because of the conditions prevailing in this State the general
26 welfare requires that the water resources of the State be put to beneficial use to the fullest
27 extent of which they are capable, and that **the waste or unreasonable use or**
28 **unreasonable method of use of water be prevented**, and that the conservation of such
waters is to be exercised with a view to the reasonable and beneficial use thereof in the
interest of the people and for the public welfare. **The right to water or to the use or**

1 **flow of water in or from any natural stream or water course in this State is and shall**
2 **be limited to such water as shall be reasonably required for the beneficial use to be**
3 **served, and such right does not and shall not extend to the waste or unreasonable**
4 **use or unreasonable method of use or unreasonable method of diversion of water.**

5 Riparian rights in a stream or water course attach to, but to no more than so much of the
6 flow thereof as may be required or used consistently with this section, for the purposes
7 for which such lands are, or may be made adaptable, in view of such reasonable and
8 beneficial uses; provided, however, that nothing herein contained shall be construed as
9 depriving any riparian owner of the reasonable use of water of the stream to which the
10 owner's land is riparian under reasonable methods of diversion and use, or as depriving
11 any appropriator of water to which the appropriator is lawfully entitled. **This section**
12 **shall be self-executing**, and the Legislature may also enact laws in the furtherance of the
13 policy in this section contained.

14 (emphasis added). The rule of reasonableness, i.e., the reasonable use doctrine, is the overriding
15 principle governing the use of water in California. *See Peabody*, 2 Cal.2d at 367-68.

16 38. The constitutional mandate that unreasonable use and waste of the State's waters be
17 prevented is also codified at sections 100, 101, and 106.5 of the Water Code.

18 39. What constitutes an unreasonable use of water is determined on a case-by-case basis
19 depending on the totality of circumstances. *See Peabody*, 2 Cal.2d at 368; *see also Joslin*, 67 Cal.2d at
20 139; *Imperial Irrigation Dist. v. State Water Res. Control Bd.* (1986) 186 Cal.App.3d 1160, 1165.

21 "What may be a reasonable beneficial use, where water is present in excess of all needs, would not be a
22 reasonable beneficial use in an area of great scarcity and great need." *Tulare Irrigation Dist. v. Lindsay-*
23 *Strathmore Dist.* (1935) 3 Cal.2d 489, 567.

24 40. Conformity of a use, method of use, or method of diversion of water with local custom
25 shall not be determinative of its reasonableness, but is considered as one factor to be weighed in
26 determining the reasonableness of the use, method of use, or method of diversion within the meaning of
27 Article X of the California Constitution. Water Code § 100.5.

28 41. "Impacts on public trust uses are a relevant consideration in determining whether a
diversion is unreasonable." Supp. Cooper Dec., Ex. A (State Board's Scott River Brief) at 15:8-12.

42. In issuing regulations to prevent unreasonable use of a water body segment, the State
Board stated: "The premise underlying the proposed Regulation is that a diversion of water that is
harmful to salmonids is an unreasonable use of water if the diversion can be managed to avoid the
harm." Supp. Cooper Dec., Ex. B (State Board's Notice of Preparation and Public Scoping Meeting on

1 Russian River Frost Regulation) at 26.

2 43. The reasonableness of a use of water changes over time. “What is a beneficial use at one
3 time may, because of changed conditions, become a waste of water at a later time.” *Tulare Irrigation*
4 *Dist.*, 3 Cal.2d at 576. Further, the reasonableness of a use of water “cannot be resolved *in vacuo*
5 isolated from statewide considerations of transcendent importance. Paramount among these [is] the ever
6 increasing need for the conservation of water in this state, an inescapable reality of life quite apart from
7 its express recognition in the 1928 amendment.” *Joslin*, 67 Cal.2d at 140.

8 44. The California Supreme Court has found the unreasonableness of a specific use of water
9 to be self-evident as a matter of law. *Light*, 2014 Cal.App.LEXIS at *19-20 (citing *Tulare Irrigation*
10 *Dist.*, 3 Cal.2d at 568; *Joslin*, 67 Cal.2d at 141 (holding that the use of waters to expose and carry and
11 deposit sand, gravel, and rock was “as a matter of law unreasonable within the meaning of the
12 constitutional amendment”)).

13 45. A water user cannot acquire a vested right to the unreasonable use of water. *See, e.g.*,
14 *Joslin*, 67 Cal.2d at 145.

15 46. A water right holder’s water use is properly involuntarily curtailed based on the
16 unreasonableness of the use. *See, e.g.*, *Joslin*, 67 Cal.2d at 140-41; *see also* Gray, *The Modern Era in*
17 *California Water Law* (1994) 45 Hastings L.J. 249, 253-72.

18 47. “When the supply of water in a particular stream system is insufficient to satisfy all
19 beneficial uses, water rights users must curtail their use.” *Light*, 2014 Cal.App.LEXIS at *39. While “it
20 is ordinarily the function of the rule of priority to determine the degree to which any particular use must
21 be curtailed, the [State] Board has the ultimate authority to allocate water in a manner inconsistent with
22 the rule of priority, when doing so is necessary to prevent the unreasonable use of water.” *Id.* at 39-40
23 (citing *El Dorado Irrigation Dist. v. St. Water Res. Control Board* (2006) 142 Cal.App.4th 937, 966).

24 48. A dispute as to the reasonableness of a use of water concerning competing beneficial uses
25 does not implicate the rule of priority. *See Light*, 2014 Cal.App.LEXIS at 40-41.

26 **D. The Public Trust Doctrine**

27 49. The public trust doctrine provides that “the sovereign owns ‘all of its navigable
28 waterways and the lands lying beneath them as trustee of a public trust for the benefit of the people.’”

1 *National Audubon Society*, 33 Cal.3d at 434 (internal citations omitted).

2 50. It is well settled in the United States generally and in California that the public trust is not
3 limited by the reach of the tides, but encompasses all navigable lakes and streams. *National Audubon*
4 *Society*, 33 Cal.3d at 435.

5 51. Public trust resources traditionally included navigation, commerce and fishing. *National*
6 *Audubon Society*, 33 Cal.3d at 434. The public trust doctrine now also encompasses the preservation of
7 lands adjacent to navigable waters in their natural state “so that they may serve as ecological units for
8 scientific study, as open space, and as environments which provide food and habitat for birds and marine
9 life, and which favorably affect the scenery and climate of the area.” *National Audubon Society*, 33
10 Cal.3d at 434-35. Such preservation is recognized as “one of the most important public uses of the
11 tidelands.” *National Audubon Society*, 33 Cal.3d at 434.

12 52. “The public trust doctrine also applies to activities that harm fish in all waters within the
13 state.” Supp. Cooper Dec., Ex. A (State Board’s Scott River Brief) at 6:13-19 (citing cases).

14 53. “The public trust doctrine, as recognized and developed in California decisions, protects
15 navigable waters from harm caused by diversion of nonnavigable tributaries.” *National Audubon*
16 *Society*, 33 Cal.3d at 437 (footnotes omitted). This includes groundwater hydrologically connected to
17 navigable surface waters. *National Audubon Society*, 33 Cal.3d at 436-37.

18 54. “In administering the trust the state is not burdened with an outmoded classification
19 favoring one mode of utilization over another.” *National Audubon Society*, 33 Cal.3d at 436. “The state
20 as sovereign retains continuing supervisory control over its navigable waters and the lands beneath those
21 waters. This principle, fundamental to the concept of the public trust, applies to rights in flowing waters
22 as well as to the rights in tidelands and lakeshores; it prevents any party from acquiring a vested right to
23 appropriate water in a manner harmful to the interests protected by the public trust.” *Id.* at 445.

24 55. “To further the protection of public trust uses, the public trust doctrine limits conduct
25 affecting those uses,” including groundwater extraction impacting public trust uses. Supp. Cooper Dec.,
26 Ex. A (State Board’s Scott River Brief) at 6:20-25.

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28 ///

1 at 446; *see also* Supp. Cooper Dec., Ex. A (State Board’s Scott River Brief) at 14:3-15:16 (explaining
2 that to carry out its duty under Water Code section 275, the State Board applies the public trust doctrine,
3 among other considerations).

4 62. The State Board’s mandatory duties prescribed by article X, section 2 and section 275,
5 which include carrying out its obligations under the Public Trust Doctrine, apply to all types of water
6 rights, including riparian, pre-1914, and groundwater appropriation rights. *Env’tl Defense Fund*, 26
7 Cal.3d at 194-95, 198; *see also* Supp. Cooper Dec., Ex. B (State Board’s Notice of Preparation and
8 Public Scoping Meeting on Russian River Frost Regulation) at 26-27; Supp. Cooper Dec., Ex. C at 48-
9 50 (explaining that the State Board’s regulation applies to interconnected groundwater).

10 63. The State has a duty to exercise continued supervision over trust resources. *National*
11 *Audubon Society*, 33 Cal.3d at 437-440. As applied to a water user’s right to use water of the State, the
12 State Board “has an affirmative duty to take the public trust into account in the planning and allocation
13 of water resources, and to protect public trust uses whenever feasible.” *National Audubon Society*, 33
14 Cal.3d at 446.

15 64. The continuing, affirmative duty to take impacts on public trust resources from use of the
16 State’s waters into account applies to all types of water rights. *National Audubon Society*, 33 Cal.3d at
17 445. This is especially true when an appropriation of water has never been reviewed for its impact on
18 public trust resources. *Id.* at 446.

19 65. The State may not abdicate its public trust duties. *National Audubon Society*, 33 Cal.3d at
20 437-38.

21 VI. Facts and Procedural Background

22 A. The Ventura River Watershed

23 66. As described in the Ventura River TMDL, the Ventura River Watershed is located in the
24 northwestern portion of Ventura County with a small portion in the southeastern portion of Santa
25 Barbara County. Supp. Cooper Dec., Ex. D (EPA Draft TMDL) at 94. The watershed drains a fan-
26 shaped area of about 220 square miles with an elevation from 6,000 feet to sea level. *Id.*

27 67. The River has several major tributaries, including Matilija Creek, North Fork Matilija
28 Creek, San Antonio Creek, Coyote Creek, and Cañada Larga. Supp. Cooper Dec., Ex. D (EPA Draft

1 TMDL) at 94.

2 68. The cities of Ojai and Ventura are the largest urban areas in the watershed and the
3 communities of Casitas Springs, Foster Park, Oak View, Valley Vista, Mira Monte, Meiners Oaks,
4 Upper Ojai, and Live Oak Acres are within the unincorporated Ventura County. Supp. Cooper Dec., Ex.
5 D (EPA Draft TMDL) at 98.

6 69. The Ventura River consists of five reaches, which, upstream from the Pacific Ocean, are:
7 Reach 1 (Ventura River Estuary to Main Street), Reach 2 (Main Street to Weldon Canyon), Reach 3
8 (Weldon Canyon to Casitas Vista Road), Reach 4 (Casitas Vista Road to Camino Cielo Road), and
9 Reach 5 (above Camino Cielo Road). Supp. Cooper Dec., Ex. D (EPA Draft TMDL) at 101-102; Supp.
10 Cooper Dec., Ex. E (Basin Plan) at 195.

11 70. The Upper Ventura River Basin underlies Reach 4, stretching from Camino Cielo Road
12 to Foster Park at Casitas Vista Road.

13 71. The Upper Ventura River Basin's maximum capacity is 35,118 acre-feet of water per
14 year. Supp. Cooper Dec. Ex. V (City of Ventura Water Claim vs. Realistic and Comparable Metrics) at
15 1060.

16 72. There are two major dams, Matilija and Casitas; a river diversion, Robles Diversion
17 Facility; and a subsurface diversion, Foster Park Subsurface Diversion, on the River. Supp. Cooper Dec.,
18 Ex. D (EPA Draft TMDL) at 101.

19 73. Flow in the Ventura River varies seasonally due to a Mediterranean climate pattern of
20 wet cool winters from November through March and dry warm summers from April through October.
21 Supp. Cooper Dec., Ex. D (EPA Draft TMDL) at 98. High flows predominate during the rainy season,
22 starting in winter through early spring. *Id.*

23 74. As shown in the Ventura River TMDL, between October 2000 and October 2008 peak
24 flows in the Foster Park vicinity, i.e., Reaches 3 and 4, occurred after winter storm events and the flows
25 declined to very low levels, less than 1 cubic foot per second (cfs), during the summer dry season. Supp.
26 Cooper Dec., Ex. D (EPA Draft TMDL) at 99. This dry pattern was mitigated in the lower Ventura
27 River, Reaches 1 and 2, by effluent from the Ojai Valley Waste Water Treatment Plant, which
28 constitutes a majority or, at times, all of the flow in this section of the river during summer and fall of

1 dry years. *Id.*

2 75. In addition to natural variations in flow, based on annual rainfall, flow regimes in the
3 Ventura River have been altered to support water supply and allow for municipal development,
4 including by the City. Supp. Cooper Dec., Ex. D (EPA Draft TMDL) at 99; Supp. Cooper Dec., Ex. F
5 (Historical Ecology of the Ventura River) at 204, 274-75, 280.

6 76. Flow in any particular reach of the River is additionally affected by the status of the
7 underlying groundwater basin (whether full, filling, or emptying), the occurrence of natural recharge
8 areas where surface flows will disappear at times, flow between groundwater basins, and the amount of
9 surface or groundwater withdrawals for municipal, domestic, or agricultural uses. Supp. Cooper Dec.,
10 Ex. D (EPA Draft TMDL) at 100.

11 77. According to the National Marine Fisheries Service (NMFS), flows in the Ventura River
12 are naturally perennial, due to the geology of the bedrock formation beneath the river facilitating
13 groundwater from the aquifer to rise, and partially because of the Foster Park subsurface dam. Supp.
14 Cooper Dec., Ex. G (Draft Biological Opinion) at 355.

15 78. The flow in the river is disrupted at Foster Park (which overlies the Upper Ventura River
16 Groundwater Basin) due to subsurface diversions and groundwater extraction. Supp. Cooper Dec., Ex. D
17 (EPA Draft TMDL) at 100.

18 79. The City of Ventura's water production facilities are located at Foster Park, the southern
19 and down-gradient terminus of the Upper Ventura River Basin. Supp. Cooper Dec., Ex. D (EPA Draft
20 TMDL) at 100, 102; see also Supp. Cooper Dec., Ex. W (Ventura River Watershed Plan) at 1076-1078.

21 80. There is a high degree of hydraulic connectivity between the groundwater and surface
22 hydrology in the Foster Park area. Supp. Cooper Dec., Ex. G (Draft Biological Opinion) at 356. Due to
23 this connectivity a 1-to-1 relationship between groundwater withdrawals in Foster Park and River
24 surface flows in Reaches 3 and 4 has been assumed. *Id.* at 356, 363.

25 **B. Southern California Steelhead Trout and Other Endangered Species in the Ventura**
26 **River Watershed**

27 81. The Ventura River watershed is home to at least 11 endangered or threatened species,
28 including southern California steelhead trout, arroyo toad, California least tern, California red-legged

1 frog, Foothill yellow-legged frog, Least Bell's vireo, southwestern willow flycatcher, and western
2 snowy plover. *See* U.S. Fish & Wildlife Service, Listing and Occurrence for California available at:
3 [http://ecos.fws.gov/tess_public/pub/stateListingAndOccurrenceIndividual.jsp?state=CA&s8fid=112761](http://ecos.fws.gov/tess_public/pub/stateListingAndOccurrenceIndividual.jsp?state=CA&s8fid=112761032792&s8fid=112762573902)
4 [032792&s8fid=112762573902](http://ecos.fws.gov/tess_public/pub/stateListingAndOccurrenceIndividual.jsp?state=CA&s8fid=112762573902), last visited August 18, 2014; *see also* Cal. Dept. of Fish and Wildlife,
5 Endangered and Threatened Species List available at:
6 <http://www.dfg.ca.gov/biogeodata/cnddb/pdfs/TEAnimals.pdf>, last visited August 18, 2014.

7 82. Before dams were constructed in the Ventura River Watershed, during normal to wet
8 years the steelhead run was estimated at 4,000-5,000 individuals. Supp. Cooper Dec., Ex. D (EPA Draft
9 TMDL) at 100.

10 83. Following the construction of Matilija Dam (located upstream of Reach 3), which cut off
11 access to about half of the prime spawning habitat, and coincident with a drought in the late 1940s,
12 steelhead runs dropped to about 2,000-2,500 individuals. Supp. Cooper Dec., Ex. D (EPA Draft TMDL)
13 at 101.

14 84. By the 1990s there had been a 96% decline in the steelhead population in the Ventura
15 River, prompting its listing as an endangered species in 1997. Supp. Cooper Dec., Ex. G (Draft
16 Biological Opinion) at 352; *see also* Supp. Cooper Dec., Ex. H (Southern California Steelhead Recovery
17 Plan) at 437 (describing declines in steelhead run sizes of 90% or more).

18 85. During dry years, juvenile fish unable to transit back downstream to the ocean due to low
19 flows must survive in pools in the mainstem, i.e., Reaches 3 and 4. Supp. Cooper Dec., Ex. D (EPA
20 Draft TMDL) at 101.

21 86. The fish are subjected to elevated temperatures, endure competition with other fish for a
22 decreasing food supply, and are exposed to predators. Supp. Cooper Dec., Ex. D (EPA Draft TMDL) at
23 101.

24 87. The Ventura River (including Reaches 3 and 4), Ventura River Estuary, San Antonio
25 Creek, Cañada Larga, Matilija Creek and North Fork Matilija Creek, among other tributaries, have been
26 designated as critical habitat for the remaining population of the southern California Steelhead, which is
27 estimated at less than 500 spawning adults. Supp. Cooper Dec., Ex. D (EPA Draft TMDL) at 104; Supp.
28 Cooper Dec., Ex. G (Draft Biological Opinion) at 354.

1 88. Reaches 3 and 4 of the Ventura River are occupied by steelhead and are rated as having
2 high conservation value. Supp. Cooper Dec., Ex. G (Draft Biological Opinion) at 355-56. These reaches
3 of the River provide spawning and rearing habitat and serve as a migratory corridor for steelhead to
4 upstream reaches. *Id.* at 356-57.

5 89. In 2012, NMFS developed the Southern California Steelhead Recovery Plan, a guidance
6 document the goals of which are to prevent the extinction of southern California steelhead in the wild, to
7 ensure the long-term persistence of viable, self-sustaining populations of steelhead distributed across the
8 Southern California Distinct Population Segment, including the Ventura River, and to re-establish a
9 sustainable southern California steelhead sportfishery. Supp. Cooper Dec., Ex. H (Southern California
10 Steelhead Recovery Plan) at 417.

11 90. Since southern California steelhead were listed as endangered in 1997, the impacts
12 leading to the listing remain prevalent and widespread. Supp. Cooper Dec., Ex. H (Southern California
13 Steelhead Recovery Plan) at 447. These impacts include present or threatened destruction, modification
14 or curtailment of habitat or range, over-utilization of the steelhead population for commercial,
15 recreational, scientific, or educational purposes, disease and predation, inadequacy of existing regulatory
16 mechanisms, and other natural or human-made factors affecting continued existence. *Id.* at 448-453.

17 91. As to the steelhead population in the Ventura River, NMFS found the critical recovery
18 actions to include providing fish passage around dams and diversions, including Foster Park, and
19 developing and implementing water management plans for diversion operations such as Foster Park.
20 Supp. Cooper Dec., Ex. H (Southern California Steelhead Recovery Plan) at 462, 514.

21 92. NMFS also found that diversions from the Ventura River at Foster Park contribute to the
22 present or threatened destruction, modification or curtailment of steelhead habitat or range and disease
23 and predation of steelhead. Supp. Cooper Dec., Ex. H (Southern California Steelhead Recovery Plan) at
24 514.

25 93. The inadequacy of existing regulatory mechanisms for diversions at Foster Park
26 contributed to the listing and continuing impacts to endangered steelhead. Supp. Cooper Dec., Ex. H
27 (Southern California Steelhead Recovery Plan) at 514.

28 94. Reaches 3 and 4 of the River are part of the lower basin. Supp. Cooper Dec., Ex. I

1 (Steelhead Population Assessment) at 576 (map).

2 95. The fish abundance surveys conducted in the Ventura/Matilija basin over an eight-week
3 period between June 21 and August 11, 2011 counted or captured a total of 1,241 steelhead in the
4 Ventura River. Supp. Cooper Dec., Ex. I (Steelhead Population Assessment) at 581.

5 96. In most previous years, and in 2011, overall steelhead abundance was highest in the
6 upper basin segment above Matilija Dam, intermediate in the middle basin segment between Robles
7 Diversion Dam and Matilija Dam, and lowest in the lower basin segment. Supp. Cooper Dec., Ex. I
8 (Steelhead Population Assessment) at 604.

9 97. The upper basin was estimated to contain 77% of steelhead fry, with only 1% in the
10 lower basin. Supp. Cooper Dec., Ex. I (Steelhead Population Assessment) at 604.

11 98. Relative abundance of juvenile steelhead was more evenly distributed among basin
12 segments in 2011, with 45% in the upper basin, 25% in the middle basin, and 29% in the lower basin.
13 Supp. Cooper Dec., Ex. I (Steelhead Population Assessment) at 604.

14 **C. The Ventura River Is Impaired for Pumping and Diversion and Cannot Support its**
15 **Beneficial Uses**

16 99. The designated potential and existing beneficial uses of Reach 1 are municipal and
17 domestic supply, industrial service supply, agricultural supply, ground water recharge, freshwater
18 replenishment, warm freshwater habitat, cold freshwater habitat, wildlife habitat, rare, threatened, or
19 endangered species, migration of aquatic organisms, spawning, reproduction, and/or early development,
20 wetland habitat, and recreation. Supp. Cooper Dec., Ex. E (Basin Plan) at 195; Supp. Cooper Dec., Ex.
21 X (Basin Plan) at 1145.

22 100. The designated potential and existing beneficial uses of Reach 2 are municipal and
23 domestic supply, industrial service supply, agricultural supply, ground water recharge, freshwater
24 replenishment, warm freshwater habitat, cold freshwater habitat, wildlife habitat, rare, threatened, or
25 endangered species, migration of aquatic organisms, spawning, reproduction, and/or early development,
26 wetland habitat, and recreation. Supp. Cooper Dec., Ex. E (Basin Plan) at 195; Supp. Cooper Dec., Ex.
27 X (Basin Plan) at 1145.

28 101. The designated potential and existing beneficial uses of Reach 3 are municipal and

1 domestic supply, industrial service supply, agricultural supply, ground water recharge, freshwater
2 replenishment, warm freshwater habitat, cold freshwater habitat, wildlife habitat, rare, threatened, or
3 endangered species, migration of aquatic organisms, spawning, reproduction, and/or early development,
4 wetland habitat, and recreation. Supp. Cooper Dec., Ex. E (Basin Plan) at 195; Supp. Cooper Dec., Ex.
5 X (Basin Plan) at 1145.

6 102. The designated potential and existing beneficial uses of Reach 4 are municipal and
7 domestic supply, industrial service supply, agricultural supply, ground water recharge, freshwater
8 replenishment, warm freshwater habitat, cold freshwater habitat, wildlife habitat, rare, threatened, or
9 endangered species, migration of aquatic organisms, spawning, reproduction, and/or early development,
10 wetland habitat, and recreation. Supp. Cooper Dec., Ex. E (Basin Plan) at 195; Supp. Cooper Dec., Ex.
11 X (Basin Plan) at 1145.

12 103. The designated existing beneficial uses of Reach 5 are municipal and domestic supply,
13 industrial service supply, industrial process supply, agricultural supply, ground water recharge,
14 freshwater replenishment, warm freshwater habitat, cold freshwater habitat, wildlife habitat, rare,
15 threatened, or endangered species, migration of aquatic organisms, spawning, reproduction, and/or early
16 development, wetland habitat, and recreation. Supp. Cooper Dec., Ex. E (Basin Plan) at 195; Supp.
17 Cooper Dec., Ex. X (Basin Plan) at 1145.

18 104. In 1998, the State Board approved and issued California's 303(d) List which first listed
19 water pumping and diversions as impairing the designated beneficial uses of Reaches 3 and 4 of the
20 Ventura River. Ex. D (EPA Draft TMDL) at 92; *see also* 33 U.S.C. § 13370 (explaining that the State
21 Board is responsible for implementing Clean Water Act requirements, which include approval and
22 issuance of California's 303(d) List).

23 105. Reaches 3 and 4 of the Ventura River were listed on California's 303(d) List as impaired
24 for pumping and diversion in 1998. Supp. Cooper Dec., Ex. J (Reach 3 Impairment Listing) at 613-15;
25 Supp. Cooper Dec., Ex. K (Reach 4 Impairment Listing) at 619-21.

26 106. In 2017, the State Board removed Reaches 3 and 4 of the Ventura River from California's
27 303(d) List, but none of the factors that led to the original impairment listing have been addressed and
28 the impairment due to pumping and diversion is ongoing and continuous. Supp. Cooper Dec. Ex. AA

1 (2014/2016 Integrated Report Ventura River Excerpt) at 1199, 1209-1216.

2 107. “[T]he River is considered an impacted habitat that is impaired by dams and diversion
3 structures that impede the seasonal migration of fish, and by groundwater extractions in the upper
4 Ventura Groundwater Basin and Ojai Groundwater Basin (which drains to San Antonio Creek) that
5 reduce river flows.” Supp. Cooper Dec., Ex. O (Ventura Flows Study) at 662.

6 108. Although low and intermittent flows may be natural in the Ventura River system, low
7 flows due to pumping and diversion activities likely exacerbate the flow and water quality conditions in
8 Reaches 3 and 4. Supp. Cooper Dec., Ex. D (EPA Draft TMDL) at 102.

9 109. The low flows in conjunction with other existing degraded water quality conditions affect
10 beneficial uses. Supp. Cooper Dec., Ex. D (EPA Draft TMDL) at 102.

11 110. Beneficial uses impaired by pumping and diversions in Reaches 3 and 4 of the Ventura
12 River include cold freshwater habitat, wildlife habitat, rare, threatened, or endangered species, migration
13 of aquatic organisms, spawning, reproduction, and/or early development, and wetland habitat. *See* Ex. D
14 (EPA Draft TMDL) at 104.

15 **D. Ventura’s Water Rights, and Pumping and Diversions from the Ventura River**

16 111. Ventura has filed groundwater recordations for three diversions from wells in the vicinity
17 of Foster Park and a Statement of Water Diversion and Use under a pre-1914 claim to water from the
18 Ventura River. Supp. Cooper Dec., Ex. N (PRA Response) at 654; Supp. Cooper Dec., Ex. Q (Ventura
19 Water Rights) at 1017-1027. These rights are identified by the following identification numbers:
20 G561269, G561270, G561025, and S010335. Supp. Cooper Dec., Ex. N (PRA Response) at 654.

21 112. Based on the nature of its water rights, Ventura is not required to apply for or have permit
22 or license to appropriate water from the Ventura River. And Ventura, in fact, has no permit or license to
23 appropriate water from the River.

24 113. Ventura’s water right pursuant to S010335 was first put to use in 1870. Supp. Cooper
25 Dec., Ex. Q (Ventura Water Rights) at 1023.

26 114. The Foster Park diversion/subsurface dam was constructed in 1906. Supp. Cooper Dec.,
27 Ex. D (EPA Draft TMDL) at 102.

28 115. Ventura’s water rights are appropriative.

1 116. Ventura’s appropriative water rights are subordinate to upstream riparian and overlying
2 groundwater rights in the Ventura River watershed.

3 117. There are riparian water rights upstream of the Foster Park Diversion.

4 118. There are overlying groundwater rights upstream of the Foster Park Diversion.

5 119. Ventura’s appropriative water rights are subordinate to appropriative water rights first put
6 to use before 1870.

7 120. The Foster Park subsurface dam is downstream of San Antonio Creek near the point at
8 which Reach 4 ends and Reach 3 begins; it also overlies the downstream end of the Upper Ventura River
9 Groundwater Basin (Foster Park Diversion). *Id.* “The submerged dam is approximately 975 feet long
10 and extends from the confluence of Coyote Creek almost completely across the river channel,” the
11 purpose of which is to bring subsurface water flow to the surface in the Foster Park area for agricultural
12 and domestic use. Supp. Cooper Dec., Ex. G (Draft Biological Opinion) at 355.

13 121. In the winter of 2005, Ventura’s facilities at Foster Park were damaged when large
14 storms caused the River to flood. Supp. Cooper Dec., Ex. G (Draft Biological Opinion) at 346. Ventura
15 applied for a permit from the Army Corps of Engineers (Corps) to repair its well facilities in the Ventura
16 River pursuant to section 404 of the Clean Water Act, and the Corps requested concurrence from NMFS
17 that Ventura’s proposed repairs were not likely to adversely affect endangered steelhead in the River. *Id.*

18 122. In response to the Corps request, and after additional information was provided, NMFS
19 issued a Draft Biological Opinion finding that Ventura’s resumed pumping and diversion in the Foster
20 Park vicinity would likely jeopardize the continued existence of steelhead and would likely destroy or
21 adversely modify critical steelhead habitat. Supp. Cooper Dec., Ex. G (Draft Biological Opinion) at 346-
22 47, 379.

23 123. After NMFS issued its Draft Biological Opinion, Ventura did not pursue its permit
24 application submitted to the Corps, and did not complete the proposed repairs subject to Corps
25 jurisdiction.

26 124. However, pursuant to its water rights (G561269, G561270, G561025, and S010335),
27 Ventura currently operates 5 water production facilities at the Foster Park Diversion for municipal
28 supply: Nye Well No. 2, Nye Well No. 7, Nye Well No. 8, Nye Well No. 11, and Subsurface Collector.

1 Supp. Cooper Dec., Ex. O (Ventura Flows Study) at 669, 692 (map), 694 (map).

2 125. Ventura has acknowledged that the appropriation rights Ventura obtained via deed from
3 Southern California Edison in 1923 for appropriation of 58,035 acre-feet per year allows appropriation
4 of more water than the Ventura River normally yields. Supp. Cooper Dec., Ex. P (Summary of
5 Biological Opinion Timeline) at 1002.

6 126. In 2011, Ventura asserted a right to appropriate 72,397 acre-feet per year from the
7 Ventura River. Supp. Cooper Dec., Ex. Q (Ventura Water Rights) at 1007; Supp. Cooper Dec. Ex. V
8 (City of Ventura Water Claim vs. Realistic and Comparable Metrics) at 1060.

9 127. Ventura's asserted right to appropriate 72,397 acre-feet allows appropriation of more
10 water than the Ventura River normally yields.

11 128. Between 1980 and 2000, Ventura extracted an average of approximately 6,350 acre-feet
12 of surface flow and groundwater annually. Supp. Cooper Dec., Ex. G (Draft Biological Opinion) at 361.

13 129. Between 2008 and 2013, Ventura extracted an average of approximately 2,970 acre-feet
14 of surface flow and groundwater annually. Supp. Cooper Dec., Ex. R (Production and Flows Summary
15 Table) at 1028-1029.

16 130. From January through July 2014, Ventura extracted approximately 1,955 acre-feet of
17 surface flow and groundwater from the Ventura River, which reflects an increase in the average monthly
18 extractions compared to the monthly averages for 2008 through 2013. Supp. Cooper Dec., Ex. R
19 (Production and Flows Summary Table) at 1028-1029.

20 131. Ventura's extractions from January through July 2014 occurred during California's
21 current drought with 2014 expected to be the driest year on record. Supp. Cooper Dec., Ex. U (Drought
22 Declaration) at 1053-59.

23 132. Between 2014 and 2017, Ventura extracted an average of approximately 2,030 acre-feet
24 of surface flow and groundwater annually. Supp. Cooper Dec., Ex. Y (Updated Production and Flows
25 Summary Table) at 1164-1167.

26 **E. Ventura's Pumping and Diversion from Reach 4 of the Ventura River**

27 133. From 2014-2016, the Ventura River went dry at the Foster Park Diversion. Supp. Cooper
28 Dec. Ex. Z (Ventura Pumping Capacity Comparisons) at 1168-1171; Supp. Cooper Dec., Ex. LL

1 (Updated Source Report and Flow Summary) at 2037-2042.

2 134. When Ventura pumps and diverts at the Foster Park Diversion flows in Reach 4 of the
3 Ventura River are reduced. Supp. Cooper Dec. Ex. BB (Foster Park Production vs. River Flow) at 1217.

4 135. When Ventura ceases its pumping and diversion at the Foster Park Diversion, flows in
5 Reach 4 of the Ventura River increase. Supp. Cooper Dec. Ex. BB (Foster Park Production vs. River
6 Flow) at 1217.

7 136. The Foster Park Diversion can impact critical habitat and steelhead at any time of year
8 because Ventura withdraws water at all times of the year. Supp. Cooper Dec., Ex. G (Draft Biological
9 Opinion) at 361; Supp. Cooper Dec. Ex. BB (Foster Park Production vs. River Flow) at 1217.

10 137. However, negative impacts to steelhead and critical habitat from the Foster Park
11 Diversion are most likely to occur in the summer and fall when the river flows are low, i.e., April
12 through October. Supp. Cooper Dec., Ex. G (Draft Biological Opinion) at 361; Supp. Cooper Dec. Ex.
13 BB (Foster Park Production vs. River Flow) at 1217.

14 138. Summer and fall withdrawals from the Foster Park Diversion decrease the functional
15 value of the downstream reaches as an oversummering area for juvenile steelhead. Supp. Cooper Dec.,
16 Ex. G (Draft Biological Opinion) at 361. NMFS considers the reduction in quantity and quality of
17 oversummering rearing sites from water diversion unfavorable for steelhead conservation. *Id.*

18 139. To avoid jeopardizing steelhead existence and destruction or adverse modification of
19 critical steelhead habitat, NMFS found that flows in the Ventura River at the Foster Park USGS gauge
20 no. 111185000 should not fall below 11 to 12 cfs. Supp. Cooper Dec., Ex. G (Draft Biological Opinion)
21 at 378-79.

22 140. In June 2013, Ventura conducted a preliminary hydrogeological study and surface
23 water/groundwater interaction study for the City's diversions at Foster Park. Supp. Cooper Dec., Ex. O
24 (Ventura Flows Study) at 658. "The findings of this study indicate a flow threshold exists whereby when
25 flows decrease below the threshold, the steelhead habitat suitability declines significantly." *Id.* The
26 threshold set by the Ventura study is 2 cfs. Supp. Cooper Dec., Ex. O (Ventura Flows Study) at 659.

27 141. Ventura continues to pump and divert water from the Foster Park Diversion after water
28 levels in the River fall below 11 to 12 cfs. Supp. Cooper Dec., Ex. R (Production and Flows Summary

1 Table) at 1028-29, Ex. S (Ventura Source Report), Ex. T (Foster Park Flow Data); Supp. Cooper Dec.
2 Ex. BB (Foster Park Production vs. River Flow) at 1217; Supp. Cooper Dec., Ex. Y (Updated
3 Production and Flows Summary Table) at 1164-1167.

4 142. Ventura continues to pump and divert water from the Foster Park Diversion in a manner
5 that contributes to water levels in the River falling below 11 to 12 cfs. Supp. Cooper Dec., Ex. R
6 (Production and Flows Summary Table) at 1028-29, Ex. G (Draft Biological Opinion) at 378; Supp.
7 Cooper Dec. Ex. BB (Foster Park Production vs. River Flow) at 1217; Supp. Cooper Dec., Ex. Y
8 (Updated Production and Flows Summary Table) at 1164-1167.

9 143. Ventura continues to pump and divert water from the Foster Park Diversion after water
10 levels in Ventura River fall below the 2 cfs threshold. Supp. Cooper Dec., Ex. R (Production and Flows
11 Summary Table) at 1028-29, Ex. S (Ventura Source Report), Ex. T (Foster Park Flow Data); Supp.
12 Cooper Dec. Ex. BB (Foster Park Production vs. River Flow); Supp. Cooper Dec., Ex. Y (Updated
13 Production and Flows Summary Table) at 1164-1167.

14 144. Ventura continues to pump and divert water from the Foster Park Diversion in a manner
15 that contributes to water levels in Ventura River falling below the 2 cfs threshold. Supp. Cooper Dec.,
16 Ex. R (Production and Flows Summary Table) at 1028-29, Ex. G (Draft Biological Opinion) at 378, Ex.
17 O (Ventura Flows Study) at 659; Supp. Cooper Dec. Ex. BB (Foster Park Production vs. River Flow) at
18 1217; Supp. Cooper Dec., Ex. Y (Updated Production and Flows Summary Table) at 1164-1167.

19 145. Ventura's self-reported existing pumping and diversion capacity at the Foster Park
20 Diversion is 4,200 acre-feet of water per year. Supp. Cooper Dec. Ex. Z (Ventura Pumping Capacity
21 Comparisons) at 1168-1171.

22 146. In 2015, Ventura had the existing capacity at Foster Park to pump and divert all water
23 that would have remained in the river if all non-overlying groundwater users in the Ojai Basin and all
24 other reported users in the entire Ventura River watershed reduced their pumping and diversions from
25 the Ventura River watershed by 50%. Supp. Cooper Dec. Ex. Z (Ventura Pumping Capacity
26 Comparisons) at 1168-1171.

27 147. In 2016, Ventura had the existing capacity at Foster Park to pump and divert all water
28 that would have remained in the river if all non-overlying groundwater users in the Ojai Basin and all

1 other reported users in the entire Ventura River watershed reduced their pumping and diversions from
2 the Ventura River watershed by 50%. Supp. Cooper Dec. Ex. Z (Ventura Pumping Capacity
3 Comparisons) at 1168-1171.

4 148. Ventura has stated that it intends to extract 6,700 acre-feet of water from the Ventura
5 River at the Foster Park Diversion by 2020. Supp. Cooper Dec. Ex. V (City of Ventura Water Claim vs.
6 Realistic and Comparable Metrics) at 1060.

7 149. In 2014, 2015, and 2016, extractions of 6,700 acre-feet of water from the Ventura River
8 would have exceeded the amount of water left behind for the river if all non-overlying groundwater
9 users in the Ojai Basin and all other reported users in the entire Ventura River watershed reduced their
10 pumping and diversions from the Ventura River watershed by 50%. Supp. Cooper Dec. Ex. V (Ventura
11 Pumping Capacity Comparisons) at 1060.

12 150. In 2014, 2015, and 2016, given its existing pumping capacity at Foster Park, Ventura
13 would have consumed all water left behind if the Ventura River Water District and Meiners Oaks Water
14 District completely eliminated 100% of their pumping and diversions. Supp. Cooper Dec. Ex. V (City of
15 Ventura Water Claim vs. Realistic and Comparable Metrics) at 1060.

16 151. In 2015 and 2016, given its projected future pumping capacity and water budget at Foster
17 Park, Ventura would have consumed all water left behind if all other non-overlying users in the Ojai
18 Basin and every other pumper or diverter had completely eliminated their pumping and diversions.
19 Supp. Cooper Dec. Ex. Z (Ventura Pumping Capacity Comparisons) at 1168-1171.

20 152. Channelkeeper is informed and believes, and thereon alleges, that if all other pumping
21 and diversions from non-overlying users in the Ojai Basin along with every other pumper or diverter in
22 the watershed stopped there would be no benefit to the instream uses of the Ventura River given
23 Ventura's intended pumping and/or diversion capacity at Foster Park. Supp. Cooper Dec. Ex. Z (Ventura
24 Pumping Capacity Comparisons) at 1168-1171; Supp. Cooper Dec. Ex. V (City of Ventura Water Claim
25 vs. Realistic and Comparable Metrics) at 1060.

26 153. Channelkeeper is informed and believes, and thereon alleges, that if all junior
27 appropriators stopped their pumping and diversions there would be no benefit to the instream uses of the
28 Ventura River given Ventura's intended pumping and/or diversion capacity at Foster Park. Supp.

1 Cooper Dec. Ex. Z (Ventura Pumping Capacity Comparisons) at 1168-1171; Supp. Cooper Dec. Ex. V
2 (City of Ventura Water Claim vs. Realistic and Comparable Metrics) at 1060.

3 154. Channelkeeper is informed and believes, and thereon alleges, that if there is water
4 remaining in the Upper Ventura River Basin because all non-overlying users in the Ojai Basin and every
5 other user in the watershed stop their pumping and diversions, there would be no benefit to the instream
6 beneficial uses of the Ventura River given Ventura's asserted right to use 72,397 acre-feet per year from
7 Reach 4 of the Ventura River. Supp. Cooper Dec. Ex. Z (Ventura Pumping Capacity Comparisons) at
8 1168-1171; Supp. Cooper Dec. Ex. V (City of Ventura Water Claim vs. Realistic and Comparable
9 Metrics) at 1060.

10 155. Channelkeeper is informed and believes, and thereon alleges, that if there is water
11 remaining in the Upper Ventura River Basin because all junior appropriators stop their pumping and
12 diversions, there would be no benefit to the instream beneficial uses of the Ventura River given
13 Ventura's asserted right to use 72,397 acre-feet per year from Reach 4 of the Ventura River. Supp.
14 Cooper Dec. Ex. Z (Ventura Pumping Capacity Comparisons) at 1168-1171; Supp. Cooper Dec. Ex. V
15 (City of Ventura Water Claim vs. Realistic and Comparable Metrics) at 1060.

16 156. Channelkeeper is informed and believes, and thereon alleges, that if there is water
17 remaining in the Upper Ventura River Basin because all non-overlying users in the Ojai Basin and every
18 other user in the watershed stop their pumping and diversions, there would be no benefit to the instream
19 beneficial uses of the Ventura River given Ventura's historic pumping and/or diversion from Reach 4 of
20 the Ventura River. Supp. Cooper Dec. Ex. Z (Ventura Pumping Capacity Comparisons) at 1168-1171;
21 Supp. Cooper Dec. Ex. V (City of Ventura Water Claim vs. Realistic and Comparable Metrics) at 1060.

22 157. Channelkeeper is informed and believes, and thereon alleges, that if there is water
23 remaining in the Upper Ventura River Basin because all junior appropriators stop their pumping and
24 diversions, there would be no benefit to the instream beneficial uses of the Ventura River given
25 Ventura's historic pumping and/or diversion from Reach 4 of the Ventura River. Supp. Cooper Dec. Ex.
26 Z (Ventura Pumping Capacity Comparisons) at 1168-1171; Supp. Cooper Dec. Ex. V (City of Ventura
27 Water Claim vs. Realistic and Comparable Metrics) at 1060.

28 158. Channelkeeper is informed and believes, and thereon alleges, that if there is any water

1 remaining in the Upper Ventura River Basin because all non-overlying users in the Ojai Basin and every
2 other user in the watershed stop their pumping and diversions, there would be no benefit to the instream
3 beneficial uses of the Ventura River given Ventura’s existing capacity to pump and/or divert 4,200 acre-
4 feet of water per year from Reach 4 of the Ventura River. Supp. Cooper Dec. Ex. Z (Ventura Pumping
5 Capacity Comparisons) at 1168-1171; Supp. Cooper Dec. Ex. V (City of Ventura Water Claim vs.
6 Realistic and Comparable Metrics) at 1060.

7 159. Channelkeeper is informed and believes, and thereon alleges, that if there is any water
8 remaining in the Upper Ventura River Basin because all junior appropriators stop their pumping and
9 diversions, there would be no benefit to the instream beneficial uses of the Ventura River given
10 Ventura’s existing capacity to pump and/or divert 4,200 acre-feet of water per year from Reach 4 of the
11 Ventura River. Supp. Cooper Dec. Ex. Z (Ventura Pumping Capacity Comparisons) at 1168-1171; Supp.
12 Cooper Dec. Ex. V (City of Ventura Water Claim vs. Realistic and Comparable Metrics) at 1060.

13 160. Channelkeeper is informed and believes, and thereon alleges, that if there is any water
14 remaining in the Ventura River because all non-overlying users in the Ojai Basin and every other user in
15 the watershed stop their pumping and diversions, there would be no benefit to the instream beneficial
16 uses of the Ventura River given Ventura’s intention to pump and/or divert 6,700 acre-feet of water per
17 year from Reach 4 of the Ventura River. Supp. Cooper Dec. Ex. Z (Ventura Pumping Capacity
18 Comparisons) at 1168-1171; Supp. Cooper Dec. Ex. V (City of Ventura Water Claim vs. Realistic and
19 Comparable Metrics) at 1060.

20 161. Channelkeeper is informed and believes, and thereon alleges, that if there is any water
21 remaining in the Upper Ventura River Basin because all junior appropriators stop their pumping and
22 diversions, there would be no benefit to the instream beneficial uses of the Ventura River given
23 Ventura’s intention to pump and/or divert 6,700 acre-feet of water per year from Reach 4 of the Ventura
24 River. Supp. Cooper Dec. Ex. Z (Ventura Pumping Capacity Comparisons) at 1168-1171; Supp. Cooper
25 Dec. Ex. V (City of Ventura Water Claim vs. Realistic and Comparable Metrics) at 1060.

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2 **F. The State Board Has Failed to Conduct an Analysis of the Reasonableness of**
3 **Ventura’s Use of the Ventura River and Has Failed to Consider Impacts to Public**
4 **Trust Resources Resulting from Ventura’s Use of the River**

5 162. On May 3, 2013, the State Board acknowledged that it did not possess any documents
6 that refer, relate, or pertain to a reasonable use analysis of Ventura’s use of Reach 4 of the Ventura
7 River. Supp. Cooper Dec., Ex. N (PRA Response) at 653.

8 163. Accordingly, Channelkeeper is informed and believes, and thereon alleges, that the State
9 Board has never conducted an analysis of the reasonableness of Ventura’s use of Reach 4 of the Ventura
10 River.

11 164. On May 3, 2013, the State Board acknowledged that it did not possess any documents
12 that refer, relate, or pertain to a public trust analysis of Ventura’s use of Reach 4 of the Ventura River.
13 Supp. Cooper Dec., Ex. N (PRA Response) at 653.

14 165. Accordingly, Channelkeeper is informed and believes, and thereon alleges, that the State
15 Board has never conducted an analysis to consider impacts to public trust resources resulting from
16 Ventura’s use of Reach 4 of the Ventura River.

17 166. On May 3, 2013, the State Board acknowledged that it did not possess any documents
18 that refer, relate, or pertain to modifications made to Ventura’s water rights. Supp. Cooper Dec., Ex. N
19 (PRA Response) at 654.

20 167. Accordingly, Channelkeeper is informed and believes, and thereon alleges, that the State
21 Board has never made any modifications to Ventura’s use of Reach 4 of the Ventura River to conform
22 Ventura’s use to the Reasonable Use Doctrine or to the Public Trust Doctrine.

23 **G. The Ventura River TMDL Fails to Adequately Address the Pumping and Diversion**
24 **Impairments**

25 168. On June 28, 2013, the EPA approved the Ventura River TMDL, which established WLAs
26 to address algae, eutrophic conditions, and nutrients in the River. Supp. Cooper Dec., Ex. L (Ventura
27 River TMDL Approval Letter) at 622-23; Supp. Cooper Dec., Ex. M (Ventura River TMDL) at 627-28.

28 169. In response to public comments on the Ventura River TMDL that the TMDL will not

1 fully address the pumping and diversion impairments, EPA stated, “The proposed TMDLs were directed
2 at water quality problems associated with nutrient loadings in Reaches 3 and 4 of the Ventura [sic]
3 River. USEPA acknowledges that the proposed TMDLs were not expected to address all issues in
4 Reaches 3 and 4 of the Ventura River that might be associated with pumping and water diversions.”
5 Supp. Cooper Dec., Ex. L (Ventura River TMDL Approval Letter) at 625.

6 170. In response to public comments on the Ventura River TMDL that EPA should collaborate
7 with other agencies to complete a comprehensive assessment of pumping impacts, EPA stated, “Prior to
8 issuance of the draft TMDLs, USEPA worked with the LA RWQCB, the commenters, and other
9 stakeholders on a draft Memorandum of Agreement to put in place an alternative program of activities to
10 address the impacts of pumping and water diversions on steelhead trout habitat and other beneficial uses
11 of the Ventura River. This effort ended without success in September 2012. USEPA supports further
12 efforts by the Ventura River stakeholders to comprehensively assess the impacts of pumping and
13 diversion activities and address its detrimental impacts. USEPA believes that the State and other Federal
14 agencies may be in a better position to lead an assessment and planning process with the involvement of
15 local agencies, water users, nongovernmental organizations, and other stakeholders.” Supp. Cooper
16 Dec., Ex. L (Approval Letter) at 625-26.

17 171. Accordingly, Channelkeeper is informed and believes, and thereon alleges that the
18 Ventura River TMDL fails to adequately address the pumping and diversion impairments of the Ventura
19 River.

20 172. Channelkeeper is informed and believes, and thereon alleges that the pumping and
21 diversion impairments of the Ventura River will continue notwithstanding the adoption and
22 implementation of the Ventura River TMDL.

23 **H. Ventura’s Use of the Ventura River from April through October, at a Minimum, is**
24 **Unreasonable Thus the State Board is Required to Conduct a Reasonable Use Analysis**
25 **and Consider Impacts to Public Trust Resources Resulting from Ventura’s**
26 **Unreasonable Use**

27 173. Given Ventura’s pumping and diversion from Reach 4 of the Ventura River as described
28 in paragraphs 111-161, Channelkeeper is informed and believes, and thereon alleges, that Ventura’s use

1 of the River from April through October, at a minimum, is unreasonable.

2 174. Given Ventura's pumping and diversion from Reach 4 of the Ventura River as described
3 in paragraphs 111-161, Channelkeeper is informed and believes, and thereon alleges, that Ventura's use
4 of the River impacts public trust resources in the River.

5 175. Given Ventura's claimed right to pump and divert 72,397 acre-feet per year from Reach 4
6 of the Ventura River, Channelkeeper is informed and believes, and thereon alleges, that adherence to
7 Ventura's water right priority will result in an unreasonable use of the River.

8 176. Given Ventura's claim to pump and divert 72,397 acre-feet per year from Reach 4 of the
9 Ventura River, Channelkeeper is informed and believes, and thereon alleges, that adherence to Ventura's
10 water right priority will result in impacts to the public trust resources of the River.

11 177. Given Ventura's existing pumping and diversion capacity from Reach 4 of the Ventura
12 River, Channelkeeper is informed and believes, and thereon alleges, that adherence to Ventura's water
13 right priority will result in an unreasonable use of the River.

14 178. Given Ventura's existing pumping and diversion capacity from Reach 4 of the Ventura
15 River, Channelkeeper is informed and believes, and thereon alleges, that adherence to Ventura's water
16 right priority will result in impacts to the public trust resources of the River.

17 179. Given Ventura's intended pumping and diversion capacity from Reach 4 of the Ventura
18 River, Channelkeeper is informed and believes, and thereon alleges, that adherence to Ventura's water
19 right priority will result in an unreasonable use of the River.

20 180. Given Ventura's intended pumping and diversion capacity from Reach 4 of the Ventura
21 River, Channelkeeper is informed and believes, and thereon alleges, that adherence to Ventura's water
22 right priority will result in impacts to the public trust resources of the River.

23 181. Given that the State Board determined that the beneficial uses of Reaches 3 and 4,
24 including cold freshwater habitat, wildlife habitat, rare, threatened, or endangered species, migration of
25 aquatic organisms, spawning, reproduction, and/or early development, and wetland habitat, are impaired
26 by pumping and diversion of water from those reaches of the Ventura River, Channelkeeper is informed
27 and believes, and thereon alleges that Ventura's pumping and diversion from Reach 4 of the River is
28 unreasonable.

1 182. Because the State Board listed Reaches 3 and 4 of the Ventura River as impaired for
2 pumping and diversion in 1998, Channelkeeper is informed and believes, and thereon alleges that the
3 State Board knew or should have known for the past 20 years that Ventura's pumping and diversion
4 from the River is unreasonable.

5 183. Because Ventura's use of the Ventura River is unreasonable, Channelkeeper is informed
6 and believes, and thereon alleges that the State Board is required to conduct an analysis of Ventura's use
7 of the River, including but not limited to an analysis to consider the impacts to public trust resources
8 resulting from Ventura's use.

9 **VII. Counts for Relief**

10 **FIRST COUNT FOR RELIEF**

11 **Against Defendant City of Ventura**

12 **Pursuant to California Code of Civil Procedure § 1060 Channelkeeper Seeks a Declaration Stating**
13 **that Ventura's Use of Reach 4 of the Ventura River From April through October Is an**
14 **Unreasonable Use In Violation of Article X, § 2 of the Constitution.**

15 184. Petitioner incorporates each paragraph of this complaint and petition, herein.

16 185. Channelkeeper contends that, given the existing conditions in the Ventura River,
17 Ventura's use of the River is unreasonable.

18 186. Ventura continues to pump and divert water from the Foster Park Diversion during
19 critical summer months, e.g., April through October, and after water levels in the River fall below levels
20 determined to be critical minimum levels required to protect steelhead.

21 187. Ventura has failed and continues to fail to manage its use of the Ventura River in a
22 manner that avoids impacts to public trust resources.

23 188. Thus an actual controversy between Channelkeeper and Ventura exists concerning the
24 reasonableness of Ventura's pumping and diversion from the Ventura River.

25 WHEREFORE, Petitioner prays for the relief set forth below.

26 **SECOND COUNT FOR RELIEF**

27 **Against Defendant State Board**

28 **Pursuant to California Code of Civil Procedure § 1085**
The State Board Has Failed to Perform Its Mandatory Duties
Under Article X, § 2 of the Constitution.

1 189. Petitioner incorporates each paragraph of this complaint and petition, herein.

2 190. Pursuant to Article X, section 2 of the California Constitution, the State Board has a
3 mandatory duty to limit Ventura's use of the Ventura River to such water reasonably required for the
4 River's beneficial uses.

5 191. The State Board has failed and continues to fail to limit Ventura's use of the Ventura
6 River to such water reasonably required for the River's beneficial uses, as the State Board has never
7 conducted an analysis of Ventura's use of the Ventura River based on existing conditions of the River
8 that have changed over time.

9 192. The State Board has a mandatory duty to consider public trust resources in limiting
10 Ventura's use of the Ventura River to such water reasonably required for the River's beneficial uses.

11 193. The State Board has failed and continues to fail to limit Ventura's use of the Ventura
12 River to such water reasonably required for the River's beneficial uses, as the State Board has never
13 considered impacts to public trust resources resulting from Ventura's use of the Ventura River.

14 194. Thus, in violation of Article X, section 2 of the California Constitution, the State Board
15 has failed and continues to fail to carry out its mandatory duty to limit Ventura's use of the Ventura
16 River to such water reasonably required for the River's beneficial uses.

17 195. The State Board's ongoing and continuing failure to perform its mandatory duties has and
18 will cause Channelkeeper, its members, and the general public to suffer substantial, clear, and certain
19 irreparable injury. Unless and until the State Board follows the requirements of Article X, section 2 of
20 the California Constitution, Ventura's unreasonable use of the River will continue. As a result,
21 Channelkeeper, its members, and the general public will not be assured of their rights to reasonable use
22 of the State's waters as afforded by the California Constitution.

23 196. Channelkeeper has no plain, speedy, or adequate remedy in the ordinary course of law
24 because the State Board will continue to fail to conduct a reasonable use analysis of Ventura's use of the
25 Ventura River unless compelled to do so by the Court.

26 WHEREFORE, Petitioner prays for the relief set forth below.

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2 **THIRD COUNT FOR RELIEF**
3 **Against Defendant State Board**

4 **Pursuant to California Code of Civil Procedure § 1085**

5 **The State Board Has Failed to Perform Its Mandatory Duty Under § 275 of the Water Code.**

6 197. Petitioner incorporates each paragraph of this complaint and petition, herein.

7 198. Pursuant to section 275 of the Water Code, the State Board has a mandatory duty to
8 prevent Ventura's unreasonable use of the Ventura River.

9 199. The State Board has failed and continues to fail to prevent Ventura's unreasonable use of
10 the Ventura River, as the State Board has never taken action or instituted any proceedings to consider
11 Ventura's use of the Ventura River.

12 200. Thus, in violation of section 275 of the Water Code, the State Board has failed and
13 continues to fail to prevent Ventura's unreasonable use of the Ventura River.

14 201. The State Board's ongoing and continuing failure to perform its mandatory duty has and
15 will cause Channelkeeper, its members, and the general public to suffer substantial, clear, and certain
16 irreparable injury. Unless and until the State Board follows the requirements of section 275 of the Water
17 Code, Ventura's unreasonable use of the River will continue. As a result, Channelkeeper, its members,
18 and the general public will not be assured of their rights to reasonable use of the State's waters as
19 afforded by the Water Code.

20 202. Channelkeeper has no plain, speedy, or adequate remedy in the ordinary course of law
21 because the State Board will continue to fail to conduct a reasonable use analysis of Ventura's use of the
22 Ventura River unless compelled to do so by the Court.

23 WHEREFORE, Petitioner prays for the relief set forth below.

24 **FOURTH COUNT FOR RELIEF**
25 **Against Defendant State Board**

26 **Pursuant to California Code of Civil Procedure § 1085**

27 **The State Board Has Failed to Perform Its Mandatory Duty to Consider Impacts to Public Trust**
28 **Resources Resulting from Ventura's Use of the Ventura River.**

29 203. Petitioner incorporates each paragraph of this complaint and petition, herein.

30 204. Pursuant to the Public Trust Doctrine, the State Board has a mandatory duty to consider

1 Ventura River, pursuant to section 275 of the Water Code.

2 212. The State Board has and continues to prejudicially abuse its discretion by arbitrarily,
3 capriciously, and without any evidentiary support failing to consider impacts to public trust resources
4 resulting from Ventura's use of the Ventura River, pursuant to the Public Trust Doctrine.

5 213. The State Board's prejudicial abuse of its discretion has and will cause Channelkeeper, its
6 members, and the general public to suffer substantial, clear, and certain irreparable injury. Unless and
7 until the State Board follows the requirements of the Article X, section 2 of the California Constitution,
8 section 275 of the Water Code, and/or the Public Trust Doctrine, Ventura's unreasonable use of the
9 River resulting in unconsidered impacts to trust resources will continue. As a result, Channelkeeper, its
10 members, and the general public will not be assured of their rights afforded by the California
11 Constitution, the Water Code, or the Public Trust Doctrine.

12 214. Channelkeeper has no plain, speedy, or adequate remedy in the ordinary course of law
13 because the State Board will continue to prejudicially abuse its discretion of Ventura's use of the
14 Ventura River unless compelled to exercise its discretion by the Court.

15 WHEREFORE, Petitioner prays for the relief set forth below.

16 **PRAYER FOR RELIEF**

17 215. Channelkeeper therefore prays that this Court:

18 a. Issue a declaratory judgment stating that Ventura's use of Reach 4 of the Ventura
19 River from April through October is unreasonable in violation of Article X, section 2 of the California
20 Constitution;

21 b. Issue a writ of mandate directing the State Board to conduct an analysis of Ventura's
22 use of the Ventura River based on existing conditions in the River, which have changed since Ventura
23 first began its use of the River, pursuant to Article X, section 2 of the California Constitution;

24 c. Issue a writ of mandate directing the State Board to conduct an analysis of Ventura's
25 use of the Ventura River based on the State Board's consideration of impacts to public trust resources
26 resulting from Ventura's use of the River, pursuant to Article X, section 2 of the California Constitution;

27 d. Issue a writ of mandate directing the State Board to conduct an analysis of Ventura's
28 use of the Ventura River based on existing conditions in the River, which have changed since Ventura

1 first began its use of the River, pursuant to section 275 of the Water Code;

2 e. Issue a writ of mandate directing the State Board to conduct an analysis to consider
3 impacts to public trust resources resulting from Ventura’s use of the Ventura River pursuant to the
4 Public Trust Doctrine;

5 f. Issue a writ of mandate enjoining the State Board from continuing to prejudicially
6 abuse its discretion by arbitrarily, capriciously, and without any evidentiary support failing to conduct an
7 analysis of Ventura’s use of the Ventura River, pursuant to Article X, section 2 of the California
8 Constitution, section 275 of the Water Code, and/or the Public Trust Doctrine;

9 g. Award Channelkeeper its costs and fees for bringing suit for the State Board’s
10 violations of State law as provided under Code of Civil Procedure section 1021.5; and/or

11 h. Grant such other relief as the Court deems just and proper.

12
13 Dated: September 6, 2018

Respectfully Submitted,

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16 _____
17 Daniel Cooper
18 LAWYERS FOR CLEAN WATER, INC.
19 Attorneys for Petitioner
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VERIFICATION

I, the undersigned, declare:

I am the Executive Director of Santa Barbara Channelkeeper, the Petitioner in this action. I have read the foregoing petition and know its contents. The facts alleged in the above petition are within my own knowledge and I know these facts to be true.

I declare under penalty of perjury that the foregoing is true and correct. This declaration was executed on April 13, 2018, in Santa Barbara, California.



Kira Redmond
Executive Director
Santa Barbara Channelkeeper

SBCK vs City of Ventura Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between Santa Barbara Channelkeeper ("Channelkeeper") and the City of San Buenaventura ("City") regarding the action entitled Santa Barbara Channelkeeper v. State Water Resources Control Board and the City of San Buenaventura, Los Angeles County Superior Court, Case No. 19STCP01176 ("Action"). Channelkeeper and the City may be collectively referred to as "Parties" and individually as "Party". The Agreement is entered into and effective on the date defined in Section 23 below ("Effective Date").

RECITALS

Channelkeeper and the City recite as follows:

1. On September 19, 2014, Channelkeeper filed a Complaint for Declaratory Relief and Petition for Writ of Mandate ("Complaint") against the City and the State Water Resources Control Board ("State Board"). The Complaint alleged that the City's use of water in Reach 4 of the Ventura River from April through October is unreasonable, in violation of the California Constitution article X, section 2, and the public trust doctrine.

2. The City filed a Cross-Complaint on May 14, 2015, and a First Amended Cross-Complaint on June 11, 2015, against other users of water from the River and interconnected groundwater basins. On September 18, 2015, the trial court granted Channelkeeper's motion to strike the First Amended Cross-Complaint.

3. The City appealed the order striking its First Amended Cross-Complaint, and the Court of Appeal reversed the trial court's order. Santa Barbara Channelkeeper v. City of San Buenaventura, 19 Cal.App.5th 1176 (2018).

4. Following the appeal, on September 7, 2018, Channelkeeper filed a First Amended Complaint for Declaratory Relief and Petition for Writ of Mandate ("1st Am. Complaint") against the City and the State Board. The 1st Am. Complaint alleges that the City's use of water in Reach 4 of the Ventura River from April through October is unreasonable, in violation of the California Constitution article X, section 2, and the public trust doctrine, and requests a declaratory judgment that the City's use of the River water is unreasonable. The 1st Am. Complaint further seeks to compel and enjoin the State Board to perform its alleged mandatory duties to prevent the City's alleged unreasonable use of the River and impacts on public trust resources.

5. On September 24, 2018, the City filed a Second Amended Cross-Complaint that requests, among other things, an adjudication of water rights for the Ventura River Watershed, which includes the Upper Ventura River Groundwater Basin, Ojai Groundwater Basin, Lower Ventura River Groundwater Basin, and Upper Ojai Groundwater Basin. The 2nd Am. Cross-Complaint also requests a physical solution.

6. In consideration for the commitments made in this Agreement, Channelkeeper and the City intend to settle their past disputes while preserving claims and defenses for future alleged violations.

TERMS

7. Recitals. The above recitals are incorporated in and made a part of the terms of this Agreement.

8. Pilot Project. Within five business days after the Effective Date, the City will start the Foster Park Pilot Project ("Pilot Project").

A. Pilot Flow Operational Regime. During the Pilot Project, the City will operate its Foster Park facilities using the following flow regime:

(1) When instream flow at Foster Park, as measured as described in Section 8(B) below, is less than or equal to 4.0 cubic feet per second ("CFS"), the City will shut down its Nye well 8;

(2) When instream flow at Foster Park, as measured as described in Section 8(B) below, is less than or equal to 3.0 CFS, the City will shut down its Nye well 7; and

(3) When instream flow at Foster Park, as measured as described in Section 8(B) below, is less than or equal to 2.0 CFS, the City will not extract water using its Foster Park facilities.

B. Flow Measurement Location and Shutoff/Restart Protocols. As part of the Pilot Project, the City will install new streamflow gauges directly above and directly below its Foster Park facilities:

(1) Once the new streamflow gauges are operational, the pilot flow operational regime described in Section 8(A) above will be measured using the protocol described in this Section 8(B) at the new streamflow gauge immediately above the Foster Park facilities.

(2) Until the new streamflow gauges are operational, the pilot flow operational regime described in Section 8(A) above will be measured at the USGS streamflow gauge at the Casitas Bridge (Gauge 11118500).

(3) The CFS triggers and corresponding operational changes shall be made when the relevant streamflow gauge registers below the flow threshold at any point within a calendar day for three consecutive calendar days. If the final reading below the threshold occurs after business hours, then the operational change will take place by 8 a.m. the following

business day. The operational changes may be returned to normal when the relevant streamflow gauge registers above the flow threshold for at least 72 consecutive hours.

C. Term of Pilot Project. The term of this Pilot Project will be for a period of 164 days following the Effective Date. This Pilot Project may be modified or terminated under emergency conditions.

D. Future Flow Regimes. All parties understand and agree that the Pilot Project is not an agreement by the City to maintain any specific flow regime after completion of the Pilot Project. The information provided through the Pilot Project may be used to help inform the establishment of target instream flows that will be included in the stipulated judgment and physical solution in the adjudication. However, the flow regime in the Pilot Project is not binding on the development of those target instream flows, which the parties agree and acknowledge may be less than, greater than or entirely different than the flow regime in the Pilot Project.

9. Non-Flow Measures. The City will also implement the following non-flow measures:

A. Foster Park Fish Barriers. The City will address the following two potential low-flow fish passage barriers at Foster Park:

(1) A 36 inch raw water line that runs southeasterly across the Ventura River from the City's intake facility. The line is covered in a concrete apron that due to scour is exposed above the water surface under certain flow conditions. The City will take action to address this potential barrier.

(2) Due to scour, the crest of the subsurface dam at Foster Park is

exposed above the water surface under certain flow conditions on its eastern terminus. The City shall take action to notch or otherwise address the subsurface dam at this location to remove a potential passage barrier.

B. Flow Gauging at Casitas Vista Road Bridge (USGS Gauge No. 11118500). If the United State Geological Survey ("USGS") believes the Casitas Vista Road Bridge gauge equipment is not functioning as originally intended, the City shall work with the USGS, and other responsible parties, to repair the gauge or cause the installation of a new gauge.

C. Regulatory and Environmental Review. Completion of these non-flow measures is subject to all regulatory requirements and environmental review. The City may process the Foster Park Fish Barriers measures as one joint project that may also include operational upgrades to the City's intake facility at Foster Park to enhance operational flexibility and better manage flow at this location.

D. Construction Milestones. The City's estimated construction milestones for planning, permitting and construction of these non-flow measures are set forth below. The City shall use good faith efforts to accelerate the construction of these non-flow measures, jointly or individually, as feasible, including, but not limited to, by considering the use of statutory or categorical CEQA exemptions as provided in Section 9(C) above.

- (1) The City will complete preliminary design by April 1, 2020.
- (2) The City will circulate draft CEQA documents for public review by June 1, 2020.
- (3) The City will submit permit applications by July 1, 2020.
- (4) The City will complete CEQA review by October 1, 2020.
- (5) The City will complete construction within 1 year of receiving all

permits (time for advertise/bid/award/transition process submittal review), subject to timing constraints in mitigation measures and permits on construction activity.

10. Channelkeeper's Attorney's Fees and Costs. Within thirty (30) days of the Effective Date, the City shall provide Channelkeeper's attorney, Daniel Cooper of Cooper & Lewand-Martin, Inc., a certified check in the amount of \$850,000.00 payable to "Santa Barbara Channelkeeper." The City's payment is for Channelkeeper's attorney's fees and costs incurred because of the Action, but is not intended to pay Channelkeeper's attorney's fees and costs for the trial court and appellate court proceedings challenging the City's Cross-Complaint and 1st Am. Cross-Complaint. Channelkeeper alleges that it has incurred \$1,041,075.29, and the Parties will defer resolving payment of the \$191,075.29 difference.

11. Force Majeure. The City shall not be considered to be in default in the performance of any of their respective obligations under this Agreement when performance becomes impossible due to a Force Majeure event. A Force Majeure event is any circumstance beyond the City's control, including without limitation, any act of God, war, fire, earthquake, flood, windstorm, or natural catastrophe; criminal acts; civil disturbance, vandalism, sabotage, or terrorism; restraint by court order or public authority or agency; or action or non-action by, or inability to obtain the necessary authorizations or approvals from any governmental agency. A Force Majeure event shall not include normal inclement weather, economic hardship, inability to pay, or employee negligence. If the City seeks to rely upon this Section to excuse or postpone performance, it shall have the burden of establishing that it could not reasonably have been expected to avoid the Force Majeure event and that its exercise of due diligence did not overcome the failure of performance. The City shall exercise due diligence to resolve and remove any Force Majeure event. Any delays due to the City's failure to make timely and bona fide applications and to exercise diligent efforts to comply with the terms in this Agreement will not, in any event, be considered to be circumstances beyond the City's control.

12. Release of Claims. Except as provided in the Agreement, the Parties discharge, release and waive as to each other, and their respective agents, employees, Boards, Councils, members, representatives, officers, directors, insurers, attorneys, affiliates, assigns, predecessors, and successors, from any and all claims, causes of action, losses, damages, costs and attorneys' fees, whether based on case law, the California or Federal Endangered Species Acts or other statutes, constitution, contract, tort, equity, indemnity, or any other theory of recovery, which the Parties have or may have, whether known or unknown, suspected or unsuspected, which were raised or might have been raised, or arise out of, or are connected with the Action, that occurred up to the date of the execution of this Agreement.

13. Waiver of Section 1542. Except as provided in the Agreement, the Parties acknowledge that they have been informed of and are familiar with the provisions of Civil Code section 1542, which provides as follows:

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

The Parties waive and relinquish all rights and benefits they have under Civil Code section 1542 to the full extent that they may lawfully waive all such rights and benefits pertaining to the Released Claims.

14. Claims Not Released. The Parties do not release:

A. Future Pumping and Diversion. Channelkeeper's claim after the Pilot Project is completed but before entry of a stipulated judgment in the adjudication that future pumping and diversion of water in Reach 4 of the Ventura River is an unreasonable use in violation of the California Constitution Article X, Section 2, and the public trust doctrine.

B Unpaid Attorney's Fees and Costs. Channelkeeper's claims for attorney's fees and costs in the amount of \$191,075.00.

C Enforcement of Agreement. Any action to enforce the Agreement.

15. Request for Dismissal. Within five business days of the Effective Date, Channelkeeper shall file a request for dismissal in the form attached as Exhibit A.

16. Joint Press Release. Within five business days of the Effective Date, the Parties shall issue a joint press release in the form attached as Exhibit B.

17. Representations and Warranties. Each of the Parties represents and warrants to the other Party that:

A. As of the date of their execution of this Agreement, they are unaware of any facts, conditions or matters relating to, arising out of or connected with the events and/or transactions which would give rise to any claims for damages or equitable relief not being released by each party pursuant to the terms of this Agreement.

B. Each of the Parties has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

C. No portion of any claim, demand, cause of action that they may have or might have, which are being released herein, has been assigned or transferred to any other person, entity, or company.

D. In executing this Agreement, the Parties have relied solely upon their

own judgment, belief and knowledge and on the advice and recommendations of their own independently selected counsel concerning the nature, extent and duration of their rights and claims. Further, that they have not been influenced by any representations or statements concerning any matters made by any other parties or by any person or attorney representing any other parties in connection with the negotiation and/or entering into of this Agreement.

18. No Admission of Liability. The Parties agree that by the execution of this Agreement, and the consummation of the settlement and release of claims as set forth herein, none of the Parties admit responsibility or liability as to any matter whatsoever, nor shall this release, or the settlement and release it effectuates, be admissible in evidence in any proceeding of any nature whatsoever except as described above.

19. Enforcement of Agreement. If legal proceedings are commenced by any of the Parties to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all of such party's attorneys' fees and costs and expenses of litigation including any and all appeals or petitions as well as fees and costs incurred in enforcing any resulting judgment or award.

20. Entire Agreement. All agreements, covenants, representations and warranties, expressed and implied, oral and written, by each Party to this Agreement concerning its subject matter are contained herein. No other agreements, covenants, representations or warranties, expressed or implied, oral or written, have been made by any Party to any other Party concerning the subject matter of this Agreement. All prior and contemporaneous conversations, covenants and warranties concerning the subject matter of this Agreement are merged herein. This is a fully integrated Agreement.

21. Drafted by All Parties. This Agreement shall be deemed drafted by all Parties

with the advice of counsel for the purposes of its interpretation, sufficiency and enforcement, and shall not be construed against either under the doctrine of *contra preferentem*.

22. All Remedies Available for Breach of the Agreement. All remedies, including without limitation specific performance, shall be available for a breach of this Agreement.

23. Effective Date. This Agreement shall become effective immediately upon the execution of this Settlement Agreement by all Parties. This Agreement may be executed in counterparts. When all Parties and their respective attorneys have signed and delivered at least one such counterpart to the other Parties, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties. No original signatures shall be required to establish the validity or authenticity of this Agreement.

24. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of California.

25. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall remain in full force as though such invalid or unenforceable provisions or portions had not been a part of this Agreement. However, if the provisions requiring dismissal of all actions and cross-actions with prejudice, or if the provisions for releases of claims as provided herein, are found to be invalid, then this Agreement shall be considered invalid in its entirety.

26. Perform All Acts. Each Party agrees to perform all acts and execute and deliver all documents necessary to carry out the purpose and intent of this Agreement.


Dated: September 25, 2019

SANTA BARBARA CHANNELKEEPER

By: 

Dated: September 30, 2019

CITY OF SAN BUENA VENTURA

By: 
City Manager

APPROVED AS TO FORM:

Dated: September 25, 2019

COOPER & LEWAND-MARTIN, INC.

By: 
DANIEL COOPER
Attorneys for Petitioner SANTA
BARBARA CHANNELKEEPER

Dated: September 30, 2019

BEST BEST & KRIEGER LLP

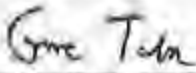
By: 
GENE TANAKA
SHAWN HAGERTY
SARAH CHRISTOPHER POLEY
DAKOTAH BENJAMIN
Attorneys for Respondent and Cross-
Complainant CITY OF SAN
BUENAVENTURA

EXHIBIT A

Daniel Cooper (SBN 153576)
 Cooper & Lewand-Martin, Inc.
 1004B O'Reilly Avenue
 San Francisco, CA 94129
 (415) 360-2962
 daniel@cooperlewand-martin.com
 Plaintiff and Petitioner Santa Barbara Channelkeeper

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 312 North Spring Street
 Los Angeles, 90012
 Spring Street Courthouse

PLAINTIFF/PETITIONER: Santa Barbara Channelkeeper
 DEFENDANT/RESPONDENT: State Water Resources Control Board

REQUEST FOR DISMISSAL

19STCP01176

A conformed copy will not be returned by the clerk unless a method of return is provided with this document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please dismiss this action as follows:

- a. (1) With prejudice (2) Without prejudice
- b. (1) Complaint (2) Petition
- (3) Cross-complaint filed by (name) on (date)
- (4) Cross-complaint filed by (name) on (date)
- (5) Entire action of all parties and all causes of action
- (6) Other (specify): *All claims adv. City of SB except its future punning at Foster Park and \$191,075.29 in attorney's fees.

2. (Complete in all cases except family law cases.)

The court did did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed.)

Date: September 2018

Daniel Cooper

* If dismissal requested in specified parties only or specified causes of action only, or if specified cross-complaints only, do state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

Plaintiff/Petitioner Defendant/Respondent
 Cross-Complainant

TO THE CLERK: Consent to the above dismissal is hereby given

Date:

* If a cross-complaint -- or Response (Family Law) seeking affirmative relief -- is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 58 (1) or (j).

Attorney or party without attorney for:

Plaintiff/Petitioner Defendant/Respondent
 Cross-Complainant

(To be completed by clerk)

- 4. Dismissal entered as requested on (date)
- 5. Dismissal entered on (date) as to only (name)
- 6. Dismissal not entered as requested for the following reasons (specify):

- a. Attorney or party without attorney notified on (date):
- b. Attorney or party without attorney not notified. Filing party failed to provide:
 - a copy to be conformed means to return conformed copy

Date:

Clerk, by _____, Deputy

PLAINTIFF/PETITIONER: Santa Barbara Channelkeeper
 DEFENDANT/RESPONDENT: State Water Resources Control Board

CASE NUMBER:
 19STCP01176

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for (name): _____
2. The person named in item 1 is (check one below):
- a. not recovering anything of value by this action.
- b. recovering less than \$10,000 in value by this action.
- c. recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. All court fees and court costs that were waived in this action have been paid to the court (check one): Yes No

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

Date: _____



EXHIBIT B

For Immediate Release:

September 30, 2019

Contacts:

Craig Jones, Ventura Water PIO
805-654-7526

cjones@cityofventura.ca.gov

Ben Pitterle, Channelkeeper Science & Policy Director
805-563-3377 ext. 3

ben@sbck.org

**THE CITY OF VENTURA AND SANTA BARBARA CHANNELKEEPER PRESENT INTERIM
SETTLEMENT ON VENTURA RIVER LITIGATION**

*Combined efforts result in an interim agreement that will protect and preserve the Ventura River
Watershed, wildlife and the many diverse interests that rely on its water supply.*

Ventura, California – The City of San Buenaventura and Santa Barbara Channelkeeper are pleased to announce an interim settlement in the lawsuit regarding the pumping and diversion of water from the Ventura River Watershed. Both Channelkeeper and the City are dedicated to ensuring the protection of this finite water source and the habitat and species that rely on it while providing water now and for the future. This collaborative agreement brings us another step closer towards this goal.

As part of the interim settlement, the City agreed to begin a Pilot Program to reduce its pumping and diversion of water from the river when flows drop during dry times to help protect species that depend on the river. The City will also address two low-flow fish passage barriers at its Foster Park facilities and install two monitoring gauges to help better evaluate water levels in the river. These interim measures will provide temporary assurance that some water remains in the river until scientific studies are completed to establish appropriate permanent safeguards for steelhead while also meeting the community's water needs.

"We are proud to be working with Channelkeeper to put forth a plan that will protect the needs and rights of each water user in the watershed," said **Mayor Matt LaVere**. "This settlement represents a shared commitment to securing our water resources for all who rely on them now and moving forward."

"Channelkeeper is gratified that the City is engaged in good faith in a process to restore river flows for steelhead and other species throughout the length of the Ventura River," said Kira Redmond, Executive Director of Santa Barbara Channelkeeper. "While there is a long road ahead, we look forward to collaborating with the City to establish a permanent solution that ensures sufficient flows for steelhead and other aquatic life in the future."

Finding common ground with the City enabled Channelkeeper to help protect the steelhead for the upcoming dry season. Both sides had to compromise to create a vehicle to serve the needs of both the municipal customers of the City and the environment in the future.

This interim settlement represents a milestone in a collaborative process that has been underway since April in establishing a holistic, locally driven solution that protects the Ventura River and steelhead and helps preserve the City's oldest water supply for the future. By working together with the many diverse water users in the region, the State Water Resources Control Board, and the California Department of Fish and Wildlife, the objective of the City and Channelkeeper is to establish an adaptive and lasting

framework that clearly recognizes the needs and rights of each water user, ensures sufficient flows to sustain wildlife and public recreation, and shares the responsibility of preserving finite water supplies amongst all users

###

Third Amended Cross-Complaint

1 GENE TANAKA, Bar No. 101423
gene.tanaka@bbkllaw.com
2 SARAH CHRISTOPHER FOLEY, Bar No. 277223
sarah.foley@bbkllaw.com
3 DAKOTAH BENJAMIN, Bar No. 316446
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4 BEST BEST & KRIEGER LLP
2001 N. Main Street, Suite 390
5 Walnut Creek, California 94596
Tel.: 925.977.3300; Fax: 925.977.1870
6
7 SHAWN HAGERTY, Bar No. 182435
shawn.hagerty@bbkllaw.com
8 BEST BEST & KRIEGER LLP
655 West Broadway, 15th Floor
San Diego, California 92101
9 Tel.: 619.525.1300; Fax: 619.233.6118

10 Attorneys for Respondent and Cross-Complainant
11 CITY OF SAN BUENAVENTURA

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 SANTA BARBARA CHANNELKEEPER,
15 a California non-profit corporation,
16
17 Petitioner,

17 v.

18 STATE WATER RESOURCES
CONTROL BOARD, a California State
19 Agency;
20 CITY OF SAN BUENAVENTURA, a
California municipal corporation,
21 incorrectly named as CITY OF
BUENAVENTURA,

22 Respondents.

23 CITY OF SAN BUENAVENTURA, a
24 California municipal corporation,

25 Cross-Complainant

26 v.

27 DUNCAN ABBOTT;
AGR BREEDING, INC.;
28 [continued on next page]

Exempt From Filing Fees Pursuant to
Cal. Gov't Code § 6103

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JAN 02 2020

Sherril R. Carter, executive Officer/Clerk
By: Tanya Herrera, Deputy

Case No. 19STCP01176

Judge: Honorable William F. Highberger

Deemed Verified Pursuant to Cal. Civ. Proc.
Code § 446

RESPONDENT AND CROSS-
COMPLAINANT CITY OF SAN
BUENAVENTURA'S THIRD AMENDED
CROSS-COMPLAINT FOR:

1. VIOLATION OF REASONABLE USE;
2. VIOLATION OF PUBLIC TRUST;
3. DECLARATORY RELIEF - PUEBLO
AND/OR TREATY WATER RIGHTS;
4. DECLARATORY RELIEF -
PRESCRIPTIVE WATER RIGHTS;
5. DECLARATORY RELIEF -
APPROPRIATIVE WATER RIGHTS;
6. COMPREHENSIVE ADJUDICATION;
7. DECLARATORY RELIEF - MUNICIPAL
PRIORITY;
8. DECLARATORY RELIEF - HUMAN
RIGHT TO WATER; and
9. DECLARATORY RELIEF

1 ASQUITH FAMILY LIMITED PARTNERSHIP, LTD.; TROY BECKER; BENTLEY FAMILY
2 LIMITED PARTNERSHIP; ROBIN BERNHOFT; DEWAYNE BOCCALI; JANET
3 BOULTON; MICHAEL BOULTON; DWAYNE BOWER; BURGESS RANCH; MICHAEL
4 CALDWELL; CASITAS MUNICIPAL WATER DISTRICT; CASITAS MUTUAL WATER
5 COMPANY; CHARLES CHO; JOE CLARK; KEVIN CLARK; LISA CLARK; REBECCA
6 COLLINS; THOMAS COLLINS; MICHAEL CROMER; ROBERT C. DAVIS, JR.; LINDA
7 EPSTEIN; ESSICK FARM MANAGEMENT COMPANY, LLC; ETCHART RANCH; JAMES
8 FINCH; FLYING H RANCH, INC.; ERNEST FORD; WAYNE FRANCIS; FRIEND'S
9 RANCHES, INC.; JOHN GALASKA; RICHARD GILLELAND; JURGEN GRAMCKOW and
10 GERALDINE GRAMCKOW, individually as Trustees of the J&G Trust; GRIDLEY ROAD
11 WATER GROUP; STEPHANIE GUSTAFSON; LAWRENCE HARTMANN; HERMITAGE
12 MUTUAL WATER COMPANY; DOROTHY HOLMES; STEPHEN HUYLER; CHERYL
13 JENSEN; BRETT KANTROWITZ; DENISE KANTROWITZ; JERRY KENTON; OLE
14 KONIG; KROTONA INSTITUTE OF THEOSOPHY; TIM KROUT; BETINA LA PLANTE;
15 LUTHERAN CHURCH OF THE HOLY CROSS OF OJAI; SCOTT LUTTENBERG; JEFFREY
16 LUTTRULL; MEINERS OAKS WATER DISTRICT; FREDRICK MENNINGER;
17 MARGARET MENNINGER; STEPHEN MITCHELL; BILL MOSES; NORTH FORK
18 SPRINGS MUTUAL WATER COMPANY; OJAI WATER CONSERVATION DISTRICT;
19 OLD CREEK ROAD MUTUAL WATER COMPANY; RANCHO DE CIELO MUTUAL
20 WATER COMPANY; RANCHO MATILIJA MUTUAL WATER COMPANY; SHLOMO RAZ;
21 SYLVIA RAZ; RINCON WATER AND ROAD WORKS; CHARLES RUDD; WILLIAM
22 RUSIN; MARK SALEH; SENIOR CANYON MUTUAL WATER COMPANY; SIETE
23 ROBLES MUTUAL WATER COMPANY; SISAR MUTUAL WATER COMPANY; SOULE
24 PARK GOLF COURSE, LTD.; ST. JOSEPH'S ASSOCIATES OF OJAI, CALIFORNIA, INC.;
25 ANDREW STASSE; GEORGE S. STUART; JOHN TAFT; TELOS, LLC; THACHER CREEK
26 CITRUS, LLC, a California Corporation; THE THACHER SCHOOL; TICO MUTUAL WATER
27 COMPANY; VICTOR TIMAR; TOPA TOPA RANCH COMPANY, LLC; LOU TOMESSETTA;
28 JOHN TOWN; TRUDIE TOWN; ERNESTO VEGA; VENTURA COUNTY WATERSHED

1 PROTECTION DISTRICT; VENTURA RIVER WATER DISTRICT; WOOD-CLAEYSSSENS
2 FOUNDATION; CALVIN ZARA [collectively, “Original Cross-Defendants”];
3
4 1970 RANCH ROAD, LLC; 625 N. VENTURES AVENUE, LLC; ABRAHAM MUNOZ;
5 AHDE and GANEA LAHTI, individually; ALAN and CAROL JAMES, individually;
6 ALESSANDRO LOBBA and MARY E. JACKSON, individually as Trustees of the LOOBA-
7 JACKSON FAMILY Trust; ALEXANDER and MARIA DORAN, individually; ALFREDO and
8 MONTELLE BELLO, individually; ALVIN and CLAUDIA CUNNINGHAM, individually;
9 AMERICAN RETIREMENT FUND, INC.; AMY MATTISON, Trustee of the Amy K. Mattison
10 Trust; ANATOLY and MARGARITA KOZUSHIN, individually; ANDREA LEIGH JENSEN,
11 Trustee of the Jensen Trust; ANDREW and JANE HOLGUIN, individually; ANDREW D.
12 WEST and PATRICIA G. WEST, individually as Trustees of the West Family Revocable Trust;
13 ANGIE MARI GANASEI and CHRISTOPHER PAUL DANCH, individually as Trustees of the
14 Genasei-Danch Family Trust; ANNE LOMBARD and FRANK HANSON, individually;
15 ARMANDO and SENDI SANCHEZ, individually; ARTHUR TIMOTHY and MAURYA
16 KATHLEEN FOY, individually; ASHLEN and IVY AQUILA, individually; AUBREY
17 BALKIND; AUBURN OAK BUILDERS, INC.; BARRY and ANGELA ROSS, individually;
18 BEHROOZ JADIDOLLAHI; BENJAMIN and STACEY VAIL, individually; BERKLEY and
19 SUZANNE BAKER, individually; BETTINA CHANDLER, Trustee of the Bettina Chandler
20 Trust; BLANCHE CHAPLER; BRADFORD and CHERYL BOYD, individually; BRENT and
21 SHANNA MUTH, individually; BRIAN and IRENE MCCONVILLE, individually; BRIAN and
22 JOAN ARCHER, individually; BRIAN and SHARON SMITH, individually; BRIAN S.
23 STAFFORD and JANICE M. THOMAS, individually as Trustees of the Stafford Thomas Family
24 Trust Est., March 22, 2019; BRIAN SKAGGS, Trustee of the Skaggs Trust; BRIGITTE
25 LOVELL, Trustee of the Lovell Living Trust; BRUCE ABBOTT and KATHLEEN QUINLAN,
26 individually; BRUCE and DIXIE GLADSTONE, individually; BRYAN WHITLEY; BRYCE
27 and KRISTA BELGUM, individually; CARL and BARBARA ENSON, individually; CARMEN
28 CHAVEZ and GUADALUPE PATINO, individually; CAROL NICHOLSON; CAROL ANN

1 TENNANT, Trustee of the Carol McDonnell Family Trust; CARRIE MURPHY and MICHAEL
2 E. TEMPLIN, individually as Trustees of the Templin-Murphy 2016 Living Trust; CARTIN
3 FAMILY, LLC; CATHERINE E. LEE, Trustee of the Catherine E. Lee Trust; CHAD
4 WESCOTT and HEATHER CUSHNIE WESCOTT, individually; CHARLINE L. RICH and
5 RICHARD GIBSON JR., individually; CHARLES E. STARBUCK, Trustee of the Charles E.
6 Starbuck Trust; CHARLES P. WATLING, Trustee of the First Charles P. Watling Family Trust;
7 CHRISTOPHER and TINA ABE, individually; CHRISTOPHER HART; CHRISTOPHER
8 MOORE and MARY MOORE, individually as Trustees of the Christopher Moore and Mary
9 Moore Trust; CINDY PROSE; CLAIR and STACEY HARDING, individually; CLAUDIA
10 ZENOBIA LINARTE, Trustee of the Olga Trust; CLAUDIO and MAGDALENA LANDEROS,
11 individually; COMMUNITY MEMORIAL HEALTH SYSTEM; CONNIE S. MORGAN,
12 Trustee of the Connie S Morgan Trust; CONSERVATION ENDOWMENT FUND;
13 CONSTANCE and JUSTIN CAMPBELL, individually; CORINNE ANNE FRAUND; CRAIG
14 and ANA ZWIRN, individually; CURTIS and ORY NAMES, individually; CYNTHIA LEE,
15 Trustee of the Cynthia Lee Family Trust; D & J CAMPBELL BEST, LLC; DAN NEWMAN;
16 DAN STUART, Trustee of the Dana Stuart Trust; DAN WISEMAN; DANA and DAWN
17 CENICEROS, individually; DANIEL and AMY YANEZ, individually; DANIEL and NANCY
18 MCLAREN, individually; DANIEL and ROSALIND GRIMM, individually; DANNY
19 BROADHURST; DARREN and LISA LISLE, individually; DAVID FRIEND and ANGELA
20 MARIE FRIEND, individually; DAVID and LINDA SMITH, individually; DAVID and PATTI
21 WICKLUND, individually; DAVID CHASE and ANNE FITZGERALD, individually; DAVID
22 E. SISSUM, JR. and DIANA E. SISSUM, individually as Trustees of the Sissum Trust; DAVID
23 FLICK and EMMA FLICK, individually; DAWN and MARK GOLDEN, individually; DB
24 PROPERTIES, LLC; DEL CIELO, LLC; DENNIS and SUSAN RYDER, individually; DENNIS
25 BROWN; DENNIS WOOD and MARGARET VIGIL WOOD, individually; DIANE RUTH
26 WHITE, Trustee of the Diane Ruth White Living Trust; DIVE DEEP, LLC; DONALD and
27 WENDY GIVENS, individually; DONALD CAMPBELL; DONNA and JAMES KLEEBURG,
28 individually; DOROTHY HOLMES, Trustee of the Holmes Trust; DOROTHY LANQUIST;

1 DOUGLAS FREEMAN and MIRANDA MARGETTS, individually; DZ SPE, LLC; EARL G.
2 HOLDER, Trustee of the Holder Survivors Trust; EDWARD and GERALDINE LEE,
3 individually; EDWARD C. LEICHT and JACQUELINE M. LEICHT, individually as Trustees of
4 the Leicht Family 2013 Revocable Trust; ELEANOR SMALL; ELENA DHYANSKY, Trustee of
5 the Elena Dhyansky Trust; ELIZABETH KEENEN; ELTON PEDERSEN and ALMA
6 CLAYTON PEDERSEN, individually; ERIC and JODI PERDUE, individually; ERIC and MING
7 JUN NAKAMURA, individually; ERIC and TRISHA JOHNSON, individually; ERIC
8 LAWRENCE BERNTHAL, SPECIAL Trustee of the Boss and Venice Trust; ERIC LEWIS and
9 BOBBI RODERICK LEWIS, individually; ERIK and TIRICA EADS, individually; EUGENE
10 and CHARLOTTE ELERDING, individually; EVELYN FRAMENT; FORTUNE BUILDERS,
11 INC.; FRANK ROBERT WALKER JR. and CARRIE ELLEN WALKER, individually as Co-
12 Trustees of the Walker Jr. Living Trust; FREDERICK and LORI PONCE, individually; GALEN
13 and MARIA DAVID, individually; GARY HIRSCHKRON, Trustee of the Gary Hirschcron
14 Revocable Trust; GARY L. WOLFE, SUCCESSOR Trustee of the Carolyn M. Tastad Revocable
15 Trust; GARY and TERRI MCCASKILL, individually as Trustees of the Mccaskill Family Trust;
16 GARY SPEEDS and LISA R. KIRBY, individually as Trustees of the Gary Speeds and Lisa
17 Kirby Family Trust; GELB ENTERPRISES; GEORGE and PAMELA ZELLER, individually;
18 GEORGE and ROXANNE PELT, individually; GEORGE HERNANDEZ; GEORGE
19 LAWHEAD, Trustee of the George and Carole Lawhead Revocable Trust; GIRL SCOUTS OF
20 CALIFORNIA'S CENTRAL COAST; GLENN and LORI AHLBERG, individually; GORDON
21 and PATRICIA BLACK, individually; GRALAR, LLC; GRAYDON and HELEN HARRAH,
22 individually; GREGORY and MICHELE HAMMED, individually; GREGORY CAVETTE;
23 GREGORY GRANT and MARY KING, individually; HANS and ANNIKA GRUENN,
24 individually; HENDRIKA MARIA VON HECHT; HENRY and GENEVA OLIVA, individually;
25 HENRY and LESLIE SOHM, individually; HOWARD and IRENE HOOS, individually; HUGH
26 and LINDSAY THOMSON, individually; INTELL VENTURA, LLC; IRMA TRACY; JACKIE
27 M. SPRINGER, Trustee of the Jackie M. and Lanie Jo Springer Trust; JAMES and ANDREA
28 PENDLETON, individually; JAMES and GAYLE DAVID, individually; JAMES and STACI

1 VALENCIA, individually; JAMES and SUE MILLS, individually; JAMES and TRISHA
2 PROUD, individually; JAMES and ZELDA CARR, individually; JAMES PECK; JAMES I. PIO,
3 Trustee of the James I. Pio Trust; JAN M. HIESTER, Trustee of the Jan M. Hiester 2014 Living
4 Trust; JANE E. HANCHETT, Trustee of the Hanchett Family Trust; JANE SPILLER, Trustee of
5 the Jane Spiller Trust; JANET LEWIS, Trustee of the Janet T. Lewis Family Trust; JANET
6 PECK, Trustee of the Janet Lee Peck Living Trust; JEANNETTE CURTIS; JEFFREY E.
7 FRANK, Trustee of the Frank Trust; JEFFREY TUBBS and LYNN DUBOWY DURAN,
8 individually; JENNIE SCOTT, Trustee of the Jennie Scott Family Trust; JENNIFER WARE and
9 JAMIE SELBY, individually; JEREMY AUGUST and ICOLE MARIE FERRO, individually;
10 JESSE WADSWORTH and SUSAN HYNDS, individually; JESUS CORNEJO and IDANIA
11 YUDITH CORNEJO, individually; JOAN KENTON, Trustee of the Joan Kenton Living Trust;
12 JOANNA POPE; JODY CALLEGARI; JOEL HERNANDEZ; JOHANNA COLLINS; JOHN
13 and LISA DILLARD, individually; JOHN and MARI ALLEN, individually; JOHN and NANCY
14 BEVANS, individually; JOHN and NILA VENTRESS, individually; JOHN EDWARD and
15 EVONNE LOUISE VACCA, individually; JOHN GUTIERREZ; JOHN MAZZOLA and APRIL
16 GOLDEN, individually; JOHN TAFT CORPORATION; JON HANSON; JONATHAN and
17 JACQUELINE PARKER, individually; JONATHAN and JULIE TEICHERT, individually;
18 JOSE JUAREZ and ANA VALENCIA, individually; JOSE VALADEZ and NORMA
19 HERNANDEZ, individually; JOSEPH PALMOUSOS as Trustee of the Joseph Constantinos
20 Palmoutsos Living Trust; JOSEPH POLITO, Trustee of the Joseph R Polito 1989 Trust;
21 JOSHUA ANTELMAN; JOYCE FRENETTE; JUAN ESPINOZA and TRAVIS COKER,
22 individually; JUANA and HENRY MURILLO; individually; JUNE M. SPAR, Trustee of the
23 June M. Spar Living Trust; JUSTIN and RACHAEL JAYNE, individually; KAREN
24 MENDOZA, Trustee of the Vork Family Trust; KATHERINE PATTON and VIRGINIA
25 MCCONNELL, individually; KATHLEEN TURNER and ELIZABETH RENN, individually;
26 KAY BURNS; KEN COLLIN; KENNETH and MARIA BAKER, individually; KENNETH S.
27 COLLINS, Trustee of the Frank R. Walker, Jr. Trust; KENT and PATRICIA HARDLEY,
28 individually; KEVIN K. COX and MARY C. COX, individually as Trustees of the Cox Family

1 Trust; KIM JIRKA, Trustee of the Kim Jirka Trust; KONSTANTIN DEMIDOV; KYLE
2 BROWN; LANCE and DONELLE WOLESAGLE, individually; LARRY and CECILIA
3 HICKOK, LARRY HUBENTHAL, individually and as Trustee of the Larry Hubenthal Living
4 Trust; individually; LASZLO and SHARON BIHARI, individually; LASZLO ENGELMAN,
5 Trustee of the Engelman Family Trust; LAUGHING DOG RANCH, LLC; LAVERNE M.
6 BROWNING; LAWRENCE and RACHEL CLEVENSON, individually; LEON and CECELIA
7 CARTER, individually; LEONARD FISCHER; LORENZO GAMA and YLDA CISNERO,
8 individually; LORETTA MAY WILLIAMS, aka LORETTA MAY BLACKBURN, Trustee of
9 the Loretta May Williams Revocable Living Trust; LUCILLE JANE CONFORTI and
10 RANDALL NORMAN KIRK, individually as Co-Trustees of the "Lucille Jane Conforti Trust";
11 LYNN and ANN HENNE, individually; LYNN GOTCH and LINDA OLIVER, individually;
12 MANUEL and SANDY GARCIA, individually; MARILYN WALLACE, Trustee of the
13 MARILYN Wallace Separate Property Trust; MARIO AGUIRRE and PATRICE VERNAND,
14 individually; MARK and MEGAN STEFFY, individually; MARK ANTHONY and KIM MARIE
15 CRANE, individually; MARK ROBBINS, Trustee of the MARK ROBBINS Trust; MARK
16 THOMPSON; MARTIN and DARIAN O'BRIEN, individually; MARTIN and LINDA
17 GRAMCKOW, individually; MARTIN GRAMCKOW, Trustee of the Monika G. Huss
18 Irrevocable Trust, Trustee of the Karin W. Gramckow Irrevocable Trust, Trustee of the Kurt J.
19 Gramckow Irrevocable Trust; MARVEL PIERCE; MARYANN HEPP HILL, Trustee of the Hill
20 Family Trust; MARY BERGEN, Trustee of the Rosemary Hall Bergen Trust; MARY
21 MORRISON; MARY WALKART and WILLIAM HASTINGS, individually; MATILJA
22 CANYON ALLIANCE; MATTHEW and CLAUDIA WILSON, individually; MATTHEW
23 ARREOLA; MATTHEW BOWE; MATTHEW DWYER and COLLEEN WALKER,
24 individually; MATTHEW LARREW and JORDANA KABAN, individually; MATTHEW
25 SIMON and AMANDA VINO, individually; MICHAEL and CAROL DAVIS, individually;
26 MICHAEL and CINDY BOEHM, individually; MICHAEL and HANNALORE GRESSER,
27 individually; MICHAEL and KATHY OGDEN, individually; MICHAEL and KIM REGAN,
28 individually; MICHAEL and MARIE MCTAVISH, individually; MICHAEL and PATRICIA

1 MCWEENEY, individually; MICHAEL COGGINS JR. and CYNTHIA COGGINS, individually;
2 MICHAEL GREYNALD, Trustee of the Greynald Family Trust; MICHAEL L. ROCKHOLD,
3 Trustee of the Michael Rockhold Trust; MICHAEL TELLO; MICHELE WILLIS and
4 JOHANNA COLLINS, individually; MIGUEL A. MAYORGA, Trustee of the Edward R.
5 Mayorga Living Trust; MITCHAEAL and RUBEENA BREESE, individually; MITCHELL and
6 ANA YOUNT, individually; MITCHELL and JOY DALBEY, individually; MITCHELL and
7 LISA MYERS, individually; NANCY MOORE, Trustee of the Nancy Anne Moore Separate
8 Property Trust; NIKOLAS and JULIA KRANKL, individually; OFFSHORE CRANE, INC.;
9 OFFSHORE CRANE and SERVICE COMPANY, INC.; OFFSHORE FACILITIES; OJAI
10 VALLEY CONSERVANCY; ORVILLE and MARION HERNVALL, individually; ORVILLE
11 and PAMELA HIBDON, individually; OSWALDO and NORMA RUIZ, individually; PACIFIC
12 TELEPHONE AND TELEGRAPH COMPANY; PAMELA WOOD; PATRIC and MARGARET
13 PEAKE, individually; PATRICIA and EDWARD LANSBERG, individually; PATRICIA
14 CUENOT; PATRICK and CATHY PAGNUSAT, individually; PAUL and ANGELA BOOTH,
15 individually; PAUL and ASHLEY RAMSEY, individually; PAUL and MARIA LOZANO,
16 individually; PAUL and MARTHA MEDLAR, individually; PAUL and OPAL SKAGGS,
17 individually; PETER and KELLI FREIBERG, individually; PETER and ROBIN SHEDLOSKY,
18 individually; PETER BROOKS and CARLA BROOKS, individually and as Trustees of the
19 Escoda Brooks Family Trust; PETER CAMBIER, Trustee of the Peter and Marilyn Cambier
20 Trust; PETER SCHEY, LLC; PEUVLIN VONG; PHILIP and DELIA SMITH, individually;
21 PHILIP FERRANTE JR. and NICOLE AVERSA-FERRANTE, individually; PHILIPPE
22 ROUSSEAU and KIMBERLY SHOBE, individually; PHYLLIS COURTNEY; RAFAEL
23 HERNANDEZ; RAMONA L. ANDREW, Trustee of the Ramona L. Andrews Trust; RANCHO
24 ARNAZ, LLC; RANCHO CASITAS, LLC; RANCHO SUENO, LLC; RAY and CAROLINA
25 GUILLEN, individually; RAYMOND and ANNETTE WEST, individually; RICHARD and
26 LAURA MANCILLA, individually; RICHARD and ALEXANDRA DUBEAU, individually;
27 RICHARD and CYNTHIA ROBINETT, individually; RICHARD BOLTON; RICHARD
28 MATHIEU and CLAUDIA HERRERA MATHIEU, individually; RICHARD MICHAEL and

1 MARGARET KENNY, individually; RICHARD WILES and PEGGY CAREY, individually;
2 ROBERT ALAN and STACEY JEAN BOYD, individually; ROBERT and CAROLYN
3 JARBOE, individually; ROBERT and JUDITH CLARK, individually; ROBERT and NICKEY
4 GREGORY, individually; ROBERT and PATRICIA MCFALL, individually; ROBERT and
5 SUSAN BENNITT, individually; ROBERT and ANNA J. AURIC, individually as Trustees of
6 the Auric Revocable Trust of 1999; ROBERT LEVIN and LISA SOLINAS, individually;
7 ROBERT MARK and LORRAINE MELISA LOVATO, individually; ROBERT OCONNOR;
8 ROBERT PETRIN and BEATE SCHICKERLING, individually; ROBERT L. STONE, Trustee
9 of the Robert L. Stone Revocable Living Trust; ROBERT S. YOUNG, Trustee of the Young
10 Trust; RONALD and JANIS CALKINS, individually; RONALD KAPLAN and CYNTHIA
11 DANIELS, individually; RUDOLPH and CAROL SALDAMANDO, individually; RUSSELL
12 JAMES HALL, Trustee of the Russell James Hall Family Trust; SAM and DEBBIE TUCKER,
13 individually; SCOTT ALAN and EVA PRINCE WEISS, individually; SCOTT and AKI
14 FRESHMAN, individually; SCOTT and BERNADETTE KING, individually; SCOTT and
15 SARAH MCKAY, individually; SCOTT GREGORY EROCKSON and HANNAH BETH
16 GUZIK, individually; SCOTT R. JOHNSON and MARGARET BATES, individually; SERAFIN
17 CALDERON and BLANCA ORTIZ; individually; SHANE and AMY WATKINS, individually;
18 SHANE NASH; SHARON and BRUCE SPENCER, individually; SHARON BROWN, Trustee
19 of the Sharon Brown Living Trust; SHAUN and DAISY GARMAN, individually; SHIRLEY M.
20 PALMER, Trustee of the Shirley Palmer Revocable Trust; SKYNEST, LLC; SOCIETE
21 D'INVESTISSEMENT IMMOBILIERS ET FINANCIERS FRANCO-ALLEMAND, a French
22 corporation; STANLEY STEPHEN ROSLANSKY and LINDA ROSLANSKY, individually as
23 Trustees of the Roslansky Family Trust; STEPHEN and CARIN KALLY, individually;
24 STEPHEN and CINDY BARRACK, individually; STEPHEN CARR and DEBRA GILL,
25 individually; STEPHEN M. JOHNSON, Trustee of the Stephen M. Johnson Living Trust;
26 STEPHEN SANFORD; STEPHEN ZANE FRASER; STUART and NANCY RUPP,
27 individually; SUDARSHAN GAUTAM; SUSAN GARY; SUSAN M. RALPH, Trustee of the
28 Ralph Trust; SUSAN YARNELL; SUSHMA GUJRAL; SUZANNE RHODES, Trustee of the

1 Bateman-Rhodes Family Trust; T. SNYDER; TAMARRA BARBEY; TANE CHARLES
2 ARNOLD, individually, and as Trustee of the Tane C. Arnold 2006 Living Trust; TEEN
3 CHALLENGE OF SOUTHERN CALIFORNIA, INC; TERRA CROWLEY; TERRANCE
4 O'CONNOR and KATHY FRANKLIN, individually; TERRIE LONGO; THE BAPTISTE
5 FOUNDATION; THE OJAI VALLEY LAND CONSERVANCY; THEODORE and JUDY
6 LUCAS, individually; THEODORE and NORMA SCHNEIDER, individually; THEODORE and
7 TRACY MANDRYK, individually; THEODORE and PEARL MALOS, individually and as
8 Trustees of the Malos Family Trust; THOMAS and CHRISTINE REED, individually; THOMAS
9 and NIKKI YOUNG, individually; TIMOTHY and NICOLE BECKETT, individually; TOBIAS
10 and TANIA PARKER, individually; TODD HENARD and KIBHI MARIE HENARD,
11 individually; TROPICO, LLC; VICTOR and SHERYL SANCHEZ, individually; VICTORIA
12 and JOHN JUNKIN, individually; VIDA VIDA, Trustee of the VIDA FAMILY Trust; VIJAY
13 and NEETA PATEL, individually; VIRGINIA I. WILLIAMSON, individually and as Trustee of
14 Trust of Virginia I. Williamson; VIRGINIA TREVINO; WALID A. ALAWAR, Trustee of the
15 Walid A. Alawar Living Trust; WARREN HEATH; WILLIAM and CHERYL MEADE,
16 individually; WILLIAM and HELEN PECK, individually; WILLIAM and IRENE SNIVELY,
17 individually; WILLIAM and KIMBRA CARNAGHE, individually; WILLIAM and PAULA
18 STEVENS, individually; WILLIAM LOUGHBORO; WILLIAM STARR; YONG YI; YVETTE
19 MARIE and DANIEL JOSEPH SINOHUI, individually; ZACHARY and DIANE TOTTEN,
20 individually [collectively, "Riparian Landowners"];

21
22 1300 SHIPPEE LANE, LLC; 3584 CALLE MORENO, LLC; AARON and ANGELA
23 HOEKSTRA, individually; ABEL and LOURDES CARRANZA, individually; ACSLAYTON,
24 LLC; ADAM CASEY and BRITTANY CHISUM, individually; ADAM DISTL, JR. and
25 BARBARA B. DISTL, individually as Trustees of the Adam Distl, Jr. And Barbara B. Distl 1998
26 Revocable Trust; ADRIAN OGDEN; AERA ENERGY, LLC; AJR INVESTMENT
27 PARTNERSHIP, LP; ALAN and DEBORAH SHARON, individually; ALAN and LESLIE
28 CONNELL, individually; ALAN and MARY KIRBY, individually; ALAN and SUSAN ECKER,

1 individually; ALAN WALBRIDGE and DOROTHY FAY WALBRIDGE, individually;
2 ALBERTO and ADRIANA MONTANO, individually; ALBERTO and HILDA ZAMORA,
3 individually; ALBINE HOPCUS and ALVA LYDIA HOPCUS, individually as Trustees of the
4 Al and Alva Trust; ALFONSO and ALEJANDRA LIMON, individually; ALLAN and JANIS
5 PARKHURST, individually; ALLAN and KATHARINE PARIGIAN, individually; ALLAN and
6 MARY DOANE, individually; ALLEN VAIL; ALVARO and ELVA RUIZ, individually;
7 ALVIN and CLAUDIA CUNNINGHAM, individually; ANA CROSS, Trustee of the ANA
8 CROSS FAMILY Trust; ANDRE KEUNZLI and FABRIENNE KEUNZLI-MONARD,
9 individually; ANDREW and MELISSA MACCALLA, individually; ANDREW and REBECCA
10 CHANDLER, individually; ANDREW and SHARON ENGEL, individually; ANGELA JAYNE
11 GARDNER and JOHN PERCIVAL MAWSON, individually as Trustees of the Pleasant Avenue
12 Living Trust; ANITA J. DIAZ; ANN H. DONLON, Trustee of the Ann H. Donlon Revocable
13 Trust; ANNA ARCHER; ANNA KIRKWOOD; ANNE and DANIEL GOLDSTEIN,
14 individually; ANSON B. THACHER and ANNE F. THACHER, individually as Trustees of the
15 A. and A. Thacher Living Trust; ANTHONY BECCHIO and DENISE HEIMO, individually;
16 ANTHONY MASIEL; ANTONIO ESPINO and MARIA TORRES, individually; ARNE
17 ANSELM and MICHELLE VELDERRAIN, individually; ARNE ANSELM, Trustee of the
18 Velderrain M. Trust; ASHLEY and VICTORIA EDWARDS, individually; BALDEMAR
19 ALCANTAR and MICAELA ORTIZ ALCANTAR, individually; BARBARA A.
20 FITZGERALD, Trustee of the Fitzgerald 1994 Trust; BARBARA BONSIGNORI; BARBARA
21 CHEN LOWENTHA, Trustee of the 2017 Barbara Kay Chen Lowenthal Revocable Trust;
22 BARBARA HALL, Trustee of the Barbara Hall Living Trust; BARNARD PROPERTIES, LLC;
23 BART KENNEDY; BARTON KENNEDY; BERNARD MARTIN; BETH E. LINDLEY;
24 BETTYANN SESSING; BIG BLACK DOG, LLC; BLAZE BUONPANE; BRADLEY and
25 ANDREA ROE, individually; BRADLEY and IVELOU PANTOSKEY, individually;
26 BRANDON and TRESSA KAHLER, individually; BRANDON and KELSIE SCHNEIDER,
27 individually and as Trustees of the Brandon Schneider and Kelsie Simms-Schneider Family
28 Trust; BREAL and KAREN ROWE, individually; BRENDAN RICHARD and CHRISTA LEE

1 DAWN FREEMAN, individually; BRENT and PAMELA LAMO, individually; BRETT and
2 LYNN WILSON, individually; BRETT CUNNINGHAM; BRETT NICHOLSON and NAN
3 DAVIS, individually; BRIAN and CYNTHIA MCDANIEL, individually; BRIAN and ERIN
4 EDWARDS, individually; BRIAN and JEAN HARRISON, individually; BRIAN and MARIE
5 HAASE, individually; BRIAN and SIOBHAN CALVIN, individually; BRIAN A. SCHAFFELS;
6 BRIAN OSBORNE and KIRSTEN HINRICHS, individually; BRITTANY and ALAN
7 FLETCHER, individually; BRUCE and LESLIE BOUCHE, individually; BRUCE and
8 VIRGINIA HIBBERD, individually; BRUCE C. BROCKMAN and BRIDGET TSAO-
9 BROCKMAN, individually as Trustees of the Tsao Brockman Family Trust; BRYAN and
10 NICOLE CRAWFORD, individually; BULMARO and ALFONSA PENA, individually; BYRON
11 and JENNIFER GREENE, individually; BYRON RADER and MYRA TOTH, individually; CAL
12 B. LAND CO., LLC; CALATLANTIC GROUP INC.; CAMP RAMAH IN CALIFORNIA INC.;
13 CARL and JUDITH BELL, individually; CARL and LEIGH HYNDMAN, individually; CARL
14 GADDIS and ANNA HICKS, individually; CARLA DENNIS, Trustee of the Carla D. Dennis
15 Trust; CARLA MELSON and CARLA J. MELSON, individually as Trustees of the Carla J.
16 Melson Revocable Living Trust; CARMEN and CAROLINA MURILLO, individually; CAROL
17 MARQUEZ-OLSON, Trustee of the Carol Marquez-Olson Trust; CAROL VESECKY, Trustee
18 of the Carol B. Vesecky Revocable Living Trust; CAROLINE TURNER, Trustee of the Turner
19 Survivors Trust; CAROLYN BOWMAN, Trustee of the Carolyn Bowman 2008 Trust;
20 CAROLYN HUIISH; CARYN MOLINELLI; CATHERINE LANCASTER; CATHERINE
21 SELLMAN; CATHERINE SMITH, Trustee of the Catherine L. Smith Revocable Trust; CESAR
22 and DAVIENNE GUERRA, individually; CESAR JIMENEZ and AURA MINERA,
23 individually; CHAARENNE TORRIS and RAYMOND BRADLEY, individually; SOUTHERN
24 CALIFORNIA ASSOCIATION OF SEVENTH DAY ADVENTISTS; CHAD CARPER; CHAD
25 RESS and STEPHANIE WASHBURN, individually; CHAD VICK, Trustee of the Chad C. Vick
26 Trust; CHARLENE VAN DEUSEN; CHARLES and DEANA SHERRY, individually;
27 CHARLES and JO BENNETT, individually; CHARLES G. BARNETT, SUCCESSOR Trustee
28 of the "Barnett Family Exemption Equivalent Trust"; CHARLES L. HOFF and KATHLEEN D.

1 HOFF, Co-Trustees of the Hoff Revocable Trust; CHARLES MONN and ELENA HALE,
2 individually; CHARLES R. RUDD and LOLA L. RUDD, Trustees Under the Charles R. Rudd
3 and Lola L. Rudd Trust; CHRISTIE MATTULL, Trustee of the Christie Lynn Mattull Trust;
4 CHRISTINE and DONALD BOWEN, individually; CHRISTINE GOLDEN; CHRISTOPHER
5 and ANNA RHODA, individually; CHRISTOPHER and GILLIAN BORGESON, individually;
6 CHRISTOPHER and SHELAGH DUKE, individually; CHRISTOPHER CORSONES, Trustee of
7 the Christopher Corsones Living Trust; CHRISTOPHER MCGUIRE; CHRISTOPHER
8 SEWELL; CHRISTOPHER WEINER and DAMIAN BOURGUET, individually; CINDY
9 BURKHART, Trustee of the Cindy Burkhardt Living Trust; CITY OF OJAI; CLAUDIA FARR,
10 Trustee of the Sam S. Farr And Claudia S. Farr Trust; CLAUDIA WUNDERLICH, Trustee of the
11 Claudia A Wunderlich Trust; CLEMENTINE TURNER, Trustee of the Clementine Turner
12 Living Trust; CODY GREEN; CODY STEVENS; CONNIE ANAISE; CONNIE and MARK
13 CLINE, individually as Trustee of the Mark Terry Cline Family Trust; CONSTANCE EATON;
14 CORY and NICHOLAS WINGATE, individually; COUNTY OF VENTURA; CRAIG and
15 STEPHANIE GARDNER, individually; CRAIG YOUNG and DANIEL POLING, individually;
16 CULBERT FAMILY PARTNERSHIP; CURTIS and CHRISTINA TOLMIE, individually;
17 CYNTHIA ELLIS and PAMELA THOMAS, individually; DAJ PROPERTIES, LLC; DAMIAN
18 and LORIE VOS, individually; DAMON and ANNE BRINK, individually; DANIEL and
19 ADAYA WALSH, individually; DANIEL and DEBORAH HOYT, individually; DANIEL and
20 ELIZABETH GEORGE, individually; DANIEL and ELIZABETH MCLAUGHLIN,
21 individually; DANIEL and JANE KELLY, individually; DANIEL and LYDIA RUARK,
22 individually; DANIEL and RALPH FAIRBANKS, individually; DANIEL and TOMICA MORA,
23 individually; DANIEL and YOKO MCSWEENEY, individually; DANIEL CHRYNKO;
24 DANIEL CRANE; DANIEL H. I. and WILLIAM D. MOSES JR., individually as Trustees of the
25 William D. Moses, Jr. Separate Trust No. 1; DANIEL HULTGEN, Trustee of the Hultgen Living
26 Trust; DANNY HAAR and MARISKA DE FEITER, individually; DARRELL RALSTON,
27 Trustee of the Darrell Anthony Ralston 2009 Revocable Trust; DAVE and KATHLEEN
28 TARRATS, individually; DAVID and BEVERLY FULTON, individually; DAVID and CAROL

1 CINTRON, individually; DAVID and DEBORAH TODD, individually; DAVID and DONNA
2 BERGER, individually; DAVID and ELIZABETH SILVA, individually; DAVID and
3 FERESCHTA SINCLAIR, individually; DAVID and KAREN BRUBAKER, individually;
4 DAVID and KATHLEEN OSTBY, individually; DAVID and LAURA MEISCH, individually;
5 DAVID and LAURIE MAHAN, individually; DAVID and MEGHAN SANDOVAL,
6 individually; DAVID and MINDY BENEZRA, individually; DAVID and PEGGY
7 STANWOOD, individually; DAVID and SANDRA MURILLO, individually; DAVID and
8 SHANNON RICHARD, individually; DAVID and SHARRON SPARKS, individually; DAVID
9 and STEPHANIE BERGER, individually; DAVID and TONI JOHNSON, individually; DAVID
10 COREY and JEAN SCHOLE, individually; DAVID E. PRESSEY and AGNES E. PRESSEY,
11 individually as Trustees of the David E. And Agnes E. Pressey Family Trust; DAVID KILLE and
12 SHANNON FREW, individually; DAVID L. GARBER and CYNTHIA GARBER, individually
13 as Trustees of the Garber Trust; DAVID ORBACH and EVA ARAUJO, individually; DAVID
14 STANLEY and MONICA BEDNAR STANLEY, individually; DAWN and BARCLAY HOPE,
15 individually; DE and JACQUE PISCIOTTA, individually; DEAN and GLORIA VADNAIS,
16 individually; DEAN and LORINDA STRONG, individually; DEANNA GONZALES,
17 individually; DEIRDRE LYNDS, individually; DELAVAN C. GARST and SHARON D.
18 GARST, individually as Trustees of the Delavan and Sharon Garst Family Trust; DELL and
19 ANNE MERCER, individually; DELORES and JERRY BERLIN, individually; DENISE
20 WIZMAN, as Trustee of the Denise Wizman Revocable Trust; DENNIS and CHERYL JACOBS,
21 individually; DENNIS and NADINE CORTE, individually; DEREK MEEK; DEVON and
22 JILLIANN COLLINGE, individually; DIANA ENGLE, Trustee of the Diana L Engle Revocable
23 Trust; DIANA PERON, Trustee of the Diana C Peron Living Trust; DIANA SYVERTSON,
24 Trustee of the Diana Syvertson Living Trust; DIANA TRENT, Trustee of the Diana Trent Living
25 Trust; DIANE and WILLIAM CLEGG, individually; DIANNE MCCOURTNEY, Trustee of the
26 Dianne Louise McCourtney Trust; DOLORES KEITH; DOMINIC HABIBI; DONALD and
27 CLARA TENPENNY, individually; DONALD BROSNAC and TWILA CARLSEN,
28 individually; DONALD DAVIS; DONALD G. and SUSAN B. DAVIS, individually as Trustees

1 of the Donald G. And Susan B. Davis Revocable Family Trust of 1997; DONIS MONTOYA JR.
2 and TERESITA MONTOYA, individually; DONNA DEITCH, Trustee of the DONNA E.
3 DEITCH Trust; DONNA EPSTEIN, Trustee of the Epstein Survivors' Trust, Trustee of the
4 Epstein Marital Trust, and Trustee of the Epstein Bypass Trust; DOROTHY and JAMES
5 KEHOE, individually; DORTHEA KECK; DOUGLAS and ANN PARENT, individually;
6 DOUGLAS and CLAUDIA WEBBER, individually; DOUGLAS and ELISABETH VERNAND,
7 individually; DOUGLAS and KATHLEEN LEIGHTON, individually; DOUGLAS and MOIRA
8 VOLPI, individually; DOUGLAS DRAPER; DOUGLAS WASSON, Trustee of the Wasson
9 Trust; DUSTIN BEILKE; ED and LINDA COLBY, individually; EDSON TAFT, Trustee of the
10 Edson B. Taft Revocable Trust; EDWARD and DEBORAH GUERRA, individually; EDWARD
11 and LAURA SAVALA, individually; EDWARD and NANCY DENNIS, individually;
12 EDWARD and NANCY NECKER, individually; EDWARD and ROBERTA WALSH,
13 individually; EDWARD DUNN and JUDITH SHELBY DUNN, individually; EDWARD
14 PRESSEY; EDWIN NORRIS PROCTER, Trustee of the "E. Norris Procter Living Trust";
15 EILAM BYLE, Trustee of the Eilam Byle Living Trust; EILEEN STERLING, Trustee of the
16 Eileen M. Sterling Revocable Trust; EILEEN WALKER; EL SERENO 1225, LLC; ELAIENE
17 KEELEY, Trustee of the Elaiene Keeley Trust; ELAINE FERGUSON; ELI and JESSICA
18 NEIDERHISER; ELIA ALDAPA; ELIZABETH BAUER, Trustee of the Elizabeth A Bauer
19 Trust; ELLEN LEOPOLD; ELMER and JOAN SWIFT; EMILY BENSON and LISA MARTEL,
20 individually; EMILY CLAY and MATTHEW GOODMAN, individually; ERBAY and VELDA
21 GARCIA, individually; ERIC and ARLENE SCHWERDTFEGER, individually; ERIC and
22 JOLENE HARRINGTON, individually; ERIC BUSH and CRAIG YOUNG, individually; ERIC
23 DILKS, Trustee of the Eric M. Dilks 2004 Revocable Trust; ERIC GOODE; ERIC MOORE;
24 ERIC ROSENBERG; ERNEST and DOROTHY NICHOLS, individually; ERNEST
25 THORNSBERRY, Trustee of the Ernest Thornsberry Revocable Trust; ESPERANZA and
26 SANDRA GUERRERO, individually; EUGENIJUS VALIULIS, Trustee of the Eugenijus
27 Valiulis Revocable Living Trust; EUSEBIO and LORI NAVARRO, individually; EVELYN
28 BARAN, Trustee of the Evelyn F Baran Personal Residence Trust; EZEQUIEL and AMBER

1 MONARREZ, individually; FELIX and DELMY GARCIA, individually; FERNANDO
2 PORRAS; FEROZ and MONA ZAIDI, individually; FINCH FARMS, LLC; MEREWETHER
3 JUDSON, LLC; FLOYD and CHARLENE FITZGERALD, individually; FLOYD EUGENE
4 WIANCKO and HIROKO WIANCKO, Trustees of the Wiancko Family Trust; FOREST HOME,
5 INC.; FORTUNE REAL ESTATE 888, LLC; FRANCIS and SHAUNA LONGSTAFF,
6 individually; FRANCISCO and ANGELICA VALLES, individually; FRANK and LILA
7 SHELSTREN, individually; FRANK C. URIAS and EVANGELINE S. URIAS, individually as
8 Trustees of the Urias Family Trust; FRANK CHAROLLA; FRANK EDWARD SHELSTREN,
9 JR., aka FRANK E. SHELSTREN and RITA CHERYL SHELSTREM, individually as Trustees of
10 the Shelstren Family Trust; FRED and CARINE FISHER, individually; FRED and DONNA
11 STEVENS, individually; FRED KRAMER and MICHAELA WATKINS, individually;
12 FREDERIC DEVAULT; FREDERICK and LAURA FULMER, individually; FREDERICK
13 SLOMAN and NORDI HINTZE, individually; FREDRICK and ROXANNE BAKER,
14 individually; FUTURE MHPS, LLC; GABRIEL and MARGARITA MENDOZA, individually;
15 GALE and BERNABE GAONA JR., individually; GARY and CHARI PETROWSKI,
16 individually; GARY and COLLEEN FRY, individually; GARY and JOLENE CLARKE,
17 individually; GARY and JUDITH STEVER, individually; GARY and PATRICIA TUCKER,
18 individually; GARY and TERESA DOWNARD, individually; GENE and PATTY SAITO,
19 individually; GENNEVA MASCHLER and RICHARD YACIUK, individually; GEOFFREY and
20 PAULA CLARKE, individually; GEOFFREY BROWN and STEPHANIE GIBSON,
21 individually; GEORGE and LINDA BOSTON, individually; GEORGE and LYNN MALONE,
22 individually; GEORGE and MARGARET MELTON, individually; GEORGE and SIGRID
23 BRESSLER, individually; GEORGE STUART; GERALD and DARLENE CARLSON,
24 individually; GERARD LINSMEIER; GERBEN and JILL HOEKSMAS, individually; GINO
25 LYNCH; GLENN MYERS, Trustee of the Glenn C. Myers Family Trust; GORDON and TERRY
26 HANUSEK, individually; GORDON GIBBONS, Trustee of the Gordon R. Gibbons Living Trust;
27 GRANT KEMP; GREG and JULIE TEBO, individually; GREGG and ROSIE DIERICKX,
28 individually; GREGG OLSON, Trustee of the Gregg W. Olson Revocable Trust; GREGORY and

1 KAORI GOLDEN, individually; GREGORY and MARTHA LEPINE, individually; GREGORY
2 and SARAH DELVECCHIO, individually; GREGORY and SUSAN GILBERT, individually;
3 GREGORY and SUSAN IGNACIO, individually; GREGORY and SUZANNE COMBS;
4 GREGORY HERAS and ROZANNE BONAVIDO, individually; GREGORY JOHNSON;
5 GREGORY N. PIMSTONE and LAURYN B. HARRIS, individually as Trustees of the Pimstone
6 Family Trust; GRIFFIN and NICOLE WILLIAMSON, individually; GUDAZ, LLC; GUY and
7 SHERI FLASCH, individually; GUY BRATTON; H and BEVERLY LEARD, individually;
8 HACIENDA LADERA, LLC; HANK and ALANA GARCIA, individually; HANS and EILEEN
9 VAN KOPPEN, individually; HARALD WAGNER; HARLAN KOSSOW; HARRISON HILL
10 and LAUREN WILSON, individually; HARRY and MARILYN LEHR, individually; HARRY
11 JOE; HAYDEN and RAQUEL WHITE, individually; HECTOR and ROCIO TORRES,
12 individually; HEIDI C. KURTZ, Trustee of the Gunild Walsh Seadrift Qprt FBO Heidi C. Kurtz;
13 HELIBERTA VALENCIA; HELP OF OJAI, INC.; HENRY and MOIRA TARMY, individually;
14 HERMANN and GAY THOMSEN, individually; H. H. LEARD and BEVERLY LEARD,
15 individually as Trustees of the Leard Family Trust; HICKEY BROS LAND CO. INC.; HOLLY
16 BASSUK; HOWARD and RUTH MILLER, individually; HOWARD ALTMAN, Trustee of the
17 Gerta Maritz Trust; HOYT TAROLA; IAN and CAROL ATKINSON, individually; IGNACIO
18 and ROSE VEGA, individually; IMELDA MARES, Trustee of the Imelda Mares Trust;
19 INDUSTRIAL VENTURA; INTEGRITAS OJAI, LLC; IRMA CRUZ; IRSHAD and LINDA
20 HAQUE, individually; ISIDRO SANCHEZ; J INVESTMENTS; J MCGLINCHEY; JACK and
21 MARIE KENTON, individually; JACK and SIMONE PATTERSON, individually; JACK and
22 VERA TURBYVILLE, individually; JACOB and ANJA ZIMMERMAN, individually;
23 JACQUELINE DORFMAN, Trustee of the Jacqueline Dorfman Revocable Living Trust;
24 JACQUELINE URBAND; JAKOB and MARIANNE VOS, individually; JAMES and ALISA
25 VARNEY, individually; JAMES and DANIELA CASEY, individually; JAMES and DORI
26 SANDEFER, individually; JAMES and JANET LECROY, individually; JAMES and LAURA
27 FERNANDEZ, individually; JAMES and MARYETTA SANDERS, individually; JAMES and
28 PENNY HARVEY, individually; JAMES and RANDI CATLETT, individually; JAMES and

1 WENDY OSHER, individually; JAMES DATA; JAMES FINLEY, Trustee of the James And M.
2 Reen Finley Family Trust; JAMES FINCH, Trustee of the Finch Family Trust; JAMES J. FINCH
3 and LORRAINE HOLVE FINCH, individually as Trustees of the James J. Finch and Loraine
4 Holve Finch Living Trust; JAMES PAUL FINCH; JAMES KIRK and JACELYN HAYES,
5 individually; JAMES SELMAN, Trustee of the JAMES C. SELMAN REVOCABLE INTER
6 VIVOS Trust; JAMES W. COULTAS and MARGARET COULTAS, Trustees of the James A.
7 And Margaret H. Coultas Intervivos Trust; TERRY COULTAS WILSON; JAMES W.
8 COULTAS Trustee of the Coultas Living Trust; JAN and PRISCILLA GRANADE, individually;
9 JANE MCCORD, Trustee of the Jane Ann Mccord Living Trust; JANET MCGINNIS, Trustee of
10 the Janet Karen Mcginnis Trust; JANICE and JESSE HILLESTAD, individually; JANICE
11 HALL, Trustee of the HALL Trust; JANIS LONG NICHOLAS and JESS E. LONG, individually
12 as Co-Trustees of the Long Family Trust; JASON and JENE LOOMIS, individually; JASON and
13 KATHRYN HEADLEY, individually; JASON and LANA SPEAR, individually; JASON
14 LOOMIS; JASPER and JESSICA JONES, individually; JAYNE PENDERGAST, Trustee of the
15 2014 Jayne E Pendergast Trust; JEFF and CHEREE SIMONS, individually; JEFF and DESIREE
16 WILBY, individually; JEFF MABRY; JEFFERIE SKAGGS and TIMOTHY BUNCE,
17 individually; JEFFREY and DENISE HELM, individually; JEFFREY and DONNA MEYER,
18 individually; JEFFREY and HOLLY LIEBER, individually; JEFFREY JENSON; JEFFREY
19 KENTON, Trustee of the Jeffrey T. Kenton 2004 Revocable Living Trust; JEFFREY S. BACON,
20 Trustee of the Villa Nero Trust; JEFFREY WEINSTEIN; JEFFRY and FIONA POUGHHER,
21 individually; JENNIFER KISTLER, Trustee of the Jennifer L Kistler Trust; JEREMY and
22 BRITTANIA RENNIE, individually; JERI LEONARD; JEROME H. HITTLEMAN and LYNNE
23 M. GOLDFARB, Trustees of the Jerome H. Hittleman And Lynne M. Goldfarb Revocable 2016
24 Trust; JERRY DEAN MINER and GERALDINE ANN MINER, Trustees of the Miner Trust;
25 JESS EARL LONG; JESSIE STRICCHIOLA and ROSEMARY GARRISON, individually as
26 Trustees of the Phoenix Revocable Trust; JESUS and MARIA RAMOS, individually; JILL
27 OLIVARES, Trustee of the Jill Ann Olivares Revocable Living Trust; JIMMY and THERESA
28 RAMIREZ, individually; JLB RANCHO VISTA, LLC; JOAN GEDDES and JOHN SALUPPO,

1 individually; JOAN ROBLES; JOANN BENSON, Trustee of the Joann Alva Benson Revocable
2 Living Trust; JOANNE BARNES, Trustee of the Barnes Family Trust; JOEL FOX and
3 JENNIFER DAY, individually; JOEL VUYLSTEKE, Trustee of the Country Club Trust;
4 JOHANNA RAE LONG; JOHN and A. ELROD, individually; JOHN and ALITEA
5 MARUSZEWSKI, individually; JOHN and CRYSTAL PEAKES, individually; JOHN and
6 JANIS NICHOLAS, individually; JOHN and LUCILLE ELROD, individually; JOHN and
7 MONICA HARTMANN, individually; JOHN and NORMA CURTIS, individually; JOHN and
8 PARRIS COLLINS, individually; JOHN and PATRICIA ESSICK, individually; JOHN and
9 TONYA PERALTA, individually; JOHN and VICTORIA BORTOLUSSI, individually; JOHN
10 BATTEL, Trustee of the John J Battel Living Trust; JOHN BROOMFIELD, Trustee of the John
11 Nicholas Broomfield Trust; JOHN F. JOHNSTON and KATHERINE M. JOHNSTON,
12 individually as Trustees of the John Fraser Johnston Family Trust; JOHN HAIGH, JR.; JOHN
13 KERTIS; JOHN MUTLOW; JOHN PACE, Trustee of the John Brice Pace Family Trust; JOHN
14 RICHARDSON; JOHN VINEYARD; JOHN WARNER and JENNIFER DUNN, individually;
15 JOHN WILLINGHAM; JOHN WINSPEAR; JOHN YOUNG; JONATHAN WONG and JAN
16 KOMURA, individually; JOSE and IMELDA HURTADO, individually; JOSE and LISA
17 MENDEZ, individually; JOSE ARREOLA JR. and PAOLA CARRENO, individually; JOSE
18 OLVERA and ALMA VALENCIANO, individually; JOSEPH and DRENDA PLEDGER,
19 individually; JOSEPH LYNN and ELVIRA LILLY BARTHELEMY, individually and Trustees
20 of the Joseph Lynn Barthelemy and Elvira Lilly Barthelemy 2002 Family Trust; JOSEPH and
21 KATHLEEN LASALLE, individually; JOSEPH and MICHELLE HARWELL, individually;
22 JOSEPH and NINA NEULIGHT, individually; JOSEPH and SHIRLEY GHOLSON,
23 individually; JOSEPH LAM; JOSEPH RANDALL, Trustee of the Joseph Darden Randall
24 Revocable Trust; JOSEPH RESEIGH; JOSEPH TOOKER; JOSHUA and JENNIFER
25 GOLDSTEIN, individually; JOSHUA MOREAU; JOYCE and FRANK PATOTA, individually;
26 JUAN and GLORIA ESTRADA, individually; JUAN and MARIA MARTINEZ, individually;
27 JUDITH REICHMAN and HAROLD BROWN, individually; JULIANNE BLOOMER and
28 PHILIP RABE, individually; JULIE CENTENO; JULIO LUNA and DEBBIE LUN, individually;

1 JUNE SEARS, Trustee of the June Katherine Sears Living Trust; JUPETO PROPERTIES, LLC;
2 KAC LLC; KAREN L. HANSON and LAWRENCE S. HANSON, Trustees of the Hanson L.S.
3 Revocable Living Trust; KAREN PHIPPS, Trustee of the Phipps Family Trust; KARIN DRON,
4 Trustee of the Boyd S. Dron and Karin K. Dron Joint Living Trust; KARIN L. JAMES, Trustee
5 of the James Family Trust; KARL and BEVERLEY MALLETT, individually; KATHARINE
6 and JOHN BROESAMLE, individually; KATHLEEN and ADAM MORRISON, individually;
7 KATHLEEN and THOMAS GERMAN, individually; KATHLEEN BACHELOR; KATHLEEN
8 NOLAN, Trustee of the Kathleen Ann Nolan Revocable 2006 Family Trust; KATHRYN
9 BARTHOLOMEW, Trustee of the Kathryn Oconnor Bartholomew Living Trust; KATHY
10 ALDERMAN; KATZ PINCETL ORCHARD, LLC; KAY DORNBUSCH, Trustee of the
11 Dornbusch Family Living Trust; KEITH and ANAHID JEWETT, individually; KEITH and
12 ROBIN LAWSON, individually; KEITH and VICTORIA NIGHTINGALE, individually;
13 KELLEY and JOHN DYER IV, individually; KELVIN DODD and DEBORAH GOMEZ,
14 individually; KENETT NIESSEN; KENNETH and ANNE BOYDSTON, individually;
15 KENNETH and BRENDA WHITTEKER, individually; KENNETH and CAROL FERGESON,
16 individually; KENNETH and ELIZABETH GRUBER, individually; KENNETH and LAURA
17 BROWN, individually; KENNETH and MICHAEL BALLARD, individually; KENNETH and
18 SARAH VAN DYKE, individually; KENNETH MORGAN; KENNETH VADNAIS; KERN
19 COUNTY; KEVIN and ASLI RUF, individually; KEVIN and JENNIFER WHITE, individually;
20 KEVIN and JOANNE OLSLAND, individually; KEVIN and JODI DUNN, individually;
21 KHALED A. AL-AWAR and SHERYL L. AL-AWAR, individually as Trustees of the K. and S.
22 Al-Awar Family Trust; KIKI LYON, Trustee of the Kiki Lyon Living Trust; KIM HANNA,
23 Trustee of the Hanna Family Trust; KRISTAN ALTIMUS; KURT and DAYNA
24 ROGGENSTROH, individually; KURT and LUISA NEHER, individually; KURT PATRICK
25 ZIERHUT and STEPHANIE LEE ZIERHUT, Co-Trustees of the Living Trust of Kurt Patrick
26 Zierhut and Stephanie Lee Zierhut; LANSRING, LP; LARRY and JOYCE HEATH,
27 individually; LARRY DAVIS; LARRY HUBENTHAL, Trustee of the Larry Hubenthal Living
28 Trust; LARRY NEFF, Trustee of the Larry Neff Trust; LAS ENCINAS MOBILE HOME PARK;

1 LAURA B. PECK and ANDREW D. VILES, individually as Trustees of the William L. and
2 LAURA B. PECK Trust - Marital Trust; LAURA GREEN, Trustee of the Green Survivors Trust;
3 LAURIE JOHNSON, Trustee of the Laurie A. Johnson Living Trust; LAURIE SMITH;
4 LAWRENCE and SHARON MCMILLAN, individually; LAWRENCE I and PATRICIA A.
5 HARTMANN, individually as Trustees of the Larry and Pat Hartmann Family Trust; LEE and
6 JANET CASSEL, individually; LEE FITZGERALD, Trustee of the Lee I Fitzgerald 2007
7 Revocable Living Trust; LEE LEBECK; LEE ROSENBAUM, Trustee of the Chief Cornerstone
8 Trust; LEON and CAROLINE PAHLE, individually; LEONARD PETITT and KAY ROLFE,
9 individually; LESLEE and TERRY GUSTAFSON, individually; LESLIE MCCLEARY;
10 LESTER L. and LINDA L. BARBEE, individually as Trustees of the Lester L. Barbee and Linda
11 L. Barbee Joint Revocable Living Trust; LIANA HARP and NATHAN JONES, individually;
12 LILIAN RUVALCABA; LINDA CHAPMAN, Trustee Linda of the Jean Chapman Living Trust;
13 LINDA GRIFFIN; LINDA MCLAUGHLIN, Trustee of the Linda Landrieu McLaughlin Living
14 Trust; LINDA OLIVER, Trustee of the Linda A Oliver 2005 Revocable Living Trust; LIPKA
15 RICHARD, Trustee of the Lorraine Trust; LISA LOPEZ and BRIAN MERRILL, individually;
16 LISA SMITH and NATHANIEL COX, individually; LLOYD SMITH; LOGAN and MISTY
17 HAGEGE, individually; LOGAN and TIFFANY GOULD, individually; LOIS STONE
18 ERBURU, as Trustee of the Surviving Spouse's Trust Created in the Robert and Lois Erburu
19 Living Trust; LON and MARGARETA KIRKGAARD, individually; LONGHORN LANE, LLC;
20 LORENE CLEARY; LORI SCHLOREDT; LOU and BARTON MATTHEWS, individually;
21 LOUIS GUTIERREZ, JR. and IRENE GUTIERREZ, individually; LOUIS PRICE; LOUISE and
22 GARY CULVER, individually; LOUISE KONSTANZER, Trustee of the Ron and Louise
23 Konstanzer Family Trust; LOUISE TINDLE, SOLE Trustee of the "Bypass Trust" Created Under
24 The Tindle Trust; LUIS HERRERA and KIMBERLY OYAMA, individually; LUPE MILNER,
25 Trustee of the Lupe Milner Family Trust; LYDIA JIMENEZ; LYLE and CECILIA
26 HALLBLOM, individually; LYNDON HEBENSTREIT; LYNN COLEMAN; LYNN PIKE,
27 Trustee of the Lynn 2016 Trust; LYSIANE WALLIS; M. SNYDER; MALCOLM and BRENDA
28 KNIGHT, individually; MALCOLM and KELLEY MCDOWELL, individually; MANDY

1 MACALUSO, Trustee of the Living Trust of Mandy Macaluso; MANUEL ALMEIDA and
2 KEVIN BAGLEY, individually; MARCUS and AMY HUEPPE, individually; MARCUS and
3 EVA KETTLES, individually; MARGARET M. ALDRICH, Trustee of the Russell F. Aldrich
4 and Margaret M. Aldrich “Decedent’s Trust,” and Trustee of the Russell F. Aldrich and Margaret
5 M. Aldrich Living Trust; MARGO KELLY, Trustee of the Kelly Trust; MARIA BLASCO;
6 MARIA COLLINS; MARIE W. WALLACE, Trustee of the Marie Weismiller Wallace Separate
7 Property Trust; MARIKA ZOLL; MARILYN SWEENEY, Trustee of the Marilyn Sweeney
8 Revocable Living Trust; MARIO and SHAWN REYES, individually; MARION and BETTY
9 EARNEST, individually; MARK and COLLEEN RUSIN, individually; MARK and CONNIE
10 CLINE, individually; MARK and HELEN MOSKOVITZ, individually; MARK and MARCIA
11 ALBERTSEN, individually; MARK BELLINI; MARK W. ETCHART, Trustee of the Mark W.
12 Etchart Separate Property Trust, and Trustee of the Michel A. Etchart Separate Property Trust;
13 MARSHA MACDONALD; MARSHALL and DINA MURPHY, individually; MARTHA FAST,
14 Trustee of the Martha L Fast Living Trust; MARTHA LALIBERTE; MARTHA MORAN;
15 MARTIN and BARBARA POPS, individually; MARTIN and NATALIE EHRLICH,
16 individually; MARTIN and PATRICIA HENDERSON, individually; MARY and THOMAS
17 SNOW, individually; MARY DOWNER, Trustee of the Arthur and Mary Downer Family Trust;
18 MARY L. VOMUND, Trustee of the Mary L. Vomund 1987 Trust; MARY THOMAS, Trustee
19 of the Thomas Survivors Trust; MARY WINGATE, Trustee of the Mary Louise Wingate Trust;
20 MATTAWA and ROND LARUE CLEMENTS, individually; MATTHEW and JUDY FARMER,
21 individually; MATTHEW and KIMBERLY HULTGEN, individually; MAX REED;
22 MAXIMIANO and NORMA ORTIZ, individually; J. MCGLINCHEY; MCNELL CREEK
23 RANCH, A GENERAL PARTNERSHIP; MCNELL PROPERTIES, LLC; MELESIO
24 RAMIREZ; MELISSA VAN SICLEN; MERL and KIM MELSTRAND, individually;
25 MICHAEL and ALLISON SEDLAK, individually; MICHAEL and ANNELL LA BARGE,
26 individually; MICHAEL and BARBARA MCCARTHY, individually; MICHAEL and
27 BERNARD CLARK, individually; MICHAEL and CAROL JACKSON, individually;
28 MICHAEL and DIANNA FARRAR, individually; MICHAEL and HEIDI BRADBURY,

1 individually; MICHAEL and KIMBERLY ROBERTSON, individually; MICHAEL and NANCY
2 KRUMPSCHMIDT, individually; MICHAEL and SHARON WILLIAMS, individually;
3 MICHAEL and SONJA BARRETT, individually; MICHAEL and TERRI IMWALLE,
4 individually; MICHAEL CHAMBLISS; MICHAEL HOOVER, Trustee of the Michael Hoover
5 Living Trust; MICHAEL KELLEY; MICHAEL L. DELAMORE and DEBORAH FINLEY-
6 DELAMORE, individually as Trustees of the Delamore Finley Family Trust; MICHAEL
7 LOMBARDO, Trustee of the Michael Lombardo Living Trust; MICHAEL MARIETTA,
8 individually and as Trustee of the Marietta Separate Property Trust; MICHAEL PRENTICE;
9 MICHAEL PURDY, Trustee of the Purdy Family Revocable Trust; MICHAEL SALEH, Trustee
10 of the Saleh and Lea Saleh 1984 Family Trust; MICHAEL T. MARSHALL and LISA
11 SKYHEART MARSHALL, individually as Trustees of the Marshall Living Trust; MICKY
12 FROELICH; MIGUEL and ELVIA RAMIREZ, individually; MIGUEL ESTRADA; MURELLE
13 STEVENS, Trustee of the Stevens Family Trust; NANCY FERRELL, Trustee of the Nancy A.
14 Ferrell Family Trust; NANCY GRAHAM; NANCY JACKSON, Trustee of the Nancy J. Jackson
15 Living Trust; NATALIA MOORE, Trustee of the Moore Family Trust; NATHAN ALLEN;
16 NATHANIEL and SUZETTE O'GRADY, individually; NATHANIEL TRAUDT and KAREN
17 TRAUDT, individually and as Trustees of the Traudt Family Trust; NEIL and PATRICIA
18 FRIEDRICHSEN, individually; NEIL KREITMAN, Trustee of the Neil Kreitman Living Trust;
19 NICK and MORNA TAMINICH, individually; NICK DAILY; NINA MENCONI; NYE
20 RANCH, LLC; OAK HAVEN, LLC; OAK VIEW SANITARY DISTRICT; KRISHNAMURTI
21 FOUNDATION OF AMERICA; OILFIELD SERVICE and TRUCK CO.; OILFIELD SERVICE
22 and TRUCK, INC.; OJAI ASSEMBLY OF GOD, INC., DBA OJAI'S CHURCH OF THE
23 LIVING CHRIST, INC.; OJAI HOME, LLC; OJAI UNIFIED SCHOOL DISTRICT; OJAI
24 VALLEY ATHLETIC CLUB; OJAI VALLEY LAND CONSERVANCY; OJAI-JACKMAN,
25 LLC; OLE BEHRENDTSEN; OLGA and TRENT JONES, individually; ORIN JR. and KAREN
26 CHAPPELL, individually; ORVILLE HERNVALL, Trustee of Hervnall Orville and Marion
27 Orville Trust; OSCAR and MARY KAAS, individually; OSCAR ACOSTA, Trustee of the
28 Acosta Trust; OST TRUCKS and CRANES; OVIS, LLC; PAMELA GRAU, Trustee of the

1 Pamela Grau Living Trust; PAMELA MELONE, Trustee of the Pamela M. Melone Living Trust;
2 PATRICIA BOAN and ALINA HOFFMAN, individually; PATRICIA BOAN and JOHN
3 HOFFMAN, individually; PATRICIA MARSHALL, Trustee of the Patricia Ann Marshall Trust;
4 PATRICIA MCPHERSON; PATRICIA MCGANN; PATRICIA UNRUHE and ANDREW
5 JARVIS, individually; PATRICK HENDERSON and JESSICA MAHARRY, Trustees of the
6 Maharry Henderson Family Trust; PATRICK TUMAMAIT; PAUL and ALDINE HENNIGAN,
7 individually; PAUL and JANET BAILEY, individually; PAUL and JUNE CLEM, individually;
8 PAUL and KIM ROBIE, individually; PAUL and MAELYN EBERT, individually; PAUL and
9 SALLY CENTENO, individually; PAUL FONTEYN, individually; PAUL HOLAHAN and
10 JULIE GRIST, individually; PAUL LEPIANE and BO BENGTSON, individually; PAULA
11 BROWN, Trustee of the Paula Jean Brown Trust; PAULA LASITER; PAULA MCCULLOUGH,
12 Trustee of the Paula J. McCullough Living Trust; PAULINE MERCADO, Trustee of the Pauline
13 Mercado Revocable Trust; PEDRO CISNEROS; PEDRO TEPESANO; PER and INGE
14 CHRISTIANSEN, individually; PERRY FAMILY, LLC; PETER and LINDA DAPRIX,
15 individually; PETER and NORMA DWORKIS, individually; PETER DUFAU; PETER
16 PASSELL; PETER STRAUSS and RACHEL TICOTIN, individually; PETROCHEM
17 DEVELOPMENT I, LLC; PHILIP and DARYLYN LONG, individually; PHILIP and MARY
18 PIERPONT, individually; PHILIP and ROBERT PIERPONT, individually; PHILIPPE and
19 BETSY CALAND, Trustees of the Philippe M. and Betsy C. Trust; PREPARATORY
20 VILLANOVA; QUINT MORRIS; RACHEL KONDOR and BRIAN SEGEE, individually;
21 RAFAEL and MAGDALENA VILLALPANDO, individually; RAFFI J. MESROBIAN and
22 MYRNA R. MESROBIAN, individually as Trustees of the Mesrobian Family Trust; RAINER
23 BUSCHMANN and JOHN JOHNSTON, individually; RALPH and LYNNE LUNDY,
24 individually; RAMAA MOSLEY; RANDAL R. O'CONNOR, SUCCESSOR Trustee of the Red
25 Clay Trust, and successor Trustee of the Le Cedre Trust; RANJIT SEVAPRAKASAM; RAY
26 HALL, Trustee-in-Trust of the 30 Acre Trust; RAYMOND and ESTHER KARDLY,
27 individually; RAYMOND and EVA LYONS, individually; RAYMOND MAGEE and LINDA
28 TAYLOR, individually; RDK LAND, LLC; REBECCA ADAMS; RED MOUNTAIN LAND

1 and FARMING, LLC; REEVES ORCHARD, LLC; REFUGIO GOMEZ; REX and HEIDI
2 LANNING, individually; REYNOLDS FLEMING; RICARDO GONZALEZ; RICHARD and
3 BILLIE SUMNER, individually; RICHARD and EMILY CARGILL, individually; RICHARD
4 and KATHERINE GODFREY, individually; RICHARD and LEE HARPER, individually;
5 RICHARD and MARILYN KALLAS;, individually RICHARD and NANCY FRANCIS,
6 individually; RICHARD and TERESA TURNER, individually; RICHARD DODSON, Trustee of
7 the Richard E. Dodson 2010 Revocable Trust; RICHARD FRANCIS; RICHARD FREY and
8 WENDY APPLEBY, individually; RICHARD and EMMA KLINE, individually; RICHARD
9 LOWEN; RICHARD MAGANA; RICHARD MCGRATH, Trustee of the Richard K McGrath
10 Living Trust; RICHARD SOJKA; RJPR LTD. PARTNERSHIP; ROBERT and ANAMARIA
11 SCHMID, individually; ROBERT and ANTOINETTE TIVY, individually; ROBERT and
12 DIANA PETROPULOS, individually; ROBERT and DIANNE STONE, individually; ROBERT
13 and DOMINQUE DANIELS, individually; ROBERT and DORA BALITZER, individually;
14 ROBERT and EMILY MARTIN, individually; ROBERT and GAEA CANNADAY,
15 individually; ROBERT and GERALDINE HUNSAKER, individually; ROBERT and
16 JACQUELINE MCDANIEL, individually; ROBERT and JANICE HASTIE, individually;
17 ROBERT and MARILYN SALAS, individually; ROBERT and MAUREEN YOUNG,
18 individually; ROBERT and SHEILA GHEN, individually; ROBERT and SONIA RODARTE,
19 individually; ROBERT and TAUNDR A RODDICK, individually; ROBERT and ANNA J.
20 AURIC, individually as Trustees of the Auric Anna J. Family Trust; ROBERT CALDER DAVIS,
21 JR., Trustee of the Robert Davis Surviving Spouse's Trust, Trustee of the Davis Family Bypass
22 Trust and Trustee of the Davis Family Trust; ROBERT DEKKERS; ROBERT ERICKSON and
23 RONALD WILSON, individually; ROBERT GRASMERE; ROBERT POLIDORI and
24 BRITTANY SANDERS, individually; ROBERTO and MARIA ALONSO, individually;
25 ROCKY MANN; RODERICK and JOYCE GREENE, individually; ROGER and SUSAN
26 DICKENS, individually; ROGER BURKE; ROGER HALEY; Trustee of the Roger and Christina
27 Haley Survivors Trust; ROGER WALKER; ROGERS-COOPER MEMORIAL FOUNDATION;
28 RONALD and BETTE BLUHM, individually; RONALD and JULIA BRUNS, individually;

1 RONALD BLOOD and LINDA JORDAN, individually; RONALD E. NOVAK and LINDA L.
2 LEWIS, individually as Trustees of the Novak Family Trust; RONALD K. FREELAND and
3 DOREEN FREELAND, individually as Trustees or their successors in interest of the Freeland
4 Trust and any amendment; RONALD L.R. HILL and DEBI R. HILL, Trustees of the R&D Hill
5 Family Trust; RONALD VOGT; ROSEMARIE SINGER; ROSEMARY PAYNE, Trustee of the
6 Rosemary Payne Trust; ROSS ANDERSON; ROWLAND A. HILL II and BRENDA M. HILL,
7 individually as Trustees of the Trust dated November 1, 2002; ROY HICKS, Trustee of the Roy
8 and Jacquelyn Hicks Family Trust; RUBEN and MARISA MARTINEZ, individually; RUBEN
9 CHAVEZ; RUBEN MAGANA and JANETTE LUPERCIO, individually; RUDY BAEZ;
10 RUSSEL and LAURA ALFORD, individually; RUSSELL and GOLDEN WILEY, individually;
11 RUSSELL WALDROP, Trustee of the Russell B. Waldrop Living Trust; RYAN and LAUREN
12 NICHOLS, individually; SABINO and NICKI PEREZ, individually; SABRINA VENSKUS,
13 Trustee of the Sabrina Venskus Living Trust; SALLY CRAIN; SALVATORE SCARPATO;
14 SAMUEL and JOANNA SCHINDEL, individually; SAMUEL EATON; SANTA ANA RANCH,
15 INC.; SARAH YOUNG; SAUNIE KREWSON; SCOTT and BRITTANY DENTON,
16 individually; SCOTT and CAROL RASMUSSEN, individually; SCOTT and KEELA ALLISON,
17 individually; SCOTT and MARIA HERTZOG, individually; SCOTT and MICHELE SUPAN;
18 SCOTT CHASSE, Trustee of the Scott Chasse Revocable Living Trust; SCOTT FORSYTH and
19 JOY FEDELE, individually; SCOTT LUNDY, Trustee of the Scott Lundy Trust; SCOTT
20 LUTTENBERGER and NATASHA WILCOX, individually; SCOTTIE MONICAL; SEAN and
21 LESLIE BENNETT, individually; SERAFIN and MARTHA FLORES, individually; SEVAN
22 GERARD; SHAHRAM SHAHROKHFAR and DINA NAVA, individually; SHANKS
23 INVESTMENT GROUP, LLC; SHAWN FULBRIGHT, Trustee of the Shawn Fulbright 2014
24 Revocable Trust; SHAWN REED; SHELL OIL CO.; SHERRICE and JOHN WEECES,
25 individually; SHERRIE DAILY; SHERYL SHUSHAN; SHIPPEE, LLC; SHULL BONSALL,
26 JR., Trustee of the SHULL BONSALL FAMILY Trust; EVANGELINE BONSALL SMITH, a
27 married woman; SIDNEY and JAYNE RICE, individually; STEVEN P. SMITH and LYNN
28 DAVIS-SMITH, individually as Trustees of the Smith Revocable Living Trust; SOUTHERN

1 CALIFORNIA EDISON CO.; SOUTHERN CALIFORNIA ASSOCIATED INVESTORS, LTD.;
2 SPENCER and BAILEY HILL, individually; SRPS, LP; STACY CADENASSO; STANLEY and
3 THERESA WYATT, individually; STANLEY and W HUBBELL, individually; STATE OF
4 CALIFORNIA, DEPARTMENT OF TRANSPORTATION; STEFAN KOZAK and ANA
5 LOPES, individually; STEPHANIE and CHERYL BEAS, individually; STEPHEN MATZKIN,
6 Trustee of the Stephen Matzkin Trust; STEPHEN TURNER, Trustee of the Stephen R. Turner
7 Living Trust; STEVEN and BRENT KANALY, individually; STEVEN and CHRISTINE
8 VAUGHAN, individually; STEVEN and KA RAPHOLZ, individually; STEVEN and KAREN
9 ERICKSON, individually; STEVEN and KRISSELL DUTTER, individually; STEVEN ELLIOT
10 EDELSON, Trustee of the Los Angeles Entertainment Trust; SUMEET BHATIA and MICHAEL
11 MCDONALD, individually; SUMPURAN KHALSA, Trustee of the Sumpuran S. Khalsa Living
12 Trust; SURIA and JOHN GOTTESMAN, individually; SUSAN BEE, Trustee of the John and
13 Susan Bee Family Trust; SUSAN CONLEY, Trustee of the William and Susan Conley Family
14 Trust; SUSAN DILLER, Trustee of the Susan J Diller Trust; SUSAN GARAND; SUSAN
15 GRUBER, individually and as Trustee of the Susan Gruber Living Trust; SUSAN MCCORD-
16 NEUFELD; SUSAN MOLL; SUSAN WEBSTER; SUZANNE HARVEY, individually and as
17 Trustee of the Suzanne G. Harvey Revocable Trust; T BONE HOLDINGS, LLC; TANYA
18 SMITH and MICHAEL MONTANO, individually; TANYA STARCEVICH; TED ROBINSON,
19 Trustee of the Robinson Family Trust; TELOS DEVELOPMENT OJAI, LLC; TERRY
20 WILSON, Trustee of the Terry Coultas Wilson Living Trust; THE OJAI RENTAL, LLC; THE
21 ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, a sole corporation; THEODOR and
22 LORE EXNER, individually; THERESA STARK; THOMAS and CYNTHIA CARVER,
23 individually; THOMAS and NANETTE BENBROOK, individually; THOMAS and JADONA
24 COLLER HARPER, individually; THOMAS JACKSON; THOMAS TAMPLIN and
25 MICHELLE WELLS, individually; THOMAS WALBRIDGE, Trustee of the Thomas C
26 Walbridge Trust; THREE OAKS, LLC; THREE SISTERS ORCHARD, LP; TIMOTHY and
27 CHERYL AUSTIN, individually; TIMOTHY and KATHLEEN MCHUGH, individually;
28 TIMOTHY and KATHRYN MORAN, individually; TIMOTHY and LINDA TURNER,

1 individually; TIMOTHY and MARY WILLIAMSON, individually; TIMOTHY JONES; TODD
2 and CHRISTINA MCGINLEY, individually; TODD RYAN and JESSICA CLICK, individually;
3 TODD TULLETT, Trustee of the Todd Tullett Revocable Living Trust; TOM and NANCY
4 ROLAND, individually; TONY and HEATHER CARLOS, individually; TRACEY and
5 MELANIE BOULTON, individually; TRENT and KRIS GRECO, individually; TYLER and
6 MARIA BARRELL, individually; TYLER LABINE and CARRIE RUSCHEINSKY,
7 individually; ULDINE and FABIEN CASTEL, individually; URIEL and CHIEKO LOPEZ,
8 individually; US NATURAL RESOURCES, INC.; VALLEY OAK CHARTER; VANLAW
9 INVESTMENT CORP.; VENTURA LAND Trust; VENTURA UNIFIED SCHOOL DISTRICT;
10 VICENTE GUZMAN; VICKI DAW; VICKI L. HOLLINGSWORTH, Trustee of the
11 Hollingsworth Trust; VIRGINIA M. MCCARTHY, Trustee of the Virginia M. McCarthy Living
12 Trust; VIRGINIA SIEGFRIED, Trustee of the Virginia A. Siegfried Revocable Trust; VIVIAN
13 ARBER; VIVIENNE MOODY; WALTER and EVELYN GOLIS, individually; WALTER and
14 LINDA BOYSIEWICK, individually; WALTER MCGOWAN, individually and as Trustee of the
15 Walter Robert McGowan 1995 Trust; WANDA and MENIFORD CANTERBERRY,
16 individually; WATERMARK CARP II LLC; WAYNE TATE and JANICE PRIEBE-TATE,
17 individually as Trustees of the Tate Trust, as community property; WEISS INVESTMENT
18 PROPERTIES; WENDY and DAVID CHURCHILL, individually; WERNER and ELVA
19 FISCHER, individually; WESLEY SCOTT and KASEY PERINS, individually; WEST CRAG
20 GLEN SMITH, successor Trustee of the Melissa Irene Elizabeth Smith Irrevocable Special Needs
21 Trust - 1993; WILLI and STEFANIE U. COELER, individually and as Trustees of the W. and S.
22 Coeler Living Trust; WILLIAM and CYNTHIA ANDERSON, individually; WILLIAM and
23 JACQUELINE BOCH, individually; WILLIAM and LORRAINE WALSH, individually;
24 WILLIAM and MELINDA WELCH, individually; WILLIAM and SUSAN LUTHER,
25 individually; WILLIAM B. HART, JR., Trustee of the Constance Eaton Personal Residence
26 Trust; WILLIAM BAILEY, Trustee of the William F. Bailey Living Trust; WILLIAM
27 BROTHERS, Trustee of the William C. Brothers Living Trust; WILLIAM ERICKSON;
28 WILLIAM F. NEWTON and CHARLOTTE R. NEWTON, individually as Trustees of the

1 NEWTON FAMILY Trust; WILLIAM GILBRETH, Trustee of the William J. Gilbreth Trust;
2 WILLIAM HAWKSWORTH; WILLIAM LOWES; WILLIAM L. REYNOLDS; WILLIAM
3 WHITE, Trustee of the William C. White Trust; WILLIAM WHORF; WILMETTA DAVIS;
4 WINFRIED and CAROL BOERSCH, individually; WYNN JOHNSON and LISA AYALA
5 JOHNSON, individually; YAN and ALILI COMMENT, individually; YARROW and
6 CAROLINE CHENEY, individually; YITZHAK and SMADAR ORLANS, individually; YVON
7 and MALINDA CHOUINARD, individually; ZOBEIDA OLSON [collectively “Riparian and
8 Overlying Landowners”];

9
10 ALL PERSONS WHO OWN AN INTEREST IN LAND ADJACENT TO THE VENTURA
11 RIVER OR ITS TRIBUTARIES OR IN LAND OVERLYING THE VENTURA RIVER
12 WATERSHED’S GROUNDWATER BASINS AND CLAIM AN INTEREST TO DIVERT,
13 PUMP, EXTRACT OR STORE GROUNDWATER FROM, UNDER OR ON THAT LAND
14 [collectively “Interested Persons”]

15
16 and ROES 1-1,000,
17 collectively, Cross-Defendants.

1 4. Cross-Defendant AGR Breeding, Inc. (“AGR”) is a California corporation
2 organized and existing under the laws of the State of Colorado and doing business in Ventura
3 County. City is informed and believes that AGR operates wells and/or diversions which extract
4 surface and/or subsurface water from San Antonio Creek.

5 5. Cross-Defendant Asquith Family Limited Partnership, Ltd. (“Asquith Family”) is
6 a California Corporation organized and existing under the laws of the State of California and
7 doing business in Ventura County. City is informed and believes that Asquith Family operates
8 well(s) which extract water from the Ojai Valley Groundwater Basin.

9 6. Cross-Defendant Troy Becker (“Becker”) is an individual. City is informed and
10 believes that Becker operates well(s) which extract water from the Ojai Valley Groundwater
11 Basin.

12 7. Cross-Defendant Bentley Family Limited Partnership (“Bentley”) is a California
13 corporation registered in Delaware and does business in Ventura County. City is informed and
14 believes that Bentley operates well(s) which extract water from the Ojai Valley Groundwater
15 Basin.

16 8. Cross-Defendant Robin Bernhof (“Bernhof”) is an individual. City is informed
17 and believes that Bernhof operates well(s) which extract water from the Ojai Valley
18 Groundwater Basin.

19 9. Cross-Defendant Dwayne Boccali (“Boccali”) is an individual. City is informed
20 and believes that Bernhof operates well(s) which extract water from the Ojai Valley
21 Groundwater Basin.

22 10. Cross-Defendant Janet Boulton (“J. Boulton”) is an individual. City is informed
23 and believes that J. Boulton operates well(s) which extract water from the Ojai Valley
24 Groundwater Basin.

25 11. Cross-Defendant Michael Boulton (“M. Boulton”) is an individual. City is
26 informed and believes that M. Boulton operates well(s) which extract water from the Ojai Valley
27 Groundwater Basin.

28

1 12. Cross-Defendant Dwayne Bower (“Bower”) is an individual. City is informed and
2 believes that Bower operates well(s) which extract water from the Ojai Valley Groundwater
3 Basin.

4 13. Cross-Defendant Burgess Ranch (“Burgess”) is a California corporation organized
5 and existing under the laws of the State of Colorado and doing business in Ventura County. City
6 is informed and believes that Burgess operates well(s) which extract water from the Ojai Valley
7 Groundwater Basin.

8 14. Cross-Defendant Michael Caldwell (“Caldwell”) is an individual. City is informed
9 and believes that Caldwell operates wells and/or diversions which extract surface and/or
10 subsurface water from the Upper Ventura River.

11 15. Cross-Defendant Casitas Municipal Water District (“Casitas”) is a California
12 special district organized and existing under the laws of the State of California and located in
13 Ventura County. City is informed and believes that Casitas obtains water from Lake Casitas
14 which contains natural flows from Coyote and Santa Ana Creeks and Ventura River diversions
15 transported to the lake via the 5.4-mile Robles Canal from the Robles Diversion and Fish Passage
16 Facility. City is informed and believes that in 2017, Casitas acquired Golden State Water
17 Company (“Golden State”), a California corporation previously organized and existing under the
18 laws of the State of California and doing business in Ventura County. Golden State was a public
19 utility regulated by the California Public Utilities Commission. City is informed and believes that
20 Golden State operated and that Casitas now operates wells that extract water from the Ojai Valley
21 Groundwater Basin, affecting outflows from the Ojai Valley Groundwater Basin to a tributary of
22 the Ventura River.

23 16. Cross-Defendant Casitas Mutual Water Company (“CMWC”) is a California
24 corporation organized and existing under the laws of the State of California and doing business as
25 a mutual water company in Ventura County. City is informed and believes that CMWC operates
26 wells that extract water from the Upper Ventura River Groundwater Basin, affecting outflows
27 from that basin to Watershed.

28

1 17. Cross-Defendant Charles Cho (“Cho”) is an individual. City is informed and
2 believes that Cho operates well(s) which extract water from the Ojai Valley Groundwater Basin.

3 18. Cross-Defendant Joe Clark (“J. Clark”) is an individual. City is informed and
4 believes that J. Clark operates well(s) which extract water from the Ojai Valley Groundwater
5 Basin.

6 19. Cross-Defendant Kevin Clark (“K. Clark”) is an individual. City is informed and
7 believes that K. Clark operates well(s) which extract water from the Ojai Valley Groundwater
8 Basin.

9 20. Cross-Defendant Lisa Clark (“L. Clark”) is an individual. City is informed and
10 believes that L. Clark operates well(s) which extract water from the Ojai Valley Groundwater
11 Basin.

12 21. Cross-Defendant Rebecca Collins (“R. Collins”) is an individual. City is informed
13 and believes that R. Collins operates well(s) which extract water from the Ojai Valley
14 Groundwater Basin.

15 22. Cross-Defendant Thomas Collins (“T. Collins”) is an individual. City is informed
16 and believes that T. Collins operates well(s) which extract water from the Ojai Valley
17 Groundwater Basin.

18 23. Cross-Defendant Michael Cromer (“Cromer”) is an individual. City is informed
19 and believes that Cromer operates wells and/or diversions which extract surface and/or subsurface
20 water from San Antonio Creek.

21 24. Cross-Defendant Robert C. Davis, Jr. (“Davis”) is an individual. City is informed
22 and believes that Davis operates well(s) which extract water from the Ojai Valley Groundwater
23 Basin.

24 25. Cross-Defendant Linda Epstein (“Epstein”) is an individual. City is informed and
25 believes that Epstein operates well(s) which extract water from the Ojai Valley Groundwater
26 Basin.

27 26. Cross-Defendant Essick Farm Management Company, LLC (“Essick”) is a
28 California corporation organized and existing under the laws of the State of California and doing

1 business in Ventura County. City is informed and believes that Essick operates well(s) which
2 extract water from the Ojai Valley Groundwater Basin.

3 27. Cross-Defendant Etchart Ranch (“Etchart”) is located in Ventura County. City is
4 informed and believes that Etchart operates wells and/or diversions which extract surface and/or
5 subsurface water from the Upper Ventura River.

6 28. Cross-Defendant James Finch (“Finch”) is an individual. City is informed and
7 believes that Finch operates wells and/or diversions which extract surface and/or subsurface water
8 from the Lower Ventura River.

9 29. Cross-Defendant Flying H Ranch, Inc. (“Flying”) is a California corporation
10 organized and existing under the laws of the State of California and doing business in Ventura
11 County. City is informed and believes that Flying operates wells and/or diversions which extract
12 surface and/or subsurface water from San Antonio Creek.

13 30. Cross-Defendant Ernest Ford (“Ford”) is an individual. City is informed and
14 believes that Ford operates wells and/or diversions which extract surface and/or subsurface water
15 from the Upper Ventura River.

16 31. Cross-Defendant Wayne Francis (“Francis”) is an individual. City is informed and
17 believes that Francis operates well(s) which extract water from the Ojai Valley Groundwater
18 Basin.

19 32. Cross-Defendant Friend’s Ranches, Inc. (“Friend’s”) is a California corporation
20 organized and existing under the laws of the State of California and doing business in Ventura
21 County. City is informed and believes that Friend’s operates wells and/or diversions which
22 extract surface and/or subsurface water from San Antonio Creek and the Upper Ventura River.

23 33. Cross-Defendant John Galaska (“Galaska”) is an individual. City is informed and
24 believes that Galaska operates well(s) which extract water from the Ojai Valley Groundwater
25 Basin.

26 34. Cross-Defendant Richard Gilleland (“Gilleland”) is an individual. City is
27 informed and believes that Gilleland operates wells and/or diversions which extract surface
28 and/or subsurface water from San Antonio Creek.

1 35. Cross-Defendant Jurgen Gramckow (“Gramckow”) is an individual. City is
2 informed and believes that Gramckow operates wells and/or diversions which extract surface
3 and/or subsurface water from Coyote Creek.

4 36. Cross-Defendant Gridley Road Water Group (“Gridley”) is a California
5 corporation organized and existing under the laws of the State of California and doing business as
6 a mutual water company in Ventura County. City is informed and believes that Gridley operates
7 wells that extract water from the Ojai Valley Groundwater Basin, affecting outflows from that
8 basin to Watershed.

9 37. Cross-Defendant Stephanie Gustafson (“Gustafson”) is an individual. City is
10 informed and believes that Gustafson operates well(s) which extract water from the Ojai Valley
11 Groundwater Basin.

12 38. Cross-Defendant Lawrence Hartmann (“Hartmann”) is an individual. City is
13 informed and believes that Hartmann operates well(s) which extract water from the Ojai Valley
14 Groundwater Basin.

15 39. Cross-Defendant Hermitage Mutual Water Company (“Hermitage”) is a California
16 corporation organized and existing under the laws of the State of California and doing business as
17 a mutual water company in Ventura County. City is informed and believes that Hermitage
18 operates wells that extract water from the Ojai Valley Groundwater Basin, affecting outflows
19 from that basin to Watershed.

20 40. Cross-Defendant Dorothy Holmes (“Holmes”) is an individual. City is informed
21 and believes that Holmes operates wells and/or diversions which extract surface and/or
22 subsurface water from North Fork Matilija Creek.

23 41. Cross-Defendant Stephen Huyler (“Huyler”) is an individual. City is informed and
24 believes that Huyler operates well(s) which extract water from the Ojai Valley Groundwater
25 Basin.

26 42. Cross-Defendants Jurgen Gramckow and Geraldine Gramckow are Trustees of the
27 J&G Trust (“Gramckows”). City is informed and believes that Gramckows operate wells and/or
28 diversions which extract surface and/or subsurface water from the Upper Ventura River

1 Groundwater Basin. City is informed and believes that Gramckows are owners of or are
2 beneficial interest holders in real property located within the Ventura River Watershed, and they
3 claim riparian rights to divert and/or extract surface and/or subsurface water from the Ventura
4 River and/or its tributaries, whether or not they have exercised such riparian rights.

5 43. Cross-Defendant Cheryl Jensen (“Jensen”) is an individual. City is informed and
6 believes that Jensen operates well(s) which extract water from the Ojai Valley Groundwater
7 Basin.

8 44. Cross-Defendant Brett Kantrowitz (“B. Kantrowitz”) is an individual. City is
9 informed and believes that B. Kantrowitz operates well(s) which extract water from the Ojai
10 Valley Groundwater Basin.

11 45. Cross-Defendant Denise Kantrowitz (“D. Kantrowitz”) is an individual. City is
12 informed and believes that D. Kantrowitz operates well(s) which extract water from the Ojai
13 Valley Groundwater Basin.

14 46. Cross-Defendant Jerry Kenton (“Kenton”) is an individual. City is informed and
15 believes that Kenton operates wells and/or diversions which extract surface and/or subsurface
16 water from North Fork Matilija Creek.

17 47. Cross-Defendant Ole Konig (“Konig”) is an individual. City is informed and
18 believes that Konig operates wells and/or diversions which extract surface and/or subsurface
19 water from San Antonio Creek.

20 48. Cross-Defendant Krotona Institute of Theosophy (“Krotona”) is a 501(c)(3)
21 California non-profit corporation located in Ventura County. City is informed and believes that
22 Krotona claims water rights to surface water and/or groundwater in the Ventura River Watershed.

23 49. Cross-Defendant Tim Krout (“Krout”) is an individual. City is informed and
24 believes that Krout operates well(s) which extract water from the Ojai Valley Groundwater Basin.

25 50. Cross-Defendant Betina La Plante (“La Plante”) is an individual. City is informed
26 and believes that La Plante operates well(s) which extract water from the Ojai Valley
27 Groundwater Basin.

28

1 51. Cross-Defendant Lutheran Church of the Holy Cross of Ojai (“Lutheran Church”)
2 is a California Non-profit Corporation. City is informed and believes that Lutheran Church
3 operates wells and/or diversions which extract surface and/or subsurface water from San Antonio
4 Creek.

5 52. Cross-Defendant Scott Luttenberg (“Luttenberg”) is an individual. City is
6 informed and believes that Luttenberg operates well(s) which extract water from the Ojai Valley
7 Groundwater Basin.

8 53. Cross-Defendant Jeffrey Luttrull (“Luttrull”) is an individual. City is informed
9 and believes that Luttrull operates well(s) which extract water from the Ojai Valley Groundwater
10 Basin.

11 54. Cross-Defendant Meiners Oaks Water District (“Meiners Oaks”) is a California
12 special district organized and existing under the laws of the State of California and located in
13 Ventura County. City is informed and believes that Meiners Oaks operates wells that extract
14 surface and/or subsurface water from the Ventura River and/or Watershed.

15 55. Cross-Defendant Fredrick Menninger (“F. Menninger”) is an individual. City is
16 informed and believes that F. Menninger operates well(s) which extract water from the Ojai
17 Valley Groundwater Basin.

18 56. Cross-Defendant Margaret Menninger (“M. Menninger”) is an individual. City is
19 informed and believes that M. Menninger operates well(s) which extract water from the Ojai
20 Valley Groundwater Basin.

21 57. Cross-Defendant Stephen Mitchell (“Mitchell”) is an individual. City is informed
22 and believes that Mitchell operates well(s) which extract water from the Ojai Valley Groundwater
23 Basin.

24 58. Cross-Defendant Bill Moses (“Moses”) is an individual. City is informed and
25 believes that Moses operates well(s) which extract water from the Ojai Valley Groundwater
26 Basin.

27 59. Cross-Defendant North Fork Springs Mutual Water Company (“North Fork
28 Springs”) is a California corporation organized and existing under the laws of the State of

1 California and doing business as a mutual water company in Ventura County. City is informed
2 and believes that North Fork Springs operates wells that extract water from the Upper Ventura
3 River Groundwater Basin, affecting outflows from that basin to Watershed.

4 60. Cross-Defendant Ojai Water Conservation District (“Ojai WCD”) is a California
5 special district organized and existing under the laws of the State of California and located in
6 Ventura County. City is informed and believes that Ojai WCD operates wells and/or diversions
7 which extract surface and/or subsurface water from San Antonio Creek.

8 61. Cross-Defendant Old Creek Road Mutual Water Company (“Old Creek Road”) is
9 a California corporation organized and existing under the laws of the State of California and
10 doing business as a mutual water company in Ventura County. City is informed and believes that
11 Old Creek Road obtains water from Casitas, which obtains water from Lake Casitas which
12 contains water diverted from the Ventura River.

13 62. Cross-Defendant Rancho de Cielo Mutual Water Company (“Rancho de Cielo”) is
14 a California corporation organized and existing under the laws of the State of California and
15 doing business as a mutual water company in Ventura County. City is informed and believes that
16 Rancho de Cielo obtains water from Casitas, which obtains water from Lake Casitas which
17 contains water diverted from the Ventura River.

18 63. Cross-Defendant Rancho Matilija Mutual Water Company (“Rancho Matilija”) is
19 a California corporation organized and existing under the laws of the State of California and
20 doing business as a mutual water company in Ventura County. City is informed and believes that
21 Rancho Matilija operates wells that extract surface and/or subsurface water from the Ventura
22 River and/or Watershed.

23 64. Cross-Defendant Shlomo Raz is an individual. City is informed and believes that
24 Shlomo Raz operates well(s) which extract water from the Ojai Valley Groundwater Basin.

25 65. Cross-Defendant Sylvia Raz is an individual. City is informed and believes that
26 Sylvia Raz operates well(s) which extract water from the Ojai Valley Groundwater Basin.

27 66. Cross-Defendant Rincon Water and Road Works (“Rincon”) is a California
28 corporation organized and existing under the laws of the State of California and doing business in

1 Ventura County. City is informed and believes that Rincon claims water rights to surface water
2 and/or groundwater in the Ventura River Watershed.

3 67. Cross-Defendant Charles Rudd (“Rudd”) is an individual. City is informed and
4 believes that Rudd operates wells and/or diversions which extract surface and/or subsurface water
5 from San Antonio Creek.

6 68. Cross-Defendant William Rusin (“Rusin”) is an individual. City is informed and
7 believes that Rusin operates wells and/or diversions which extract surface and/or subsurface
8 water from San Antonio Creek.

9 69. Defendant Mark Saleh (“Saleh”) is an individual. City is informed and believes
10 that Saleh operates well(s) which extract water from the Ojai Valley Groundwater Basin.

11 70. Cross-Defendant Senior Canyon Mutual Water Company (“Senior Canyon”) is a
12 California corporation organized and existing under the laws of the State of California and doing
13 business as a mutual water company in Ventura County. City is informed and believes that
14 Senior Canyon operates wells that extract water from the Ojai Valley Groundwater Basin,
15 affecting outflows from the Ojai Valley Groundwater Basin to a tributary of the Ventura River.

16 71. Cross-Defendant Siete Robles Mutual Water Company (“Siete Robles”) is a
17 California corporation organized and existing under the laws of the State of California and doing
18 business as a mutual water company in Ventura County. City is informed and believes that Siete
19 Robles operates wells that extract water from the Ojai Valley Groundwater Basin, affecting
20 outflows from that basin to Watershed.

21 72. Cross-Defendant Sisar Mutual Water Company (“Sisar”) is a California
22 corporation organized and existing under the laws of the State of California and doing business as
23 a mutual water company in Ventura County. City is informed and believes that Sisar operates
24 wells that extract water from the Upper Ojai Valley Groundwater Basin, affecting outflows from
25 that basin to Watershed.

26 73. Cross-Defendant Soule Park Golf Course, Ltd. (“Soule Park”) is a California
27 corporation organized and existing under the laws of the State of California and doing business in
28

1 Ventura County. City is informed and believes that Soule Park operates well(s) which extract
2 water from the Ojai Valley Groundwater Basin.

3 74. Cross-Defendant St Joseph’s Associates of Ojai, California, Inc. (“St. Joseph’s”) is
4 a California corporation organized and existing under the laws of the State of California and
5 doing business in Ventura County. City is informed and believes that St. Joseph’s operates wells
6 and/or diversions which extract surface and/or subsurface water from San Antonio Creek.

7 75. Cross-Defendant Andrew Stasse (“Stasse”) is an individual. City is informed and
8 believes that Stasse operates well(s) which extract water from the Ojai Valley Groundwater
9 Basin.

10 76. Cross-Defendant George S. Stuart (“Stuart”) is an individual. City is informed and
11 believes that Stuart operates well(s) which extract water from the Ojai Valley Groundwater Basin.

12 77. Cross-Defendant John Taft (“Taft”) is an individual. City is informed and believes
13 that Taft operates wells and/or diversions which extract surface and/or subsurface water from
14 Coyote Creek.

15 78. Cross-Defendant Telos, LLC (“Telos”) is a California Corporation organized and
16 existing under the laws of the State of California and doing business in Ventura County. City is
17 informed and believes that Telos operates well(s) which extract water from the Ojai Valley
18 Groundwater Basin.

19 79. Cross-Defendant Thacher Creek Citrus, LLC (“Thacher Creek”) is a California
20 corporation organized and existing under the laws of the State of California and doing business in
21 Ventura County. City is informed and believes that Thacher Creek operates wells and/or
22 diversions which extract surface and/or subsurface water from San Antonio Creek.

23 80. Cross-Defendant The Thacher School (“Thacher School”) is a California non-
24 profit organization organized and existing under the laws of the State of California and doing
25 business in Ventura County. City is informed and believes that Thacher School operates well(s)
26 which extract water from the Ojai Valley Groundwater Basin.

27 81. Cross-Defendant Tico Mutual Water Company (“Tico”) is a California corporation
28 organized and existing under the laws of the State of California and doing business as a mutual

1 water company in Ventura County. City is informed and believes that Tico operates wells that
2 extract water from the Upper Ventura River Groundwater Basin, affecting outflows from that
3 basin to Watershed.

4 82. Cross-Defendant Victor Timar (“Timar”) is an individual. City is informed and
5 believes that Timar operates well(s) which extract water from the Ojai Valley Groundwater
6 Basin.

7 83. Cross-Defendant Topa Topa Ranch Company, LLC (“Topa”) is a California
8 corporation organized and existing under the laws of the State of California and doing business in
9 Ventura County. City is informed and believes that Topa operates wells and/or diversions which
10 extract surface and/or subsurface water from San Antonio Creek.

11 84. Cross-Defendant Lou Tomesetta (“Tomesetta”) is an individual. City is informed
12 and believes that Tomesetta operates well(s) which extract water from the Ojai Valley
13 Groundwater Basin.

14 85. Cross-Defendant John Town (“J. Town”) is an individual. City is informed and
15 believes that J. Town operates well(s) which extract water from the Ojai Valley Groundwater
16 Basin.

17 86. Cross-Defendant Trudie Town (“T. Town”) is an individual. City is informed and
18 believes that T. Town operates well(s) which extract water from the Ojai Valley Groundwater
19 Basin.

20 87. Cross-Defendant Ernesto Vega (“Vega”) is an individual. City is informed and
21 believes that Vega operates well(s) which extract water from the Ojai Valley Groundwater Basin.

22 88. Cross-Defendant Ventura County Watershed Protection District (“VCWPD”) is a
23 California special district organized and existing under the laws of the State of California and
24 located in Ventura County. City is informed and believes that VCWPD operates wells and/or
25 diversions which extract surface and/or subsurface water from San Antonio Creek.

26 89. Cross-Defendant the Ventura River Water District (“VRWD”) is a California
27 special district organized and existing under the laws of the State of California and located in
28

1 Ventura County. City is informed and believes that VRWD operates wells that extract surface
2 and/or subsurface water from the Ventura River and/or Watershed.

3 90. Cross-Defendant Wood-Claeyssens Foundation (“Foundation”) is a 501(c)(3)
4 charitable foundation registered in Delaware that owns the Taylor Ranch property and does
5 business in Ventura County. Foundation operates wells, extracts groundwater, and has operated a
6 surface diversion that extracts surface and/or subsurface water from the Ventura River and/or
7 Watershed.

8 91. Cross-Defendant Calvin Zara (“Zara”) is an individual. City is informed and
9 believes that Zara operates wells and/or diversions which extract surface and/or subsurface water
10 from Matilija Creek.

11 Riparian Landowners

12 92. City is informed and believes that the following Cross-Defendants (“Riparian
13 Landowners”) are owners of or are beneficial interest holders in real property located within the
14 Ventura River Watershed, and they claim riparian rights to divert and/or extract surface and/or
15 subsurface water from the Ventura River and/or its tributaries, whether or not they have exercised
16 such riparian rights:

17		
18	1970 Ranch Road, LLC;	Trust;
19	625 N. Ventures Avenue, LLC;	Andrew and Jane Holguin, individually;
20	Abraham Munoz;	Andrew D. West and Patricia G. West,
21	Ahde and Ganea Lahti, individually;	individually as Trustees of the West Family
22	Alan and Carol James, individually;	Revocable Trust;
23	Alessandro Lobba and Mary E. Jackson,	Angie Mari Ganasei and Christopher Paul
24	individually as Trustees of the Looba-	Danch, individually as Trustees of the
25	Jackson Family Trust;	Genasei-Danch Family Trust;
26	Alexander and Maria Doran, individually;	Anne Lombard and Frank Hanson,
27	Alfredo and Montelle Bello, individually;	individually;
28	Alvin and Claudia Cunningham,	Armando and Sendi Sanchez, individually;
	individually;	Arthur Timothy and Maurya Kathleen Foy,
	American Retirement Fund, Inc.;	individually;
	Amy Mattison, Trustee of the Amy K.	Ashlen and Ivy Aquila, individually;
	Mattison Trust;	Aubrey Balkind;
	Anatoly and Margarita Kozushin,	Auburn Oak Builders, Inc.;
	individually;	Barry and Angela Ross, individually;
	Andrea Leigh Jensen, Trustee of the Jensen	Behrooz Jadidollahi;
		Benjamin and Stacey Vail, individually;

1 Berkley and Suzanne Baker, individually; Trust;
2 Bettina Chandler, Trustee of the Bettina Claudio and Magdalena Landeros,
3 Chandler Trust; individually;
4 Blanche Chapler; Community Memorial Health System;
5 Bradford and Cheryl Boyd, individually; Connie S. Morgan, Trustee of the Connie S.
6 Brent and Shanna Muth, individually; Morgan Trust;
7 Brian and Irene McConville, individually; Conservation Endowment Fund;
8 Brian and Joan Archer, individually; Constance and Justin Campbell,
9 Brian and Sharon Smith, individually; individually;
10 Brian S. Stafford and Janice M. Thomas, Corinne Anne Fraud;
11 individually as Trustees of the Stafford Craig and Ana Zwirn, individually;
12 Thomas Family Trust; Curtis and Ory Names, individually;
13 Brian Skaggs, Trustee of the Skaggs Trust; Cynthia Lee, Trustee of the Cynthia Lee
14 Brigitte Lovell, Trustee of the Lovell Living Family Trust;
15 Trust; D & J Campbell Best, LLC;
16 Bruce Abbott and Kathleen Quinlan, Dan Newman;
17 individually; Dan Stuart, Trustee of the Dana Stuart Trust;
18 Bruce and Dixie Gladstone, individually; Dan Wiseman;
19 Bryan Whitley; Dana and Dawn Cenicerros, individually;
20 Bryce and Krista Belgum, individually; Daniel and Amy Yanez, individually;
21 Carl and Barbara Enson, individually; Daniel and Nancy McLaren, individually;
22 Carmen Chavez and Guadalupe Patino, Daniel and Rosalind Grimm, individually;
23 individually; Danny Broadhurst;
24 Carol Nicholson; Darren and Lisa Lisle, individually;
25 Carol Ann Tennant, Trustee of the Carol David Friend and Angela Marie Friend,
26 McDonnell Family Trust; individually;
27 Carrie Murphy and Michael E. Templin, David and Linda Smith, individually;
28 individually as Trustees of the Templin- David and Patti Wicklund, individually;
Murphy 2016 Living Trust; David Chase and Anne Fitzgerald,
Cartin Family, LLC; individually;
Catherine E. Lee, Trustee of the Catherine E. David E. Sissum, Jr. and Diana E. Sissum,
Lee Trust; individually as Trustees of the Sissum Trust;
19 Chad Westcott and Heather Cushnie David Flick and Emma Flick, individually;
20 Wescott, individually; Dawn and Mark Golden, individually;
21 Charles E. Starbuck, Trustee of the Charles DB Properties, LLC;
22 E. Starbuck Trust; Del Cielo, LLC;
23 Charles P. Watling, Trustee of the First Dennis and Susan Ryder, individually;
24 Charles P. Watling Family Trust; Dennis Brown;
25 Charline L. Rich and Richard Gibson Jr., Dennis Wood and Margaret Vigil Wood,
26 individually; individually;
27 Christopher and Tina Abe, individually; Diane Ruth White, Trustee of the Diane
28 Christopher Hart; Ruth White Living Trust;
Christopher Moore and Mary Moore, Dive Deep, LLC;
individually as Trustees of the Christopher Donald and Wendy Givens, individually;
26 Moore and Mary Moore Trust; Donald Campbell;
27 Cindy Prose; Donna and James Kleeburg, individually;
Clair and Stacey Harding, individually; Dorothy Holmes, Trustee of the Holmes
28 Claudia Zenobia Linarte, Trustee of the Olga Trust;

1 Dorothy Lanquist;
2 Douglas Freeman and Miranda
3 MargettGunild Seadrifts, individually;
4 DZ SPE, LLC;
5 Earl G. Holder, Trustee of the Holder
6 Survivors Trust;
7 Edward and Geraldine Lee, individually;
8 Edward C. Leicht and Jacqueline M. Leicht,
9 individually as Trustees of the Leicht Family
10 2013 Revocable Trust;
11 Eleanor Small;
12 Elena Dhyansky, Trustee of the Elena
13 Dhyansky Trust;
14 Elizabeth Keenen;
15 Elton Pedersen and Alma Clayton Pedersen,
16 individually;
17 Eric and Jodi Perdue, individually;
18 Eric and Ming Jun Nakamura, individually;
19 Eric and Trisha Johnson, individually;
20 Eric Lawrence Bernthal, Special Trustee of
21 the Boss and Venice Trust;
22 Eric Lewis and Bobbi Roderick Lewis,
23 individually;
24 Erik and Tirica Eads, individually;
25 Eugene and Charlotte Elerding, individually;
26 Evelyn Frament;
27 Fortune Builders, Inc.;
28 Frank Robert Walker Jr. and Carrie Ellen
Walker, individually as Co-Trustees of the
Walker Jr. Living Trust;
Frederick and Lori Ponce, individually;
Galen and Maria David, individually;
Gary Hirschcron, Trustee of the Gary
Hirschcron Revocable Trust;
Gary L. Wolfe, Successor Trustee of the
Carolyn M. Tastad Revocable Trust;
Gary and Terri McCaskill, individually as
Trustees of the McCaskill Family Trust;
Gary Speeds and Lisa R. Kirby, individually
as Trustees of the Gary Speeds and Lisa
Kirby Family Trust;
Gelb Enterprises;
George and Pamela Zeller, individually;
George and Roxanne Pelt, individually;
George Hernandez;
George Lawhead, Trustee of the George and
Carole Lawhead Revocable Trust;
Girl Scouts Of California's Central Coast;
Glenn and Lori Ahlberg, individually;
Gordon and Patricia Black, individually;
Gralar, LLC;
Graydon and Helen Harrah, Individually;
Gregory and Michele Hammed, individually;
Gregory Cavette;
Gregory Grant and Mary King, individually;
Hans and Annika Gruenn, individually;
Hendrika Maria Von Hecht;
Henry and Geneva Oliva, individually;
Henry and Leslie Sohm, individually;
Howard and Irene Hoos, individually;
Hugh and Lindsay Thomson, individually;
Intell Ventura, LLC;
Irma Tracy;
Jackie M. Springer, Trustee to the Jackie M.
and Lanie Jo Springer Trust;
James and Andrea Pendleton, individually;
James and Gayle David, individually;
James and Staci Valencia, individually;
James and Sue Mills, individually;
James and Trisha Proud, individually;
James and Zelda Carr, individually;
James Peck;
James I. Pio, Trustee of the James I. Pio
Trust;
Jan M. Hiester, Trustee of the Jan M. Hiester
2014 Living Trust;
Jane E. Hanchett, Trustee of the Hanchett
Family Trust;
Jane Spiller, Trustee of the Jane Spiller
Trust;
Janet Lewis, Trustee of the Janet T. Lewis
Family Trust;
Janet Peck, Trustee of the Janet Lee Peck
Living Trust;
Jeannette Curtis;
Jeffrey E. Frank, Trustee of The Frank Trust;
Jeffrey Tubbs and Lynn Dubowy Duran,
individually;
Jennie Scott, Trustee of the Jennie Scott
Family Trust;
Jennifer Ware and Jamie Selby, individually;
Jeremy August and Icole Marie Ferro,
Individually;
Jesse Wadsworth and Susan Hynds,
individually;
Jesus Cornejo and Idania Yudith Cornejo,

1 individually;
2 Joan Kenton, Trustee of The Joan Kenton
3 Living Trust;
4 Joanna Pope;
5 Jody Callegari;
6 Joel Hernandez;
7 Johanna Collins;
8 John and Lisa Dillard, individually;
9 John and Mari Allen, individually;
10 John and Nancy Bevans, individually;
11 John and Nila Ventress, individually;
12 John Edward and Evonne Louise Vacca,
13 individually;
14 John Gutierrez;
15 John Mazzola and April Golden,
16 individually;
17 John Taft Corporation;
18 Jon Hanson;
19 Jonathan and Jacqueline Parker,
20 individually;
21 Jonathan and Julie Teichert, individually;
22 Jose Juarez and Ana Valencia, individually;
23 Jose Valadez and Norma Hernandez,
24 individually;
25 Joseph Palmoutsos as Trustee of the Joseph
26 Constantinos Palmoutsos Living Trust;
27 Joseph Polito, Trustee of the Joseph R Polito
28 1989 Trust;
Joshua Antelman;
Joyce Frenette;
Juan Espinoza and Travis Coker,
individually;
Juana and Henry Murillo; individually;
June M. Spar, Trustee of the June M. Spar
Living Trust;
Jurgen Gramckow and Geraldine
Gramckow, individually as Trustees of the
J&G Trust;
Justin and Rachael Jayne, individually;
Karen Mendoza, Trustee of the Vork Family
Trust;
Katherine Patton and Virginia Mcconnell,
individually;
Kathleen Turner and Elizabeth Renn,
individually;
Kay Burns;
Ken Collin;
Kenneth and Maria Baker, individually;

Kenneth S. Collins, Trustee of the Frank R.
Walker, Jr. Trust;
Kent and Patricia Hardley, individually;
Kevin K. Cox and Mary C. Cox, individually
as Trustees of the Cox Family Trust;
Kim Jirka, Trustee of the Kim Jirka Trust;
Konstantin Demidov;
Kyle Brown;
Lance and Donelle Woleslagle, individually;
Larry and Cecilia Hickok, individually;
Larry Hubenthal, individually and as Trustee
of the Larry Hubenthal Living Trust;
Laszlo and Sharon Bihari, individually;
Laszlo Engelman, Trustee of the Engelman
Family Trust
Laughing Dog Ranch, LLC;
Laverne M. Browning;
Lawrence and Rachel Clevenson,
individually;
Leon and Cecelia Carter, individually;
Leonard Fischer;
Lorenzo Gama and Ylda Cisnero,
individually;
Loretta May Williams, aka Loretta May
Blackburn, Trustee of the Loretta May
Williams Revocable Living Trust;
Lucille Jane Conforti and Randall Norman
Kirk, individually as Co-Trustees of the
"Lucille Jane Conforti Trust";
Lynn and Ann Henne, individually;
Lynn Gotch and Linda Oliver, individually;
Manuel and Sandy Garcia, individually;
Marilyn Wallace, Trustee of the Marilyn
Wallace Separate Property Trust;
Mario Aguirre and Patrice Vernand,
individually;
Mark and Megan Steffy, individually;
Mark Anthony and Kim Marie Crane,
individually;
Mark Robbins, Trustee of the Mark Robbins
Trust;
Mark Thompson;
Martin and Darian O'brien, individually;
Martin and Linda Gramckow, individually;
Martin Gramckow, Trustee of the Monika G.
Huss Irrevocable Trust, Trustee of the Karin
W. Gramckow Irrevocable Trust, Trustee of
the Kurt J. Gramckow Irrevocable Trust;

1 Marvel Pierce;
2 MaryAnn Hepp Hill, Trustee of the Hill
3 Family Trust;
4 Mary Bergen, Trustee of the Rosemary Hall
5 Bergen Trust;
6 Mary Morrison;
7 Mary Walkart and William Hastings,
8 individually;
9 Matilija Canyon Alliance;
10 Matthew and Claudia Wilson, individually;
11 Matthew Arreola;
12 Matthew Bowe;
13 Matthew Dwyer and Colleen Walker,
14 individually;
15 Matthew Larrew and Jordana Kaban,
16 individually;
17 Matthew Simon and Amanda Vino,
18 individually;
19 Michael and Carol Davis, individually;
20 Michael and Cindy Boehm, individually;
21 Michael and Hannalore Gresser,
22 individually;
23 Michael and Kathy Ogden, individually;
24 Michael and Kim Regan, individually;
25 Michael and Marie Mctavish, individually;
26 Michael and Patricia Mcweeney,
27 individually;
28 Michael Coggins Jr. and Cynthia Coggins,
individually;
Michael Greynald, Trustee of the Greynald
Family Trust;
Michael L. Rockhold, Trustee of the Michael
Rockhold Trust;
Michael Tello;
Michele Willis and Johanna Collins,
individually;
Miguel A. Mayorga, Trustee of the Edward
R. Mayorga Living Trust;
Mitchael and Rubeena Breese, individually;
Mitchell and Ana Yount, individually;
Mitchell and Joy Dalbey, individually;
Mitchell and Lisa Myers, individually;
Nancy Moore, Trustee of the Nancy Anne
Moore Separate Property Trust;
Nikolas and Julia Krankl, individually;
Offshore Crane, Inc.;
Offshore Crane and Service Company, Inc.;
Offshore Facilities;

Ojai Valley Conservancy;
Orville and Marion Hernvall, individually;
Orville and Pamela Hibdon, individually;
Oswaldo and Norma Ruiz, individually;
Pacific Telephone and Telegraph Company;
Pamela Wood;
Patric and Margaret Peake, individually;
Patricia and Edward Lansberg, individually;
Patricia Cuenot;
Patrick and Cathy Pagnusat, individually;
Paul and Angela Booth, individually;
Paul and Ashley Ramsey, individually;
Paul and Maria Lozano, individually;
Paul and Martha Medlar, individually;
Paul and Opal Skaggs, individually;
Peter and Kelli Freiberg, individually;
Peter and Robin Shedlosky, individually;
Peter Brooks and Carla Brooks, individually
and as Trustees of the Escoda Brooks Family
Trust;
Peter Cambier, Trustee of the Peter and
Marilyn Cambier Trust;
Peter Schey, LLC;
Peuvlin Vong;
Philip and Delia Smith, individually;
Philip Ferrante Jr. and Nicole Aversa-
Ferrante, individually;
Philippe Rousseau and Kimberly Shobe,
individually;
Phyllis Courtney;
Rafael Hernandez;
Ramona L. Andrew, Trustee of the Ramona
L. Andrews Trust;
Rancho Arnaz, LLC;
Rancho Casitas, LLC;
Rancho Sueno, LLC;
Ray and Carolina Guillen, individually;
Raymond and Annette West, individually;
Richard and Laura Mancilla, individually;
Richard and Alexandra Dubeau,
individually;
Richard and Cynthia Robinett, individually;
Richard Bolton;
Richard Mathieu and Claudia Herrera
Mathieu, individually;
Richard Michael and Margaret Kenny,
individually;
Richard Wiles and Peggy Carey,

1 individually;
2 Robert Alan and Stacey Jean Boyd,
3 individually;
4 Robert and Carolyn Jarboe, individually;
5 Robert and Judith Clark, individually;
6 Robert and Nickey Gregory, individually;
7 Robert and Patricia Mcfall, individually;
8 Robert and Susan Bennett, individually;
9 Robert and Anna J. Auric, individually as
10 Trustees of the Auric Revocable Trust of
11 1999;
12 Robert Levin and Lisa Solinas, individually;
13 Robert Mark and Lorraine Melisa Lovato,
14 individually;
15 Robert OConnor;
16 Robert Petrin and Beate Schickerling,
17 individually;
18 Robert L. Stone, Trustee of the Robert L.
19 Stone Revocable Living Trust;
20 Robert S. Young, Trustee of the Young
21 Trust;
22 Ronald and Janis Calkins, individually;
23 Ronald Kaplan and Cynthia Daniels,
24 individually;
25 Rudolph and Carol Saldamando,
26 individually;
27 Russell James Hall, Trustee of the Russell
28 James Hall Family Trust;
Skynest, LLC;
Societe d'Investissement Immobiliers et
Financiers Franco-Allemand, a French
corporation;
Stanley Stephen Roslansky and Linda
Roslansky, individually as Trustees of the
Roslansky Family Trust;
Stephen and Carin Kally, individually;
Stephen and Cindy Barrack, individually;
Stephen Carr and Debra Gill, individually;
Stephen M. Johnson, Trustee of the Stephen
M. Johnson Living Trust;
Stephen Sanford;
Stephen Zane Fraser;
Stuart and Nancy Rupp, individually;
Sudarshan Gautam;
Susan Gary;
Susan M. Ralph, Trustee of the Ralph Trust;
Susan Yarnell;
Sushma Gujral;
Suzanne Rhodes, Trustee of the Bateman-
Rhodes Family Trust;
T. Snyder
Tamarra Barbey;
Tane Charles Arnold, individually and as
Trustee of the Tane C. Arnold 2006 Living
Trust
Teen Challenge of Southern California, Inc.;
Terra Crowley;
Terrance O'Connor and Kathy Franklin,
individually;
Terrie Longo;
The Baptiste Foundation;
The Ojai Valley Land Conservancy;
Theodore and Judy Lucas, individually;
Theodore and Norma Schneider,
individually;
Theodore and Tracy Mandryk, individually;
Theodore Willis Malos, Jr. and Pearl B.
Malos, individually and as Trustees of the
Malos Family Trust,;
Thomas and Christine Reed, individually;
Thomas and Nikki Young, individually;
Timothy and Nicole Beckett, individually;
Tobias and Tania Parker, individually;
Todd Henard and Kibhi Marie Henard,
individually;
Tropico, LLC;

1 Victor and Sheryl Sanchez, individually;
2 Victoria and John Junkin, individually;
3 Vida Vida, Trustee of the Vida Family Trust;
4 Vijay and Neeta Patel, individually;
5 Virginia I. Williamson, individually and as
6 Trustee of Trust of Virginia I. Williamson;
7 Virginia Trevino;
8 Walid A. Alawar, Trustee of the Walid A.
9 Alawar Living Trust;
10 Warren Heath;
11 William and Cheryl Meade, individually;

William and Helen Peck, individually;
William and Irene Snively, individually;
William and Kimbra Carnaghe, individually;
William and Paula Stevens, individually;
William Loughboro;
William Starr;
Yong Yi;
Yvette Marie and Daniel Joseph Sinohui,
individually;
Zachary and Diane Totten, individually

Riparian and Overlying Landowners

9 93. City is informed and believes that the following Cross-Defendants (“Riparian and
10 Overlying Landowners”) are owners of or are beneficial interest holders in real property located
11 within the Ventura River Watershed and overlying one or more of Watershed’s Groundwater
12 Basins (Upper Ventura River Groundwater Basin; Ojai Valley Groundwater Basin; Lower
13 Ventura River Groundwater Basin; and Upper Ojai Valley Groundwater Basin), and they claim
14 riparian rights to divert and/or extract surface and/or subsurface water from the Ventura River
15 and/or its tributaries, whether or not they have exercised such riparian rights, and/or they claim
16 overlying rights to extract groundwater from one or more of the Watershed’s Groundwater
17 Basins, whether or not they have exercised such overlying rights:

18
19 1300 Shippee Lane, LLC;
20 3584 Calle Moreno, LLC;
21 Aaron and Angela Hoekstra, individually;
22 Abel and Lourdes Carranza, individually;
23 Acslayton, LLC;
24 Adam Casey and Brittany Chisum,
25 individually;
26 Adam Distl, Jr. and Barbara B. Distl,
27 individually as Trustees of the Adam Distl,
28 Jr. and Barbara B. Distl 1998 Revocable
Trust;
Adrian Ogden;
Aera Energy, LLC;
Ajr Investment Partnership, LP;
Alan and Deborah Sharon, individually;
Alan and Leslie Connell, individually;
Alan and Mary Kirby, individually;

Alan and Susan Ecker, individually;
Alan Walbridge and Dorothy Fay
Walbridge, individually;
Alberto and Adriana Montano, individually;
Alberto and Hilda Zamora, individually;
Albine Hopcus and Alva Lydia Hopcus,
individually as Trustees of the Al and Alva
Trust;
Alfonso and Alejandra Limon, individually;
Allan and Janis Parkhurst, individually;
Allan and Katharine Parigian, individually;
Allan and Mary Doane, individually;
Allen Vail;
Alvaro and Elva Ruiz, individually;
Alvin and Claudia Cunningham,
individually;

1 Ana Cross, Trustee of the Ana Cross Family
Trust;
2 Andre Keunzli and Fabrienne Keunzli-
3 Monard, individually;
4 Andrew and Melissa Maccalla, individually;
5 Andrew and Rebecca Chandler, individually;
6 Andrew and Sharon Engel, individually;
7 Angela Jayne Gardner and John Percival
Mawson, individually as Trustees of the
8 Pleasant Avenue Living Trust;
9 Anita J. Diaz;
10 Ann H. Donlon, Trustee of the Ann H.
Donlon Revocable Trust;
11 Anna Archer;
12 Anna Kirkwood;
13 Anne and Daniel Goldstein, individually;
14 Anson B. Thacher and Anne F. Thacher,
individually as Trustees of the A. and A.
15 Thacher Living Trust;
16 Anthony Becchio and Denise Heimo,
individually;
17 Anthony Masiel;
18 Antonio Espino and Maria Torres,
individually;
19 Arne Anselm and Michelle Velderrain,
individually;
20 Arne Anselm, Trustee of the Velderrain M.
Trust;
21 Ashley and Victoria Edwards, individually;
22 Baldemar Alcantar and Micaela Ortiz
Alcantar, individually;
23 Barbara A. Fitzgerald, Trustee of the
Fitzgerald 1994 Trust;
24 Barbara Bonsignori;
25 Barbara Chen Lowentha, Trustee of the 2017
Barbara Kay Chen Lowenthal Revocable
26 Trust;
27 Barbara Hall, Trustee of the Barbara Hall
Living Trust;
28 Barnard Properties, LLC;
Bart Kennedy;
Barton Kennedy;
Bernard Martin;
Beth E. Lindley;
Bettyann Sessing;
Big Black Dog, LLC;
Blaze Buonpane;
Bradley and Andrea Roe, individually;

Bradley and Ivelou Pantoskey, individually;
Brand and Tressa Kahler, individually;
Brandon and Kelsie Schneider, individually
and as Trustees of the Brandon Schneider
and Kelsie Simms-Schneider Family Trust;
Breal and Karen Rowe, individually;
Brendan Richard and Christa Lee Dawn
Freeman, individually;
Brent and Pamela Lamo, individually;
Brett and Lynn Wilson, individually;
Brett Cunningham;
Brett Nicholson and Nan Davis,
individually;
Brian and Cynthia McDaniel, individually;
Brian and Erin Edwards, individually;
Brian and Jean Harrison, individually;
Brian and Marie Haase, individually;
Brian and Siobhan Calvin, individually;
Brian A. Schaffels;
Brian Osborne and Kirsten Hinrichs,
individually;
Brittany and Alan Fletcher, individually;
Bruce and Leslie Bouche, individually;
Bruce and Virginia Hibberd, individually;
Bruce C. Brockman and Bridget Tsao-
Brockman, individually as Trustees of the
Tsao Brockman Family Trust;
Bryan and Nicole Crawford, individually;
Bulmaro and Alfonsa Pena, individually;
Byron and Jennifer Greene, individually;
Byron Rader and Myra Toth, individually;
Cal B. Land Co., LLC;
Calatlantic Group Inc.;
Camp Ramah in California Inc.;
Carl and Judith Bell, individually;
Carl and Leigh Hyndman, individually;
Carl Gaddis and Anna Hicks, individually;
Carla Dennis, Trustee of the Carla D. Dennis
Trust;
Carla Melson and Carla J. Melson,
individually as Trustees of the Carla J.
Melson Revocable Living Trust;
Carmen and Carolina Murillo, individually;
Carol Marquez-Olson, Trustee of the Carol
Marquez-Olson Trust;
Carol Vesecky, Trustee of the Carol B.
Vesecky Revocable Living Trust;

1 Caroline Turner, Trustee of the Turner
Survivors Trust;
2 Carolyn Bowman, Trustee of the Carolyn
Bowman 2008 Trust;
3 Carolyn Huish;
4 Caryn Molinelli;
Catherine Lancaster;
5 Catherine Sellman;
Catherine Smith, Trustee of the Catherine L.
6 Smith Revocable Trust;
7 Cesar and Davienne Guerra, individually;
Cesar Jimenez and Aura Minera,
8 individually;
Chaarenne Torris and Raymond Bradley,
9 individually;
Southern California Association of Seventh
10 Day Adventists;
Chad Carper;
11 Chad Ress and Stephanie Washburn,
12 individually;
Chad Vick, Trustee of the Chad C. Vick
13 Trust;
Charlene Van Deusen;
14 Charles and Deana Sherry, individually;
Charles and Jo Bennett, individually;
15 Charles G. Barnett, Successor Trustee of the
16 "Barnett Family Exemption Equivalent
Trust";
17 Charles L. Hoff and Kathleen D. Hoff, Co-
Trustees of the Hoff Revocable Trust;
18 Charles Monn and Elena Hale, individually;
19 Charles R. Rudd and Lola L. Rudd, Trustees
under the Charles R. Rudd and Lola L. Rudd
20 Trust;
Christie Mattull, Trustee of the Christie
21 Lynn Mattull Trust;
22 Christine and Donald Bowen, individually;
Christine Golden;
23 Christopher and Anna Rhoda, individually;
Christopher and Gillian Borgeson,
24 individually;
Christopher and Shelagh Duke, individually;
25 Christopher Corsones, Trustee of the
Christopher Corsones Living Trust;
26 Christopher McGuire;
27 Christopher Sewell;
Christopher Weiner and Damian Bourguet,
28 individually;

Cindy Burkhart, Trustee of the Cindy
Burkhart Living Trust;
City of Ojai;
Claudia Farr, Trustee of the Sam S. Farr and
Claudia S. Farr Trust;
Claudia Wunderlich, Trustee of the Claudia
A Wunderlich Trust;
Clementine Turner, Trustee of the
Clementine Turner Living Trust;
Cody Green;
Cody Stevens;
Connie Anaise;
Connie and Mark Cline, Trustee of the Mark
Terry Cline Family Trust;
Constance Eaton;
Cory and Nicholas Wingate, individually;
County of Ventura;
Craig and Stephanie Gardner, individually;
Craig Young and Daniel Poling,
individually;
Culbert Family Partnership;
Curtis and Christina Tolmie, individually;
Cynthia Ellis and Pamela Thomas,
individually;
Daj Properties, LLC;
Damian and Lorie Vos, individually;
Damon and Anne Brink, individually;
Daniel and Adaya Walsh, individually;
Daniel and Deborah Hoyt, individually;
Daniel and Elizabeth George, individually;
Daniel and Elizabeth McLaughlin,
individually;
Daniel and Jane Kelly, individually;
Daniel and Lydia Ruark, individually;
Daniel and Ralph Fairbanks, individually;
Daniel and Tomica Mora, individually;
Daniel and Yoko Mcsweeney, individually;
Daniel Chryenko;
Daniel Crane;
Daniel H. I. and William D. Moses Jr.,
individually as Trustees of the William D.
Moses, Jr. Separate Trust No. 1;
Daniel Hultgen, Trustee of the Hultgen
Living Trust;
Danny Haar and Mariska De Feiter,
individually;
Darrell Ralston, Trustee of the Darrell
Anthony Ralston 2009 Revocable Trust;

1 Dave and Kathleen Tarrats, individually;
2 David and Beverly Fulton, individually;
3 David and Carol Cintron, individually;
4 David and Deborah Todd, individually;
5 David and Donna Berger, individually;
6 David and Elizabeth Silva, individually;
7 David and Fereschta Sinclair, individually;
8 David and Karen Brubaker, individually;
9 David and Kathleen Ostby, individually;
10 David and Laura Meisch, individually;
11 David and Laurie Mahan, individually;
12 David and Meghan Sandoval, individually;
13 David and Mindy Benezra, individually;
14 David and Peggy Stanwood, individually;
15 David and Sandra Murillo, individually;
16 David and Shannon Richard, individually;
17 David and Sharron Sparks, individually;
18 David and Stephanie Berger, individually;
19 David and Toni Johnson, individually;
20 David Corey and Jean Scholes, individually;
21 David E. Pressey and Agnes E. Pressey,
22 individually as Trustees of the David E. and
23 Agnes E. Pressey Family Trust;
24 David Kille and Shannon Frew, individually;
25 David L. Garber and Cynthia Garber,
26 individually as Trustees of the Garber Trust;
27 David Orbach and Eva Araujo, individually;
28 David Stanley and Monica Bednar Stanley,
individually;
Dawn and Barclay Hope, individually;
De and Jacque Pisciotta, individually;
Dean and Gloria Vadnais, individually;
Dean and Lorinda Strong, individually;
Deanna Gonzales, individually;
Deirdre Lynds, individually;
Delavan C. Garst and Sharon D. Garst,
individually as Trustees of the Delavan and
Sharon Garst Family Trust;
Dell and Anne Mercer, individually;
Delores and Jerry Berlin, individually;
Denise Wizman, as Trustee of the Denise
Wizman Revocable Trust;
Dennis and Cheryl Jacobs, individually;
Dennis and Nadine Corte, individually;
Derek Meek;
Devon and Jillianne Collinge, individually;
Diana Engle, Trustee of the Diana L Engle
Revocable Trust;
Diana Peron, Trustee of the Diana C Peron
Living Trust;
Diana Syvertson, Trustee of the Diana
Syvertson Living Trust;
Diana Trent, Trustee of the Diana Trent
Living Trust;
Diane and William Clegg, individually;
Dianne Mccourtney, Trustee of the Dianne
Louise Mccourtney Trust;
Dolores Keith;
Dominic Habibi;
Donald and Clara Tenpenny, individually;
Donald Brosnac and Twila Carlsen,
individually;
Donald Davis;
Donald G. and Susan B. Davis, individually
as Trustees of the Donald G. and Susan B.
Davis Revocable Family Trust of 1997;
Donis Montoya Jr. and Teresita Montoya,
individually;
Donna Deitch, Trustee of the Donna E.
Deitch Trust;
Donna Epstein, Trustee of the Epstein
Survivors' Trust, Trustee of the Epstein
Marital Trust, and Trustee of the Epstein
Bypass Trust;
Dorothy and James Kehoe, individually;
Dorthea Keck;
Douglas and Ann Parent, individually;
Douglas and Claudia Webber, individually;
Douglas and Elisabeth Vernand,
individually;
Douglas and Kathleen Leighton,
individually;
Douglas and Moira Volpi, individually;
Douglas Draper;
Douglas Wasson, Trustee of the Wasson
Trust;
Dustin Beilke;
Ed and Linda Colby, individually;
Edson Taft, Trustee of the Edson B. Taft
Revocable Trust;
Edward and Deborah Guerra, individually;
Edward and Laura Savala, individually;
Edward and Nancy Dennis, individually;
Edward and Nancy Necker, individually;
Edward and Roberta Walsh, individually;

1 Edward Dunn and Judith Shelby Dunn,
2 individually;
3 Edward Pressey;
4 Edwin Norris Procter, Trustee of the "E.
5 Norris Procter Living Trust";
6 Eilam Byle, Trustee of the Eilam Byle
7 Living Trust;
8 Eileen Sterling, Trustee of the Eileen M.
9 Sterling Revocable Trust;
10 Eileen Walker;
11 El Sereno 1225, LLC;
12 Elaiene Keeley, Trustee of the Elaiene
13 Keeley Trust;
14 Elaine Ferguson;
15 Eli and Jessica Neiderhiser;
16 Elia Aldapa;
17 Elizabeth Bauer, Trustee of the Elizabeth A
18 Bauer Trust;
19 Ellen Leopold;
20 Elmer and Joan Swift;
21 Emily Benson and Lisa Martel, individually;
22 Emily Clay and Matthew Goodman,
23 individually;
24 Erbay and Velda Garcia, individually;
25 Eric and Arlene Schwerdtfeger, individually;
26 Eric and Jolene Harrington, individually;
27 Eric Bush and Craig Young, individually;
28 Eric Dilks, Trustee of the Eric M. Dilks 2004
Revocable Trust;
Eric Goode;
Eric Moore;
Eric Rosenberg;
Ernest and Dorothy Nichols, individually;
Ernest Thornsberry, Trustee of the Ernest
Thornsberry Revocable Trust;
Esperanza and Sandra Guerrero,
individually;
Eugenijus Valiulis, Trustee of the Eugenijus
Valiulis Revocable Living Trust;
Eusebio and Lori Navarro, individually;
Evelyn Baran, Trustee of the Evelyn F Baran
Personal Residence Trust;
Ezequiel and Amber Monarrez, individually;
Felix and Delmy Garcia, individually;
Fernando Porras;
Feroz and Mona Zaidi, individually;
Finch Farms, LLC;
Merewether Judson, LLC;

Floyd and Charlene Fitzgerald, individually;
Floyd Eugene Wiancko and Hiroko
Wiancko, Trustees of the Wiancko Family
Trust;
Forest Home, Inc.;
Fortune Real Estate 888, LLC;
Francis and Shauna Longstaff, individually;
Francisco and Angelica Valles, individually;
Frank and Lila Sheltren, individually;
Frank C. Urias and Evangeline S. Urias,
individually as Trustees of the Urias Family
Trust;
Frank Charolla;
Frank Edward Sheltren, Jr., aka Frank E.
Sheltren and Rita Cheryl Sheltren,
individually as Trustees of the Sheltren
Family Trust;
Fred and Carine Fisher, individually;
Fred and Donna Stevens, individually;
Fred Kramer and Michaela Watkins,
individually;
Frederic Devault;
Frederick and Laura Fulmer, individually;
Frederick Sloman and Nordi Hintze,
individually;
Fredrick and Roxanne Baker, individually;
Future Mhps, LLC;
Gabriel and Margarita Mendoza,
individually;
Gale and Bernabe Gaona Jr., individually;
Gary and Chari Petrowski, individually;
Gary and Colleen Fry, individually;
Gary and Jolene Clarke, individually;
Gary and Judith Stever, individually;
Gary and Patricia Tucker, individually;
Gary and Teresa Downard, individually;
Gene and Patty Saito, individually;
Geneva Maschler and Richard Yaciuk,
individually;
Geoffrey and Paula Clarke, individually;
Geoffrey Brown and Stephanie Gibson,
individually;
George and Linda Boston, individually;
George and Lynn Malone, individually;
George and Margaret Melton, individually;
George and Sigrid Bressler, individually;
George Stuart;
Gerald and Darlene Carlson, individually;

1 Gerard Linsmeier;
2 Gerben and Jill Hoeksma, individually;
3 Gino Lynch;
4 Glenn Myers, Trustee of the Glenn C. Myers
5 Family Trust;
6 Gordon and Terry Hanusek, individually;
7 Gordon Gibbons, Trustee of the Gordon R.
8 Gibbons Living Trust;
9 Grant Kemp;
10 Greg and Julie Tebo, individually;
11 Gregg and Rosie Dierickx, individually;
12 Gregg Olson, Trustee of the Gregg W. Olson
13 Revocable Trust;
14 Gregory and Kaori Golden, individually;
15 Gregory and Martha Lepine, individually;
16 Gregory and Sarah Delvecchio, individually;
17 Gregory and Susan Gilbert, individually;
18 Gregory and Susan Ignacio, individually;
19 Gregory and Suzanne Combs;
20 Gregory Heras and Rozanne Bonavito,
21 individually;
22 Gregory Johnson;
23 Gregory N. Pimstone and Lauryn B. Harris,
24 individually as Trustees of the Pimstone
25 Family Trust;
26 Griffin and Nicole Williamson, individually;
27 Gudaz, LLC;
28 Guy and Sheri Flasch, individually;
Guy Bratton;
H and Beverly Leard, individually;
Hacienda Ladera, LLC;
Hank and Alana Garcia, individually;
Hans and Eileen Van Koppen, individually;
Harald Wagner;
Harlan Kossow;
Harrison Hill and Lauren Wilson,
individually;
Harry and Marilyn Lehr, individually;
Harry Joe;
Hayden and Raquel White, individually;
Heidi C. Kurtz, Trustee of the Gunild Walsh
Seadrift Qprt FBO Heidi C. Kurtz;
Hector and Rocio Torres, individually;
Heliberta Valencia;
Help of Ojai, Inc.;
Henry and Moira Tarmy, individually;
Hermann and Gay Thomsen, individually;
H. H. Leard and Beverly Leard, individually
as Trustees to the Leard Family Trust
Hickey Bros Land Co. Inc.;
Holly Bassuk;
Howard and Ruth Miller, individually;
Howard Altman, Trustee of the Gerta Maritz
Trust;
Hoyt Tarola;
Ian and Carol Atkinson, individually;
Ignacio and Rose Vega, individually;
Imelda Mares, Trustee of the Imelda Mares
Trust;
Industrial Ventura;
Integritas Ojai, LLC;
Irma Cruz;
Irshad and Linda Haque, individually;
Isidro Sanchez;
J Investments;
J McGlinchey;
Jack and Marie Kenton, individually;
Jack and Simone Patterson, individually;
Jack and Verna Turbyville, individually;
Jacob and Anja Zimmerman, individually;
Jacqueline Dorfman, Trustee of the
Jacqueline Dorfman Revocable Living Trust;
Jacqueline Urband;
Jakob and Marianne Vos, individually;
James and Alisa Varney, individually;
James and Daniela Casey, individually;
James and Dori Sandefer, individually;
James and Janet Lecroy, individually;
James and Laura Fernandez, individually;
James and Maryetta Sanders, individually;
James and Penny Harvey, individually;
James and Randi Catlett, individually;
James and Wendy Osher, individually;
James Data;
James Finley, Trustee of the James and M.
Reen Finley Family Trust;
James Finch, Trustee of the Finch Family
Trust;
James J. Finch and Lorraine Holve Finch,
individually as Trustees of the James J.
Finch and Loraine Holve Finch Living Trust;
James Paul Finch;
James Kirk and Jacelyn Hayes, individually;
James Selman, Trustee of the James C.
Selman Revocable Inter Vivos Trust;

1 James W. Coultas and Margaret Coultas,
2 Trustees of the James A. and Margaret H.
3 Coultas Intervivos Trust;
4 Terry Coultas Wilson;
5 James W. Coultas, Trustee of the Coultas
6 Living Trust;
7 Jan and Priscilla Granade, individually;
8 Jane Mccord, Trustee of the Jane Ann
9 Mccord Living Trust;
10 Janet Mcginnis, Trustee of the Janet Karen
11 Mcginnis Trust;
12 Janice and Jesse Hillestad, individually;
13 Janice Hall, Trustee of the Hall Trust;
14 Janis Long Nicholas and Jess E. Long,
15 individually as Co-Trustees of the Long
16 Family Trust;
17 Jason and Jene Loomis, individually;
18 Jason and Kathryn Headley, individually;
19 Jason and Lana Spear, individually;
20 Jason Loomis;
21 Jasper and Jessica Jones, individually;
22 Jayne Pendergast, Trustee of the 2014 Jayne
23 E Pendergast Trust;
24 Jeff and Cheree Simons, individually;
25 Jeff and Desiree Wilby, individually;
26 Jeff Mabry;
27 Jefferie Skaggs and Timothy Bunce,
28 individually;
Jeffrey and Denise Helm, individually;
Jeffrey and Donna Meyer, individually;
Jeffrey and Holly Lieber, individually;
Jeffrey Jenson;
Jeffrey Kenton, Trustee of the Jeffrey T.
Kenton 2004 Revocable Living Trust;
Jeffrey S. Bacon, Trustee of the Villa Nero
Trust;
Jeffrey Weinstein;
Jeffry and Fiona Pougher, individually;
Jennifer Kistler, Trustee of the Jennifer L
Kistler Trust;
Jeremy and Britannia Rennie, individually;
Jeri Leonard;
Jerome H. Hittleman and Lynne M.
Goldfarb, Trustees of the Jerome H.
Hittleman and Lynne M. Goldfarb
Revocable 2016 Trust;
Jerry Dean Miner and Geraldine Ann Miner,
Trustees of the Miner Trust;

Jess Earl Long;
Jessie Stricchiola and Rosemary Garrison,
individually as Trustees of the Phoenix
Revocable Trust;
Jesus and Maria Ramos, individually;
Jill Olivares, Trustee of the Jill Ann Olivares
Revocable Living Trust;
Jimmy and Theresa Ramirez, individually;
JLB Rancho Vista, LLC;
Joan Geddes and John Saluppo, individually;
Joan Robles;
Joann Benson, Trustee of the Joann Alva
Benson Revocable Living Trust;
Joanne Barnes, Trustee of the Barnes Family
Trust;
Joel Fox and Jennifer Day, individually;
Joel Vuylsteke, Trustee of the Country Club
Trust;
Johanna Rae Long;
John and A. Elrod, individually;
John and Alitea Maruszewski, individually;
John and Crystal Peakes, individually;
John and Janis Nicholas, individually;
John and Lucille Elrod, individually;
John and Monica Hartmann, individually;
John and Norma Curtis, individually;
John and Parris Collins, individually;
John and Patricia Essick, individually;
John and Tonya Peralta, individually;
John and Victoria Bortolussi, individually;
John Battel, Trustee of the John J Battel
Living Trust;
John Broomfield, Trustee of the John
Nicholas Broomfield Trust;
John F. Johnston and Katherine M. Johnston,
individually as Trustees of the John Fraser
Johnston Family Trust;
John Haigh, Jr.;
John Kertis;
John Mutlow;
John Pace, Trustee of the John Brice Pace
Family Trust;
John Richardson;
John Vineyard;
John Warner and Jennifer Dunn,
individually;
John Willingham;
John Winspear;

1 John Young;
2 Jonathan Wong and Jan Komura,
3 individually;
4 Jose and Imelda Hurtado, individually;
5 Jose and Lisa Mendez, individually;
6 Jose Arreola Jr. and Paola Carreno,
7 individually;
8 Jose Olvera and Alma Valenciano,
9 individually;
10 Joseph and Drenda Pledger, individually;
11 Joseph Lynn and Elvira Lilly Barthelemy,
12 individually and Trustees of the Joseph Lynn
13 Barthelemy and Elvira Lilly Barthelemy
14 2002 Family Trust;
15 Joseph and Kathleen Lasalle, individually;
16 Joseph and Michelle Harwell, individually;
17 Joseph and Nina Neulight, individually;
18 Joseph and Shirley Gholson, individually;
19 Joseph Lam;
20 Joseph Randall, Trustee of the Joseph
21 Darden Randall Revocable Trust;
22 Joseph Reseigh;
23 Joseph Tooker;
24 Joshua and Jennifer Goldstein, individually;
25 Joshua Moreau;
26 Joyce and Frank Patota, individually;
27 Juan and Gloria Estrada, individually;
28 Juan and Maria Martinez, individually;
Judith Reichman and Harold Brown,
individually;
Julianne Bloomer and Philip Rabe,
individually;
Julie Centeno;
Julio Luna and Debbie Lun, individually;
June Sears, Trustee of the June Katherine
Sears Living Trust;
Jupeto Properties, LLC;
Kac LLC;
Karen L. Hanson and Lawrence S. Hanson,
Trustees of the Hanson L.S. Revocable
Living Trust;
Karen Phipps, Trustee of the Phipps Family
Trust;
Karin Dron, Trustee of the Boyd S. Dron and
Karin K. Dron Joint Living Trust;
Karin L. James, Trustee of the James Family
Trust;
Karl and Beverley Mallette, individually;

Katharine and John Broesamle, individually;
Kathleen and Adam Morrison, individually;
Kathleen and Thomas German, individually;
Kathleen Bachelor;
Kathleen Nolan, Trustee of the Kathleen
Ann Nolan Revocable 2006 Family Trust;
Kathryn Bartholomew, Trustee of the
Kathryn Oconnor Bartholomew Living
Trust;
Kathy Alderman;
Katz Pincetl Orchard, LLC;
Kay Dornbusch, Trustee of the The
Dornbusch Family Living Trust;
Keith and Anahid Jewett, individually;
Keith and Robin Lawson, individually;
Keith and Victoria Nightingale, individually;
Kelley and John Dyer IV, individually;
Kelvin Dodd and Deborah Gomez,
individually;
Kenett Niessen;
Kenneth and Anne Boydston, individually;
Kenneth and Brenda Whitteker, individually;
Kenneth and Carol Ferguson, individually;
Kenneth and Elizabeth Gruber, individually;
Kenneth and Laura Brown, individually;
Kenneth and Michael Ballard, individually;
Kenneth and Sarah Van Dyke, individually;
Kenneth Morgan;
Kenneth Vadnais;
Kern County;
Kevin and Asli Ruf, individually;
Kevin and Jennifer White, individually;
Kevin and Joanne Olsland, individually;
Kevin and Jodi Dunn, individually;
Khaled A. Al-Awar and Sheryl L. Al-Awar,
individually as Trustees of the K. and S. Al-
Awar Family Trust;
Kiki Lyon, Trustee of the Kiki Lyon Living
Trust;
Kim Hanna, Trustee of the Hanna Family
Trust;
Kristan Altimus;
Kurt and Dayna Roggenstroh, individually;
Kurt and Luisa Neher, individually;
Kurt Patrick Zierhut and Stephanie Lee
Zierhut, Co-Trustees of the Living Trust of
Kurt Patrick Zierhut and Stephanie Lee
Zierhut;

1 Lanspring, LP;
2 Larry and Joyce Heath, individually;
3 Larry Davis;
4 Larry Hubenthal, Trustee of the Larry
5 Hubenthal Living Trust;
6 Larry Neff, Trustee of the Larry Neff Trust;
7 Las Encinas Mobile Home Park;
8 Laura B. Peck and Andrew D. Viles,
9 individually as Trustees of the William L.
10 and Laura B. Peck Trust - Marital Trust;
11 Laura Green, Trustee of the Green Survivors
12 Trust;
13 Laurie Johnson, Trustee of the Laurie A.
14 Johnson Living Trust;
15 Laurie Smith;
16 Lawrence and Sharon McMillan,
17 individually;
18 Lawrence I. and Patricia A. Hartmann,
19 individually as Trustees of the Larry and Pat
20 Hartmann Family Trust;
21 Lee and Janet Cassel, individually;
22 Lee Fitzgerald, Trustee of the Lee I
23 Fitzgerald 2007 Revocable Living Trust;
24 Lee Lebeck;
25 Lee Rosenbaum, Trustee of the Chief
26 Cornerstone Trust;
27 Leon and Caroline Pahle, individually;
28 Leonard Petitt and Kay Rolfe, individually;
Leslee and Terry Gustafson, individually;
Leslie McCleary;
Lester L. and Linda L. Barbee, individually
as Trustees of the Lester L. Barbee and
Linda L. Barbee Joint Revocable Living
Trust;
Liana Harp and Nathan Jones, individually;
Lilian Ruvalcaba;
Linda Chapman, Trustee Linda of the Jean
Chapman Living Trust;
Linda Griffin;
Linda McLaughlin, Trustee of the Linda
Landrieu McLaughlin Living Trust;
Linda Oliver, Trustee of the Linda A Oliver
2005 Revocable Living Trust;
Lipka Richard, Trustee of the Lorraine Trust;
Lisa Lopez and Brian Merrill, individually;
Lisa Smith and Nathaniel Cox, individually;
Lloyd Smith;
Logan and Misty Hagege, individually;

Logan and Tiffany Gould, individually;
Lois Stone Erburu, as Trustee of the
Surviving Spouse's Trust created in the
Robert and Lois Erburu Living Trust;
Lon and Margareta Kirkgaard, individually;
Longhorn Lane, LLC;
Lorene Cleary;
Lori Schloretdt;
Lou and Barton Matthews, individually;
Louis Gutierrez, Jr. and Irene Gutierrez,
individually;
Louis Price;
Louise and Gary Culver, individually;
Louise Konstanzer, Trustee of the Ron and
Louise Konstanzer Family Trust;
Louise Tindle, Sole Trustee of the "Bypass
Trust" created under the Tindle Trust;
Luis Herrera and Kimberly Oyama,
individually;
Lupe Milner, Trustee of the Lupe Milner
Family Trust;
Lydia Jimenez;
Lyle and Cecilia Hallblom, individually;
Lyndon Hebenstreit;
Lynn Coleman;
Lynn Pike, Trustee of the Lynn 2016 Trust;
Lysiane Wallis;
M. Snyder;
Malcolm and Brenda Knight, individually;
Malcolm and Kelley McDowell,
individually;
Mandy Macaluso, Trustee of the Living
Trust of Mandy Macaluso;
Manuel Almeida and Kevin Bagley,
individually;
Marcus and Amy Hueppe, individually;
Marcus and Eva Kettles, individually;
Margaret M. Aldrich, Trustee of the Russell
F. Aldrich and Margaret M. Aldrich
"Decedent's Trust," and Trustee of the
Russell F. Aldrich and Margaret M. Aldrich
Living Trust;
Margo Kelly, Trustee of the Kelly Trust;
Maria Blasco;
Maria Collins;
Marie W. Wallace, Trustee of the Marie
Weismiller Wallace Separate Property Trust;
Marika Zoll;

1 Marilyn Sweeney, Trustee of the Marilyn
2 Sweeney Revocable Living Trust;
3 Mario and Shawn Reyes, individually;
4 Marion and Betty Earnest, individually;
5 Mark and Colleen Rusin, individually;
6 Mark and Connie Cline, individually;
7 Mark and Helen Moskovitz, individually;
8 Mark and Marcia Albertsen, individually;
9 Mark Bellini;
10 Mark W. Etchart, Trustee of the Mark W.
11 Etchart Separate Property Trust, and Trustee
12 of the Michel A. Etchart Separate Property
13 Trust;
14 Marsha MacDonald;
15 Marshall and Dina Murphy, individually;
16 Martha Fast, Trustee of the Martha L Fast
17 Living Trust;
18 Martha Laliberte;
19 Martha Moran;
20 Martin and Barbara Pops, individually;
21 Martin and Natalie Ehrlich, individually;
22 Martin and Patricia Henderson, individually;
23 Mary and Thomas Snow, individually;
24 Mary Downer, Trustee of the Arthur and
25 Mary Downer Family Trust;
26 Mary L. Vomund, Trustee of the Mary L.
27 Vomund 1987 Trust;
28 Mary Thomas, Trustee of The Thomas
Survivors Trust;
Mary Wingate, Trustee of the Mary Louise
Wingate Trust;
Mattawa and Rond Larue Clements,
individually;
Matthew and Judy Farmer, individually;
Matthew and Kimberly Hultgen,
individually;
Max Reed;
Maximiano and Norma Ortiz, individually;
J. McGlinchey;
McNell Creek Ranch, a general partnership;
McNell Properties, LLC;
Melesio Ramirez;
Melissa Van Sclen;
Merl and Kim Melstrand, individually;
Michael and Allison Sedlak, individually;
Michael and Annell La Barge, individually;
Michael and Barbara McCarthy,
individually;

Michael and Bernard Clark, individually;
Michael and Carol Jackson, individually;
Michael and Dianna Farrar, individually;
Michael and Heidi Bradbury, individually;
Michael and Kimberly Robertson,
individually;
Michael and Nancy Krumpschmidt,
individually;
Michael and Sharon Williams, individually;
Michael and Sonja Barrett, individually;
Michael and Terri Imwalle, individually;
Michael Chambliss;
Michael Hoover, Trustee of the Michael
Hoover Living Trust;
Michael Kelley;
Michael L. Delamore and Deborah Finley-
Delamore, individually as Trustees of the
Delamore Finley Family Trust;
Michael Lombardo, Trustee of the Michael
Lombardo Living Trust;
Michael Marietta, individually and as
Trustee of the Marietta Separate Property
Trust;
Michael Prentice;
Michael Purdy, Trustee of the Purdy Family
Revocable Trust;
Michael Saleh, Trustee of the Saleh and Lea
Saleh 1984 Family Trust;
Michael T. Marshall and Lisa Skyheart
Marshall, individually as Trustees of the
Marshall Living Trust;
Micky Froelich;
Miguel and Elvia Ramirez, individually;
Miguel Estrada;
Murelle Stevens, Trustee of the Stevens
Family Trust;
Nancy Ferrell, Trustee of the Nancy A.
Ferrell Family Trust;
Nancy Graham;
Nancy Jackson, Trustee of the Nancy J.
Jackson Living Trust;
Natalia Moore, Trustee of the Moore Family
Trust;
Nathan Allen;
Nathaniel and Suzette O'Grady,
individually;

1 Nathaniel Traudt and Karen Traudt,
2 individually and as Trustees of the Traudt
3 Family Trust;
4 Neil and Patricia Friedrichsen, individually;
5 Neil Kreitman, Trustee of the Neil Kreitman
6 Living Trust;
7 Nick and Morna Taminich, individually;
8 Nick Daily;
9 Nina Menconi;
10 Nye Ranch, LLC;
11 Oak Haven, LLC;
12 Oak View Sanitary District;
13 Krishnamurti Foundation of America;
14 Oilfield Service and Truck Co.;
15 Oilfield Service and Truck, Inc.;
16 Ojai Assembly of God, Inc., dba Ojai's
17 Church of the Living Christ, Inc.
18 Ojai Home, LLC;
19 Ojai Unified School District;
20 Ojai Valley Athletic Club;
21 Ojai Valley Land Conservancy;
22 Ojai-Jackman, LLC;
23 Ole Behrendtsen;
24 Olga and Trent Jones, individually;
25 Orin Jr. and Karen Chappell, individually;
26 Orville Hervnall, Trustee of Hervnall Orville
27 and Marion Orville Trust;
28 Oscar and Mary Kaas, individually;
Oscar Acosta, Trustee of the Acosta Trust;
OST Trucks and Cranes;
Ovis, LLC;
Pamela Grau, Trustee of the Pamela Grau
Living Trust;
Pamela Melone, Trustee of the Pamela M.
Melone Living Trust;
Patricia Boan and Alina Hoffman,
individually;
Patricia Boan and John Hoffman,
individually;
Patricia Marshall, Trustee of the Patricia
Ann Marshall Trust;
Patricia McPherson;
Patricia McGann;
Patricia Unruhe and Andrew Jarvis,
individually;
Patrick Henderson and Jessica Maharry,
Trustees of the Maharry Henderson Family
Trust;

Patrick Tumamait;
Paul and Aldine Hennigan, individually;
Paul and Janet Bailey, individually;
Paul and June Clem, individually;
Paul and Kim Robie, individually;
Paul and Maelyn Ebert, individually;
Paul and Sally Centeno, individually;
Paul Fonteyn, individually;
Paul Holahan and Julie Grist, individually;
Paul Lepiane and Bo Bengtson, individually;
Paula Brown, Trustee of the Paula Jean
Brown Trust;
Paula Lasiter;
Paula McCullough, Trustee of the Paula J.
McCullough Living Trust;
Pauline Mercado, Trustee of the Pauline
Mercado Revocable Trust;
Pedro Cisneros;
Pedro Tepesano;
Per and Inge Christiansen, individually;
Perry Family, LLC;
Peter and Linda Daprix, individually;
Peter and Norma Dworkis, individually;
Peter Dufau;
Peter Passell;
Peter Strauss and Rachel Ticotin,
individually;
Petrochem Development I, LLC;
Philip and Darylyn Long, individually;
Philip and Mary Pierpont, individually;
Philip and Robert Pierpont, individually;
Philippe and Betsy Caland, Trustees of the
Philippe M. and Betsy C. Trust;
Preparatory Villanova;
Quint Morris;
Rachel Kondor and Brian Segee,
individually;
Rafael and Magdalena Villalpando,
individually;
Raffi J. Mesrobian and Myrna R. Mesrobian,
individually as Trustees of the Mesrobian
Family Trust;
Rainer Buschmann and John Johnston,
individually;
Ralph and Lynne Lundy, individually;
Ramaa Mosley;

1 Randal R. O'Connor, Successor Trustee of
2 the Red Clay Trust, and Successor Trustee of
3 the Le Cedre Trust;
4 Ranjit Sevaprakasam;
5 Ray Hall, Trustee-in-Trust of the 30 Acre
6 Trust;
7 Raymond and Esther Kardly, individually;
8 Raymond and Eva Lyons, individually;
9 Raymond Magee and Linda Taylor,
10 individually;
11 RDK Land, LLC;
12 Rebecca Adams;
13 Red Mountain Land and Farming, LLC;
14 Reeves Orchard, LLC;
15 Refugio Gomez;
16 Rex and Heidi Lanning, individually;
17 Reynolds Fleming;
18 Ricardo Gonzalez;
19 Richard and Billie Sumner, individually;
20 Richard and Emily Cargill, individually;
21 Richard and Katherine Godfrey,
22 individually;
23 Richard and Lee Harper, individually;
24 Richard and Marilyn Kallas;, individually
25 Richard and Nancy Francis, individually;
26 Richard and Teresa Turner, individually;
27 Richard Dodson, Trustee of the Richard E.
28 Dodson 2010 Revocable Trust;
Richard Francis;
Richard Frey and Wendy Appleby,
individually;
Richard and Emma Kline, individually;
Richard Lowen;
Richard Magana;
Richard Mcgrath, Trustee of the Richard K
McGrath Living Trust;
Richard Sojka;
RJPR Ltd. Partnership;
Robert and Anamaria Schmid, individually;
Robert and Antoinette Tivy, individually;
Robert and Diana Petropulos, individually;
Robert and Dianne Stone, individually;
Robert and Dominique Daniels, individually;
Robert and Dora Balitzer, individually;
Robert and Emily Martin, individually;
Robert and Gaea Cannaday, individually;
Robert and Geraldine Hunsaker,
individually;

Robert and Jacqueline McDaniel,
individually;
Robert and Janice Hastie, individually;
Robert and Marilyn Salas, individually;
Robert and Maureen Young, individually;
Robert and Sheila Ghen, individually;
Robert and Sonia Rodarte, individually;
Robert and Taundra Roddick, individually;
Robert and Anna J. Auric, individually as
Trustees of the Auric Anna J. Family Trust;
Robert Calder Davis, Jr., Trustee of the
Robert Davis Surviving Spouse's Trust,
Trustee of the Davis Family Bypass Trust
and Trustee of the Davis Family Trust;
Robert Dekkers;
Robert Erickson and Ronald Wilson,
individually;
Robert Grasmere;
Robert Polidori and Brittany Sanders,
individually;
Roberto and Maria Alonso, individually;
Rocky Mann;
Roderick and Joyce Greene, individually;
Roger and Susan Dickens, individually;
Roger Burke;
Roger Haley; Trustee of the Roger and
Christina Haley Survivors Trust;
Roger Walker;
Rogers-Cooper Memorial Foundation;
Ronald and Bette Bluhm, individually;
Ronald and Julia Bruns, individually;
Ronald Blood and Linda Jordan,
individually;
Ronald E. Novak and Linda L. Lewis,
individually as Trustees of the Novak Family
Trust;
Ronald K. Freeland and Doreen Freeland,
individually as Trustees or their successors
in interest of the Freeland Trust and any
amendment;
Ronald L.R. Hill and Debi R. Hill, Trustees
of the R&D Hill Family Trust;
Ronald Vogt;
Rosemarie Singer;
Rosemary Payne, Trustee of the Rosemary
Payne Trust;
Ross Anderson;

1 Rowland A. Hill II and Brenda M. Hill,
2 individually as Trustees of the Trust dated
3 November 1, 2002;
4 Roy Hicks, Trustee of the Roy and
5 Jacquelyn Hicks Family Trust;
6 Ruben and Marisa Martinez, individually;
7 Ruben Chavez;
8 Ruben Magana and Janette Lupercio,
9 individually;
10 Rudy Baez;
11 Russel and Laura Alford, individually;
12 Russell and Golden Wiley, individually;
13 Russell Waldrop, Trustee of the Russell B.
14 Waldrop Living Trust;
15 Ryan and Lauren Nichols, individually;
16 Sabino and Nicki Perez, individually;
17 Sabrina Venskus, Trustee of the Sabrina
18 Venskus Living Trust;
19 Sally Crain;
20 Salvatore Scarpato;
21 Samuel and Joanna Schindel, individually;
22 Samuel Eaton;
23 Santa Ana Ranch, Inc.;
24 Sarah Young;
25 Saunie Krewson;
26 Scott and Brittany Denton, individually;
27 Scott and Carol Rasmussen, individually;
28 Scott and Keela Allison, individually;
Scott and Maria Hertzog, individually;
Scott and Michele Supan;
Scott Chasse, Trustee of the Scott Chasse
Revocable Living Trust;
Scott Forsyth and Joy Fedele, individually;
Scott Lundy, Trustee of the Scott Lundy
Trust;
Scott Luttenberger and Natasha Wilcox,
individually;
Scottie Monical;
Sean and Leslie Bennett, individually;
Serafin and Martha Flores, individually;
Sevan Gerard;
Shahram Shahrokhfar and Dina Nava,
individually;
Shanks Investment Group, LLC;
Shawn Fulbright, Trustee of the Shawn
Fulbright 2014 Revocable Trust;
Shawn Reed;
Shell Oil Co.;
Sherrice and John Weeces, individually;
Sherrie Daily;
Sheryl Shushan;
Shippee, LLC;
Shull Bonsall, Jr., Trustee of the Shull
Bonsall Family Trust;
Evangeline Bonsall Smith, a married
woman;
Sidney and Jayne Rice, individually;
Steven P. Smith and Lynn Davis-Smith,
individually as Trustees of the Smith
Revocable Living Trust;
Southern California Edison Co.;
Southern California Associated Investors,
Ltd.;
Spencer and Bailey Hill, individually;
SRPS, LP;
Stacy Cadenasso;
Stanley and Theresa Wyatt, individually;
Stanley and W Hubbell, individually;
State of California, Department of
Transportation;
Stefan Kozak and Ana Lopes, individually;
Stephanie and Cheryl Beas, individually;
Stephen Matzkin, Trustee of the Stephen
Matzkin Trust;
Stephen Turner, Trustee of the Stephen R.
Turner Living Trust;
Steven and Brent Kanaly, individually;
Steven and Christine Vaughan, individually;
Steven and Ka Raphaelz, individually;
Steven and Karen Erickson, individually;
Steven and Krissell Dutter, individually;
Steven Elliot Edelson, Trustee of the Los
Angeles Entertainment Trust;
Sumeet Bhatia and Michael McDonald,
individually;
Sumpuran Khalsa, Trustee of the Sumpuran
S. Khalsa Living Trust;
Suria and John Gottesman, individually;
Susan Bee, Trustee of the John and Susan
Bee Family Trust;
Susan Conley, Trustee of the William and
Susan Conley Family Trust;
Susan Diller, Trustee of the Susan J Diller
Trust;
Susan Garand;

1 Susan Gruber, individually and as Trustee of
2 the Susan Gruber Living Trust;
3 Susan McCord-Neufeld;
4 Susan Moll;
5 Susan Webster;
6 Suzanne Harvey, individually and as Trustee
7 of the Suzanne G. Harvey Revocable Trust;
8 T Bone Holdings, LLC;
9 Tanya Smith and Michael Montano,
10 individually;
11 Tanya Starceвич;
12 Ted Robinson, Trustee of the Robinson
13 Family Trust;
14 Telos Development Ojai, LLC;
15 Terry Wilson, Trustee of the Terry Coultas
16 Wilson Living Trust;
17 The Ojai Rental, LLC;
18 The Roman Catholic Archbishop of Los
19 Angeles, a sole corporation;
20 Theodor and Lore Exner, individually;
21 Theresa Stark;
22 Thomas and Cynthia Carver, individually;
23 Thomas and Nanette Benbrook, individually;
24 Thomas and Jadona Collier Harper,
25 individually;
26 Thomas Jackson;
27 Thomas Tamplin and Michelle Wells,
28 individually;
Thomas Walbridge, Trustee of the Thomas C
Walbridge Trust;
Three Oaks, LLC;
Three Sisters Orchard, LP;
Timothy and Cheryl Austin, individually;
Timothy and Kathleen McHugh,
individually;
Timothy and Kathryn Moran, individually;
Timothy and Linda Turner, individually;
Timothy and Mary Williamson, individually;
Timothy Jones;
Todd and Christina McGinley, individually;
Todd Ryan and Jessica Click, individually;
Todd Tullett, Trustee of the Todd Tullett
Revocable Living Trust;
Tom and Nancy Roland, individually;
Tony and Heather Carlos, individually;
Tracey and Melanie Boulton, individually;
Trent and Kris Greco, individually;
Tyler and Maria Barrell, individually;

Tyler Labine and Carrie Ruscheinsky,
individually;
Uldine and Fabien Castel, individually;
Uriel and Chieko Lopez, individually;
US Natural Resources, Inc.;
Vanlaw Investment Corp.;
Ventura Land Trust;
Ventura Unified School District;
Vicente Guzman;
Vicki Daw;
Vicki L. Hollingsworth, Trustee of the
Hollingsworth Trust;
Virginia M. McCarthy, Trustee of the
Virginia M. McCarthy Living Trust;
Virginia Siegfried, Trustee of the Virginia A.
Siegfried Revocable Trust;
Vivian Arber;
Vivienne Moody;
Walter and Evelyn Golis, individually;
Walter and Linda Boysiewick, individually;
Walter McGowan, Individually and as
Trustee of the Walter Robert McGowan
1995 Trust;
Wanda and Meniford Canterberry,
individually;
Watermark Carp II LLC;
Wayne Tate and Janice Priebe-Tate,
individually as Trustees of the Tate Trust, as
community property;
Weiss Investment Properties;
Wendy and David Churchill, individually;
Werner and Elva Fischer, individually;
Wesley Scott and Kasey Perins, individually;
West Crag Glen Smith, Successor Trustee of
the Melissa Irene Elizabeth Smith
Irrevocable Special Needs Trust - 1993;
Willi and Stefanie U. Coeler, individually
and as Trustees of the W. and S. Coeler
Living Trust;
William and Cynthia Anderson, individually;
William and Jacqueline Boch, individually;
William and Lorraine Walsh, individually;
William and Melinda Welch, individually;
William and Susan Luther, individually;
William B. Hart, Jr., Trustee of the
Constance Eaton Personal Residence Trust;
William Bailey, Trustee of the William F.
Bailey Living Trust;

1 William Brothers, Trustee of the William C.
2 Brothers Living Trust;
3 William Erickson;
4 William F. Newton and Charlotte R.
5 Newton, individually as Trustees of the
6 Newton Family Trust;
7 William Gilbreth, Trustee of the William J.
8 Gilbreth Trust;
9 William Hawksworth;
10 William Lowes;
11 William L. Reynolds;

William White, Trustee of the William C.
White Trust;
William Whorf;
Wilmetta Davis;
Winfried and Carol Boersch, individually;
Wynn Johnson and Lisa Ayala Johnson,
individually;
Yan and Alili Comment, individually;
Yarrow and Caroline Cheney, individually;
Yitzhak and Smadar Orlans, individually;
Yvon and Malinda Chouinard, individually;
Zobeida Olson

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Overlying Landowners

94. Pursuant to California Civil Procedure Code section 836(d)(1)(A), City will serve the owners all real property overlying the Watershed’s Groundwater Basins (“Overlying Landowners”) with this Third Amended Cross-Complaint and court-approved notice of adjudication and form answer. Pursuant to California Civil Procedure Code section 836(k), upon receipt of the requisite notice, Overlying Landowners interested in this proceeding shall have the duty to appear in this action and become a party if they so choose.

Interested Persons

95. All Persons Who Own an Interest in Land Adjacent to the Ventura River or Its Tributaries or in Land Overlying the Ventura River Watershed’s Groundwater Basins, and Claim an Interest to Divert, Pump, Extract or Store Water From, Under or on That Land.

Roe Cross-Defendants

96. City is informed and believes that:

(a) Cross-Defendants Roes 1 through 50 operate wells and/or diversions which extract surface and/or subsurface water from the Ventura River.

(b) Cross-Defendants Roes 51 through 100 operate wells and/or diversions which extract surface and/or subsurface water from Matilija Creek.

1 (c) Cross-Defendants Roes 101 through 150 operate wells and/or diversions
2 which extract surface and/or subsurface water from North Fork Matilija Creek.

3 (d) Cross-Defendants Roes 151 through 200 operate wells and/or diversions
4 which extract surface and/or subsurface water from San Antonio Creek.

5 (e) Cross-Defendants Roes 201 through 250 operate wells and/or diversions
6 which extract surface and/or subsurface water from Coyote Creek.

7 (f) Cross-Defendants Roes 251 through 300 operate wells and/or diversions
8 which extract surface and/or subsurface water from Cañada Larga Creek.

9 (g) Cross-Defendants Roes 301 through 350 operate wells and/or diversions
10 which extract surface and/or subsurface water from Santa Ana Creek.

11 (h) Cross-Defendants Roes 351 through 400 operate wells which extract water
12 from the Upper Ventura River Groundwater Basin.

13 (i) Cross-Defendants Roes 401 through 450 operate wells which extract water
14 from the Ojai Valley Groundwater Basin.

15 (j) Cross-Defendants Roes 451 through 500 operate wells which extract water
16 from the Lower Ventura River Groundwater Basin.

17 (k) Cross-Defendants Roes 501 through 550 operate wells which extract water
18 from the Upper Ojai Valley Groundwater Basin.

19 (l) Cross-Defendants Roes 551 through 1,000 are the owners, lessees, or other
20 persons or entities (i) holding or claiming to hold ownership or possessory interests in real
21 property within the boundaries of the Watershed; (ii) extracting water from the Watershed; (iii)
22 claiming some right, title, or interest to water located within the Watershed; or (iv) having or
23 asserting claims adverse to City's rights and claims.

24 97. City is unaware of the true names and capacities of Cross-Defendants Roes 1
25 through 1,000. When the City becomes aware of their trues names and capacities, it will seek
26 leave of court to amend this Cross-Complaint accordingly.

27
28

BACKGROUND

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2
3 98. The Watershed is located in western Ventura County, with a small section located
4 in eastern Santa Barbara County. The City is informed and believes that the Watershed is fan-
5 shaped and covers 226 square miles.

6 99. The Ventura River and its headwater tributary run through the center of the
7 Watershed along a 33.5 mile stretch from its headwaters in the Transverse Ranges to the Pacific
8 Ocean.

9 100. The Ventura River and its headwater tributary is fed by several major tributaries,
10 including Matilija Creek, North Fork Matilija Creek, San Antonio Creek, Cañada Larga Creek,
11 and Coyote Creek.

12 101. Lake Casitas is a man-made reservoir located in the Watershed primarily filled by
13 runoff from Coyote Creek and Santa Ana Creek and water diverted from the Ventura River.

14 102. The Ventura River consists of five distinct reaches starting upstream from the
15 Pacific Ocean: Reach 1 (Pacific Ocean to Ventura River Estuary), Reach 2 (Ventura River
16 Estuary to Foster Park), Reach 3 (Foster Park to the San Antonio Creek Confluence), Reach 4
17 (just above the Ventura River's confluence with San Antonio Creek to below the Robles
18 Diversion Facility), and Reach 5 (Robles Diversion Facility to confluence of Matilija Creek and
19 North Folk Matilija Creek).

20 103. There are four significant groundwater basins in the Watershed:

- 21 (a) Upper Ventura River Groundwater Basin (DWR Bulletin 118,
22 Groundwater Basin Number 4-3.01);
23 (b) Ojai Valley Groundwater Basin (DWR's Bulletin 118, Groundwater Basin
24 Number 4-2);
25 (c) Lower Ventura River Groundwater Basin (DWR's Bulletin 118,
26 Groundwater Basin Number 4-3.02); and
27 (d) Upper Ojai Valley Groundwater Basin (DWR's Bulletin 118 Groundwater
28 Basin Number 4-1)

1 (collectively “Watershed’s Groundwater Basins”). There is a hydrological connection between
2 the Ventura River and its tributaries and the Watershed’s Groundwater Basins. Three maps of the
3 Watershed and the Watershed’s Groundwater Basins are attached as **Exhibit A**.

4 104. In its First Amended Complaint and Verified Petition for Writ of Mandate
5 (“Complaint”), Plaintiff Santa Barbara Channelkeeper (“Channelkeeper”) alleges that City’s use
6 of the Ventura River water harms the steelhead trout and its critical habitat and exceeds water
7 quality standards. Channelkeeper also alleges City’s use of water is unreasonable and violates the
8 public trust doctrine. Channelkeeper further alleges that City’s water rights are subordinate to
9 upstream riparian and overlying groundwater rights in the Ventura River Watershed.

10 105. City is informed and believes that Cross-Defendants’ use of water from the
11 Ventura River and the Watershed’s Groundwater Basins reduces the surface and/or subsurface
12 water flow of the Ventura River.

13 106. City is informed and believes and thereon alleges that there are conflicting claims
14 of rights to the Watershed and/or its water.

15 107. City is informed and believes and thereon alleges that it has pueblo, prescriptive,
16 and/or appropriative rights to water in the Watershed. City is a successor to the Mission San
17 Buenaventura pueblo water right, which gives it a priority to use sufficient water from the
18 Ventura River Watershed to meet its needs. It has utilized water from the Watershed for more
19 than five years prior to the filing of this Cross-Complaint. It has used the Watershed and/or its
20 water for reasonable and beneficial purposes; and it has done so under a claim of right in an
21 actual, open, notorious, exclusive, continuous, uninterrupted, hostile, adverse use and/or manner
22 for a period of time of at least five years before filing this Cross-Complaint. City holds pre-1914
23 appropriative water rights.

24 108. Upon information and belief, each Cross-Defendant claims a right to utilize water
25 and threatens to increase its taking of water without regard to the City’s rights. Cross-
26 Defendants’ pumping and/or diversions reduces Watershed groundwater tables and surface flows
27 and contributes to the deficiency of the Watershed water supply as a whole.

1 (d) City is exercising vested water rights.

2 116. City seeks a preliminary and permanent injunction reducing Cross-Defendants' use
3 of surface and/or subsurface water and groundwater affecting the surface and/or subsurface flow
4 of the Ventura River to a level of reasonable and beneficial use and a level that protects public
5 trust resources after a consideration of all water uses and users in the Watershed pursuant the
6 Court of Appeal's decision in Santa Barbara Channelkeeper v. City of San Buenaventura (2018)
7 19 Cal.App.5th 1176, 1192–1193.

8
9 SECOND CLAIM FOR RELIEF

10 (Public Trust Doctrine - Against All Cross-Defendants)

11
12 117. City incorporates by reference the allegations of paragraphs 1 through 110.

13 118. The public trust doctrine protects the environmental values of rivers and streams in
14 California for the benefit of the public, but is subject to parties reasonably exercising their water
15 rights. Additionally, public trust doctrine uses are limited by the doctrine of reasonable and
16 beneficial use.

17 119. Evaluating the City's reasonable and beneficial use of water requires consideration
18 of all other uses and users in the Watershed.

19 120. Evaluating the City's reasonable and beneficial use of water also requires
20 consideration of Water Code provisions and Statewide laws favoring domestic use of water;
21 conservation of water; service of safe, clean, affordable, and accessible water; and protection of
22 municipal water rights and the potential that non-flow related mitigation measures may
23 reasonably reduce the quantity of water required to protect the environment and public trust
24 resources.

25 121. Based on those considerations, City's use of water from the Ventura River and
26 Lake Casitas is reasonable and beneficial because:

27 (a) City's water is used for domestic purposes.

28

1 (b) City encourages conservation of water by its users, does not waste water in
2 its operations and only uses water for municipal purposes.

3 (c) City provides safe, clean, affordable and accessible water.

4 (d) City is exercising vested water rights.

5 122. City seeks a preliminary and permanent injunction reducing Cross-Defendants' use
6 of surface and/or subsurface water and groundwater affecting the surface and/or subsurface flow
7 of the Ventura River to a level of reasonable and beneficial use and a level that protects public
8 trust resources after consideration of Channelkeeper's claims.

9
10 THIRD CLAIM FOR RELIEF

11 (Declaratory Relief - Pueblo and/or Treaty Water Rights -
12 Against All Cross-Defendants)

13
14 123. City incorporates by reference the allegations of paragraphs 1 through 110.

15 124. The City, or a portion of it, is located within the boundaries of the former Mission
16 San Buenaventura. The designation of the Mission San Buenaventura and its subsequent
17 secularization led to the creation of a pueblo water right. The City is a successor to the pueblo
18 right which gives it a priority water right to use sufficient water from the Ventura River
19 Watershed to meet its needs.

20 125. City is located on land that used to be part of Mexico. While that land was part of
21 Mexico, a vested water right was established on it that was subsequently recognized by the
22 United States in the Treaty of Guadalupe-Hidalgo. City is a successor to the Mexican water right,
23 which has a priority over any right established under California law.

24 126. City contends that each Cross-Defendant's rights to utilize water from the
25 Watershed are subordinate to City's pueblo and/or treaty water rights and to the general welfare
26 of the citizens, inhabitants, and customers within City's jurisdiction.

1 FIFTH CLAIM FOR RELIEF

2 (Declaratory Relief - Appropriative Water Rights -
3 Against All Cross-Defendants)

4
5 134. City incorporates by reference the allegations of paragraphs 1 through 110.

6 135. City alleges that, alternatively or in addition to its prescriptive rights, it has priority
7 pre-1914 appropriative rights to utilize water from the Watershed based upon extensive historic
8 and beneficial use of local water in the Ventura River, including local water impounded and
9 collected in Lake Casitas.

10 136. An actual controversy has arisen between City and Cross-Defendants, and each of
11 them. City alleges, on information and belief, that all Cross-Defendants, and each of them, seek
12 to prevent City from exercising its priority pre-1914 appropriative rights to utilize water from the
13 Watershed.

14 137. City seeks a judicial determination of the rights of persons and/or entities with
15 overlying, appropriative, and prescriptive rights to utilize water from the Watershed.

16
17 SIXTH CLAIM FOR RELIEF

18 (Cal. Civ. Proc Code §§ 830-852 - Comprehensive Adjudication
19 and Physical Solution - Against All Cross-Defendants)

20
21 138. City incorporates by reference the allegations of paragraphs 1 through 110.

22 139. The physical solution doctrine imposes a duty on this Court to resolve competing
23 claims to water by cooperatively satisfying the reasonable and beneficial needs of each user while
24 protecting the substantial enjoyment of their prior rights. A physical solution can achieve this
25 result by: compelling non-flow related improvements for the protection of public trust resources
26 thereby preserving and protecting water supply for domestic use, the highest and best use, and for
27 irrigation use, the next highest and best use (Water Code section 106); augmenting the
28 Watershed's water supply; and imposing other measures. The physical solution is a practical way

1 of fulfilling the mandate of the California Constitution (article X, section 2) that the water
2 resources of the State be put to use to the fullest extent of which they are capable.

3 140. Further, the Code of Civil Procedure authorizes the comprehensive adjudication of
4 groundwater rights, including interconnected surface waters, and the imposition of physical
5 solution. Cal. Civ. Proc. Code §§ 830-852.

6 141. Accordingly, City seeks a physical solution among City and Cross-Defendants
7 regarding their respective uses of surface and/or subsurface water and groundwater affecting the
8 Ventura River.

9
10 SEVENTH CLAIM FOR RELIEF

11 (Declaratory Relief - Municipal Priority - Against All Cross-Defendants)

12
13 142. City incorporates by reference the allegations of paragraphs 1 through 110.

14 143. City has the right to utilize water from the Watershed to meet existing public water
15 needs and also to utilize increased amounts of water from the Watershed as necessary to meet
16 future public needs. City's rights to the Watershed's water exist both as a result of the priority
17 and extent of its pueblo, appropriative, and prescriptive rights, and as a matter of law and public
18 policy of the State of California: "It is hereby declared to be the established policy of this State
19 that the use of water for domestic purposes is the highest use of water and that the next highest
20 use is for irrigation." Cal. Water Code § 106.

21 144. California Water Code Section 106.5 provides: "It is hereby declared to be the
22 established policy of this State that the right of a municipality to acquire and hold rights to the use
23 of water should be protected to the fullest extent necessary for existing and future uses. . . ."

24 145. Under California Water Code Sections 106 and 106.5, City has a prior and
25 paramount right to Watershed water as against all non-municipal uses.

26 146. An actual controversy has arisen between City and Cross-Defendants. City
27 alleges, on information and belief, that Cross-Defendants dispute the contentions contained in the
28 preceding paragraphs of this Cross-Complaint. City is informed and believes, and on that basis

1 alleges, that the certain Cross-Defendants utilize water from the Watershed for non-municipal
2 purposes.

3 147. City seeks a judicial determination as to the correctness of its contentions and to
4 the amount of water the parties may utilize from the Watershed. City also seeks a declaration of
5 its right to utilize water from the Watershed to meet its reasonable present and future needs, and
6 that such rights are prior and paramount to the rights, if any, of Cross-Defendants to use
7 Watershed water for non-municipal purposes.

8
9 EIGHTH CLAIM FOR RELIEF

10 (Declaratory Relief - Human Right to Water - Against All Cross-Defendants)

11
12 148. City incorporates by reference the allegations of paragraphs 1 through 110.

13 149. City has the right to utilize water from the Watershed to meet existing public water
14 needs to protect the human right to water and also to utilize increased amounts of water from the
15 Watershed as necessary to meet future public needs to protect the human right to water. City's
16 rights to the Watershed's water exist both as a result of the priority and extent of its pueblo,
17 appropriative, and prescriptive rights, and as a matter of law and public policy of the State of
18 California: "It is hereby declared to be the established policy of the state that every human being
19 has the right to safe, clean, affordable, and accessible water adequate for human consumption,
20 cooking, and sanitary purposes." Cal. Water Code § 106.3.

21 150. Under California Water Code Section 106.3, City has a prior and paramount right
22 to Watershed water to protect the human right to water.

23 151. An actual controversy has arisen between City and Cross-Defendants. City
24 alleges, on information and belief, that Cross-Defendants dispute the contentions contained in the
25 preceding paragraphs of this Cross-Complaint. City is informed and believes, and on that basis
26 alleges, that the certain Cross-Defendants utilize water from the Watershed for purposes that are
27 inferior to the paramount human right to water.

1 to a level of reasonable and beneficial use and a level that protects public trust resources after
2 consideration of all water uses and users in the Watershed;

3 2. For a physical solution allocating City's and Cross-Defendants' reasonable and
4 beneficial use of water affecting the Ventura River Watershed, and protecting the substantial
5 enjoyment of their water rights;

6 3. For judicial declarations consistent with City's contentions in the Third, Fourth,
7 Fifth, Seventh, Eighth, and Ninth Claims for Relief in this Cross-Complaint;

8 4. For judgment against all named cross-defendants who fail to appear in this action
9 that they are bound by the judgment and physical solution, and their water rights in the Ventura
10 River Watershed, if any, are limited to the terms of the physical solution.

11 5. For judgment against all persons who, presently or in the future, own an interest in
12 real property adjacent to the Ventura River or its tributaries and who fail to appear in this action
13 that they are bound by the judgment and physical solution, and their water rights in the Ventura
14 River or its tributaries, if any, are limited to the terms of the physical solution.

15 6. For judgment against all persons who, presently or in the future, own an interest in
16 real property overlying the Ventura River Watershed's Groundwater Basins and who fail to
17 appear in this action that they are bound by the judgment and physical solution, and their water
18 rights in the Ventura River Watershed's Groundwater Basins, if any, are limited to the terms of
19 the physical solution.

20 7. For City's costs incurred in this action; and

21 8. For such other and further relief as the Court deems just and proper.

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LAW OFFICES OF
BEST BEST & KRIEGER LLP
2001 N. MAIN STREET, SUITE 390
WALNUT CREEK, CALIFORNIA 94596

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Dated: January 2, 2020

BEST BEST & KRIEGER LLP

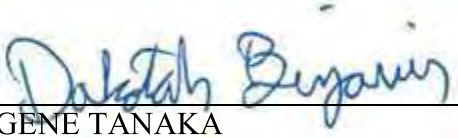
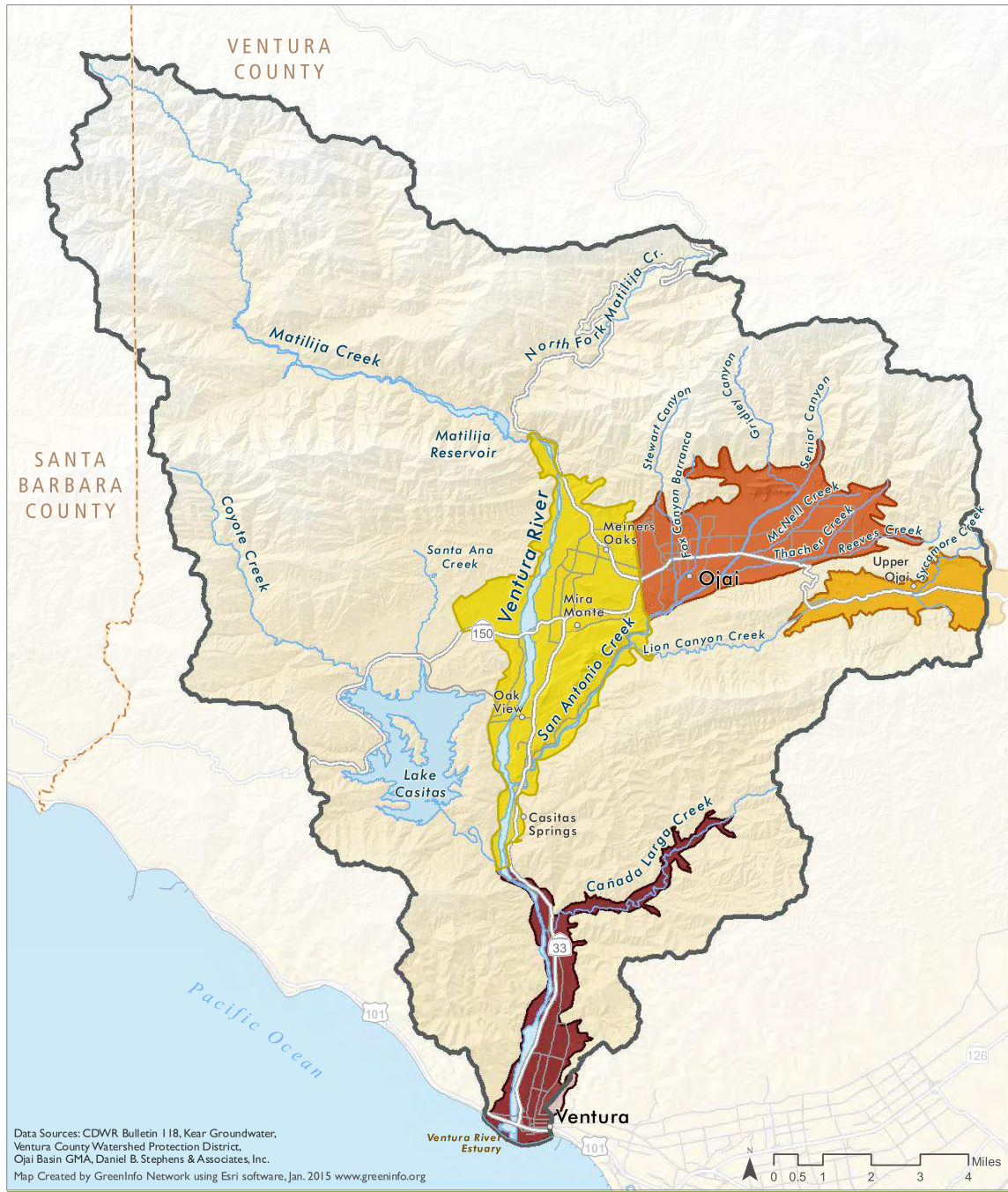
By: 
GENE TANAKA
SHAWN HAGERTY
SARAH CHRISTOPHER FOLEY
DAKOTAH BENJAMIN
Attorneys for Respondent and Cross-
Complainant CITY OF SAN
BUENAVENTURA

EXHIBIT A



Data Sources: CDWR Bulletin 118, Kear Groundwater, Ventura County Watershed Protection District, Ojai Basin GMA, Daniel B. Stephens & Associates, Inc.
 Map Created by GreenInfo Network using Esri software, Jan. 2015 www.greeninfo.org

Groundwater Basins

Ventura River Watershed

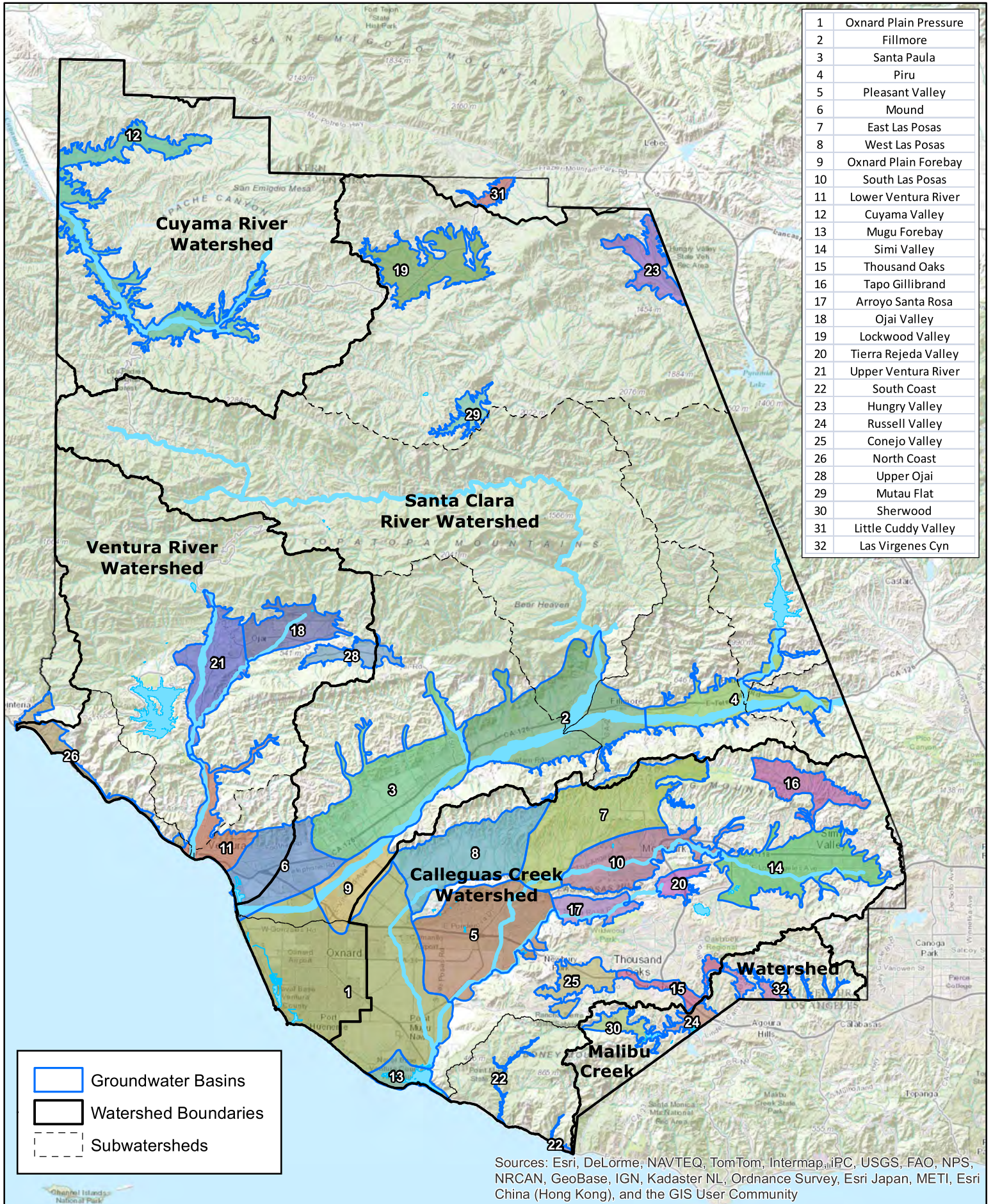
Groundwater Basin	Acres	Sq. Mi.	Shallow Depth to Water (ft.)	Max. Capacity	Avg. Well Yield	Active Wells	Approx. Safe Yield
Upper Ojai	2,840	4.4	0-40	5,681 AF	50 gpm	95	Unavail.
Ojai Valley	6,471	10.1	0-80	85,000 AF	383 gpm	149	5,026 AF
Upper Ventura River	9,360	14.6	0-5	35,118 AF	600 gpm	160	9,482 AF
Lower Ventura River	6,090	9.5	3-13	8,743 AF ^a	20 gpm	16	2,130 AF ^b



a - Represents unconsolidated alluvium
 b - Preliminary estimate, based on groundwater balance for water years 1997-2007
 Source: Daniel B. Stephens & Associates, Inc. 2010 & 2013

Figure 3.3.3.2 Groundwater Basins Map

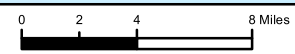
Data sources: See Table 3.4.2.1.3 Groundwater Basins Map Data Sources in "3.4.2 Water Supplies" for an explanation of the various data in the table.



Ventura County
Resource Management Agency
Information Systems Department
Map created on 04/07/2014



Figure 3-8 Groundwater Basins WCVIC IRWM Region



Disclaimer: this map was created by the Ventura County Resource Management Agency, Mapping Services - GIS, which is designed and operated solely for the convenience of the County and related public agencies. The County does not warrant the accuracy of this map and no decision involving a risk of economic loss or physical injury should be made in reliance therein



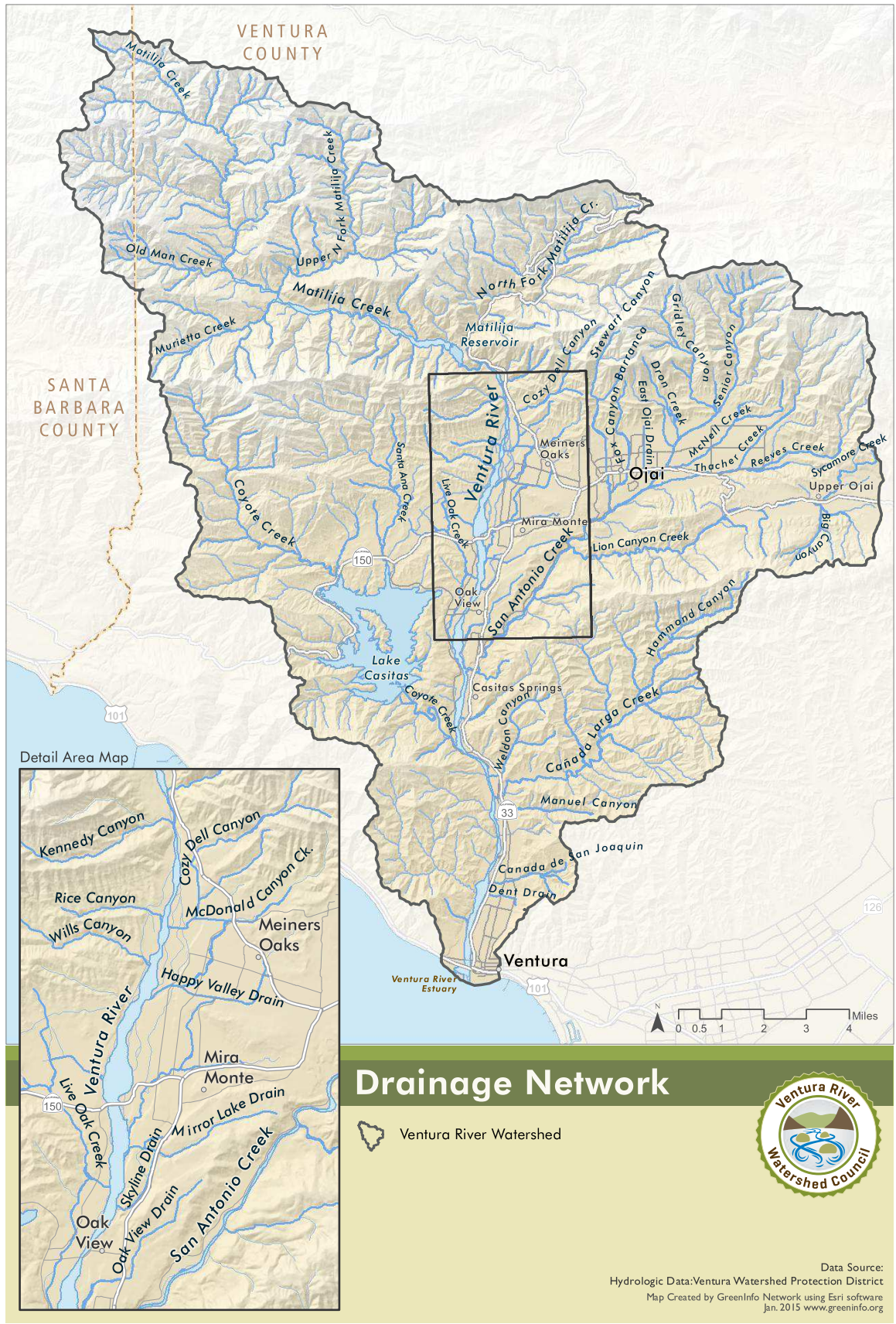


Figure 3.3.1.1.1 Drainage Network Map

SBCK v. City of Ventura Settlement Agreement Amendment

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement (“Amendment”) is entered into between Santa Barbara Channelkeeper (“Channelkeeper”) and the City of San Buenaventura (“City”) regarding the action entitled Santa Barbra Channelkeeper v. State Water Resources Control Board and the City of San Buenaventura, Los Angeles County Superior Court, Case No. 19STCP01176 (“Action”). Channelkeeper and the City may be collectively referred to as “Parties” and individually as “Party”. This Amendment is entered into and effective on the date defined in Section 2 below (“Effective Date”). This Amendment is made in light of the following recited facts (each a “Recital”).

RECITALS

A. On September 30, 2019, the Parties executed a Settlement Agreement in the Action which settled past disputes while preserving certain claims and defenses for future alleged violations.

B. On June 24, 2020, at a Status Conference in the Action, Channelkeeper expressed an intent to file a motion for interim relief against the City regarding flow in the Ventura River at Foster Park, and the Court ordered Channelkeeper and the City to meet and confer regarding the motion.

C. The Parties met and conferred on multiple occasions, and now desire to settle claims for interim relief regarding flow at Foster Park through this Amendment.

TERMS

Now, therefore, in consideration of the commitments made in this Amendment, Channelkeeper and the City amend the Settlement Agreement as follows:

1. The Parties amend and modify the Settlement Agreement by adding the follows terms, which supersede, modify or amend the terms of the Settlement Agreement:

1.1 When daily average flows as measured at the VR-1 gage fall below 4.0 CFS for 3 consecutive days, the City will shut down wells Nye 7 and 8 before noon on the following business day.

1.2 If daily average flows as measured at the VR-1 gage fall below 3.0 CFS on any day of the time period in Section 1.1 above, the City would also shut down the subsurface intake at the same time as the shutdown in Section 1.1 above.

1.3 If the daily average flows as measured by the VR-1 gage fall below 4.0 CFS for 3 consecutive days, but stay above 3.0 CFS during that period, the City would shut down wells Nye 7 and 8 but would be permitted to continue to operate the subsurface intake until the daily average flows fall below 3.0 CFS for three consecutive days.

1.4 The City shall monitor the impact of pumping on instream flows for the life of this agreement. The City shall specifically evaluate the impact of continued pumping at the subsurface intake after the shutdown of wells Nye 7 and 8 pursuant to Sections 1.1 to 1.3 above. If monitoring at station VR-2 downstream demonstrates a sustained impact on instream flows after the shutdown of wells Nye 7 and 8, or after the shutdown of the subsurface intake, the parties shall meet and confer on or before 30 June of the following year to discuss whether continuing to pump groundwater when instream flows fall below 4.0 CFS may occur or whether all production should stop at 4.0 CFS. If the parties are unable to agree, either party may pursue any available legal remedy they have related to this issue by seeking resolution of the issue via the Court.

1.5 Other than as provided in Section 1.4, Channelkeeper agrees not to seek other interim relief regarding flow. This settlement relating to interim flows in no way impacts Channelkeeper's ability to comment on, support, or challenge the physical solution proposed by any party in the Action.

1.6 The City shall continue to implement this revised flow regime at least until entry of the stipulated judgment and physical solution.

1.7 The revised flow regime may be temporarily modified or suspended under emergency conditions. Emergency conditions include Act of God, unforeseen pipe failure, and the inability of the City to obtain sufficient usable replacement water from Casitas Municipal Water District or other sources to serve its customers. The City shall promptly notify Channelkeeper in writing whenever such an emergency condition exists. The notification shall include the justification for the modification, and supporting documentation. If necessary, the parties shall meet and confer about the modification or suspension to limit its impact on Southern California steelhead and other impacted species.

1.8 If the City seeks to modify the flow regime pursuant to Section 1.7 above because it is unable to obtain replacement water from Casitas Municipal Water District, the City shall provide Channelkeeper with 30 days written notice, if such notice is feasible in light of water management plans or testing trends, or as much advance notice as is feasible when the inability results from an unexpected event. If the modification is based on the inability to obtain replacement water from Casitas, the City shall implement the following specific water conservation measures in the impacted service area during the emergency period of modification or suspension:

1.8.1 City Actions.

- a. Encourage maximum conservation by all customers and users in the impacted area.
- b. No outdoor irrigation using potable water will be allowed.
- c. All water use not required for health and safety is prohibited.

- d. Suspend the issuance of any new development approvals and new water connections in the impacted area other than those required to be processed by state law. Building permits which do not create new demand for water or which are for emergencies, public safety and water conservation may be exempted by the City Manager.

1.8.2 Water Customer Actions.

- a. Comply with mandatory water conservation regulations.
- b. Prohibition of all outside water use unless necessary for the preservation of health and safety and the public welfare.
- c. Watering with hand-held five gallon maximum bucket, filled at exterior hose bib or interior faucet (not by hose) shall be allowed at any time. This will assist in preserving vegetable gardens or fruit trees.
- d. The filling of swimming and wading pools is prohibited.

1.9 Channelkeeper acknowledges that the City currently plans to construct the Foster Park notching project this fall in accordance with the Settlement Agreement. In the unlikely event that the implementation of the notching project impacts the City's ability to implement the revised flow regime, or in the possible event that the notching project temporarily impacts the City's ability to use VR-2 to monitor downstream impacts of the pumping regime, the Parties shall meet and confer to discuss any modifications or suspensions of the flow regime or the monitoring process as necessary to complete the notching project.

1.10 The City and Channelkeeper will work in good faith to prepare a joint press release regarding this amendment to the Settlement Agreement. In addition, the City and Channelkeeper will meet and confer on whether they can work collaboratively on other public relations efforts to raise awareness of the need to protect the Ventura River Watershed and its habitat, including protections for the Southern California steelhead.

2. This Amendment shall become effective immediately upon execution by the Parties. This Amendment may be executed in counterparts. When the Parties and their respective attorneys have signed and delivered at least one such counterpart of the other Party, each counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to the Parties. No original signatures shall be required to establish the validity or authenticity of this Amendment.

3. Except as superseded, modified or amended by this Amendment, the Settlement Agreement remains in full force and effect. In the event of conflict between the terms of the Settlement Agreement and the terms of this Amendment, the terms of this Amendment shall govern.

4. All agreements, covenants, representations and warranties, expressed or implied, oral or written, by each Party to this Amendment are contained in this Amendment. No other


agreement, covenants, representations or warranties, expressed or implied, oral or written, have been made by the Parties concerning this Amendment. All prior and contemporaneous conversations, covenants and warranties concerning this Amendment are merged in this Amendment. This is a fully integrated document.

5. This Amendment shall be deemed drafted by all Parties with the advice of counsel for the purposes of interpretation, sufficiency and enforcement, and shall not be construed against either under the doctrine of *contra preferentem*.

(Signatures on following page)


Dated: 8/19/2020

SANTA BARBARA CHANNELKEEPER

By: 

Dated: 8/20/2020


CITY OF SAN BUENAVENTURA

By: 
City Manager

APPROVED AS FOR FORM:


Dated: August 2020

SYCAMORE LAW, INC.

By: 
DANIEL COOPER
Attorneys for Petitioner SANTA
BARBARA CHANNELKEEPER

Dated: August 20, 2020

BEST BEST & KRIEGER LLP

By: 
SHAWN HAGERTY
CHRISTOPHER PISANO
SARAH CHRISTOPHER FOLEY
Attorneys for Respondent and Cross-
Complainant CITY OF
SAN BUENAVENTURA

Proposed Stipulated Physical Solution and Judgment (May 17 2021 Draft)



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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SANTA BARBARA CHANNELKEEPER,
a California non-profit corporation,

Petitioner,

v.

STATE WATER RESOURCES
CONTROL BOARD, a California State
Agency; et al.,

Respondents.

Case No. 19STCP01176
Judge: The Honorable William F. Highberger

[PROPOSED] STIPULATED PHYSICAL
SOLUTION AND JUDGMENT

CITY OF SAN BUENAVENTURA, a
California municipal corporation,

Cross-Complainant,

v.

DUNCAN ABBOTT, an individual; et al.

Cross-Defendants.

Action Filed: September 19, 2014
Trial Date: Not Set

[PROPOSED] STIPULATED PHYSICAL SOLUTION AND JUDGMENT

Certain **Parties**¹ to this **Action** have stipulated to entry of this **Physical Solution** and **Judgment** (“Physical Solution”). The stipulation of the Parties is conditioned on further proceedings that will result in the Physical Solution becoming binding on all **Bound Parties** in this Action. The Court, having exercised its constitutional duty to evaluate a physical solution, considered the pleadings, the stipulation of the Parties, the evidence presented, and based on the findings of fact and conclusions of law set forth below, approves the Physical Solution² and enters this Judgment in furtherance of the requirements of Article X, section 2 of the California Constitution. In imposing the Physical Solution, the Court has determined that the Physical Solution optimizes the reasonable and beneficial use of water in the Ventura River Watershed and avoids substantial injury, material expense, and unnecessary waste of precious water resources in a manner protective of public trust resources, that it is consistent with Code of Civil Procedure sections 830-852, as applicable, and that it conforms with California water law and policy, including because it preserves the continuing jurisdiction of the Court to enforce the Physical Solution and to address future disputes, if necessary. This Physical Solution does not determine water rights or directly limit water **Production**. Instead, it creates a specific plan to manage the Watershed to protect existing reasonable and beneficial uses of the water within the Watershed.

¹ A list of defined terms used herein is attached hereto as Exhibit A. For ease of reference, defined terms are placed in initial capitals, and bolded when first defined or used.

² A “physical solution” describes an agreed upon or judicially-imposed resolution of conflicting claims in a manner that advances the constitutional rule of reasonable and beneficial use of the state’s water supply. (*City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 288.) It is defined as both a defense to the issuance of an injunction (*Tulare Irrigation District v. Lindsay-Strathmore Irrigation District* (1935) 3 Cal.2d 489, 574, 579; *Rancho Santa Margarita v. Vail* (1938) 11 Cal.2d 501, 556) and as “an equitable remedy designed to alleviate overdrafts and the consequential depletion of water resources in a particular area, consistent with the constitutional mandate to prevent waste and unreasonable water use and to maximize the beneficial use of this state’s limited resource.” (*California American Water v. City of Seaside* (2010) 183 Cal.App.4th 471, 480.) Physical solutions need not allocate water rights if a dispute as to water right priorities is mooted by the implementation of practical measures, such as ensuring downstream water users are not adversely affected by upstream use, raising money to improve the watershed or import water, and encouraging local water conservation. (*City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, 1235.) A physical solution is thus a practical remedy that does not change vested rights. (*Id.* at p. 1250.) The “established practice” of reserving continuing jurisdiction enables the Court to address water rights issues, if and when required. (*Hillside Memorial Park & Mortuary v. Golden State Water Co.* (2011) 199 Cal.App.4th 658, 671.)

1 The Physical Solution is hereby entered as binding on all Parties to the Action, on certain parcels
2 within the Watershed identified herein, and on all **Persons** appearing in this Action, including,
3 without limitation, being binding on all Parties who have stipulated to this Physical Solution, on
4 all Parties who are subject to prior settlement(s) or judgment(s) of the Court, on all real property
5 overlying the **Basins** in the Ventura River Watershed, on all Parties who have defaulted, and on
6 all Persons who hereafter stipulate or otherwise become Parties to this Physical Solution. The
7 Physical Solution is also binding on all named **Cross-Defendants** owning real property adjoining
8 or abutting the waters of the Ventura River or its tributaries, whether flowing on the surface or
9 underground in a known and defined channel, and their successors and on all real property
10 overlying one or more of the following four **Groundwater**³ basins that are subject to the Physical
11 Solution: the **Lower Ventura River Basin**, the **Upper Ventura River Basin**, the **Ojai Valley**
12 **Basin**, and the **Upper Ojai Valley Basin** (collectively, “**Basins**”). The Physical Solution is also
13 an in rem judgment binding all real property overlying the Basins. All Parties, Persons, and
14 properties listed above as bound by this Physical Solution are referred to herein as “Bound
15 Parties.”

16
17 Based on the findings of fact and conclusions of law contained in this Physical Solution,
18 the Court determines that the imposition of the Physical Solution is required to implement the
19 mandate of Article X, section 2 of the California Constitution in a manner that does not cause
20 substantial injury to water right holders, is consistent with the public trust doctrine, and Code of
21 Civil Procedure section 849 because it preserves and protects all reasonable and beneficial uses of
22 water of the Ventura River Watershed and reasonably balances the needs of public trust resources
23 with the consumptive use needs of people, agriculture, and industry while establishing and
24 implementing actions to maintain the **Fishery in Good Condition**. The Physical Solution
25 establishes a long-term **Management Plan** or **Plan** that accounts for: the specific needs of the
26 Fishery, variable hydrology of the region, periods of low and very low precipitation, and the

27 _____
28 ³ Groundwater means water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water, but not including water that flows in known and definite channels.

1 condition and quality of the habitat during the lifecycle of the Fishery, including the specific
2 reach habitat requirements pertinent to that lifecycle, and thereby ensures the viability of the
3 Fishery through a series of coordinated management actions under the **Plan**. Collectively, these
4 management actions undertaken by the Parties will concurrently preserve public trust resources
5 and provide a continued water supply for the thousands of people, farms, and businesses that rely
6 on the Ventura River Watershed for water.

7
8 **1. DESCRIPTION OF LITIGATION**

9 **1.1 Initiation of Litigation**

10 In September of 2014, Plaintiff Santa Barbara Channelkeeper (“**Channelkeeper**”) filed a
11 Complaint and Petition for Declaratory Relief and a Writ of Mandate (“**Complaint**”) pursuant to
12 Code of Civil Procedure section 1085 in the County of San Francisco Superior Court (Case No.
13 CPF-14-513875) against Defendant and Cross-Complainant City of San Buenaventura (“**City**”)
14 and Respondent State Water Resources Control Board (“**State Board**”). Channelkeeper asked
15 the Court to declare that the City’s extraction of water from Reach 4 of the Ventura River from
16 April through October is unreasonable, in violation of Article X, section 2 of the California
17 Constitution and to direct the State Board to perform alleged mandatory duties under Article X,
18 section 2, Water Code section 275, and the public trust doctrine, to prevent that alleged
19 unreasonable use by the City.

20
21 In response to the Complaint, the City filed a Cross-Complaint, and later a First Amended
22 Cross-Complaint, against other surface water and Groundwater users in the Ventura River
23 Watershed who it alleged affect the flow of water in the Ventura River. As used herein, the
24 **Ventura River Watershed** or **Watershed** includes the entire Ventura River and its tributaries, as
25 well as the Basins.⁴ Channelkeeper moved to strike the City’s First Amended Cross-Complaint,
26

27 _____
28 ⁴ Although the Physical Solution evaluates the entire Watershed and proposes measures to address habitat conditions within the Watershed, not every parcel of land within the Watershed is covered by the Judgment. The Judgment applies to Bound Parties and also extends to the Basins over which the Court has in rem jurisdiction.

1 and the San Francisco Superior Court granted the motion.

2
3 **1.2 Appeal and Court of Appeal Decision**

4 The City appealed the decision to strike its First Amended Cross-Complaint. On January
5 30, 2018, the Court of Appeal, First Appellate District, Division Two, reversed the San Francisco
6 Superior Court’s decision and remanded the matter in *Santa Barbara Channelkeeper v. City of*
7 *San Buenaventura* (2018) 19 Cal.App.5th 1176.

8
9 **1.3 Amended Pleadings and Transfer of Venue**

10 Following the Court of Appeal’s decision, Channelkeeper filed a First Amended
11 Complaint and Petition (“**Amended Complaint**”), and the City filed a Second Amended Cross-
12 Complaint. The Amended Complaint alleges one claim for relief against the City for declaratory
13 relief and four claims for relief against the State Board for writ of mandate. On January 2, 2020,
14 the City filed a Third Amended Cross-Complaint (“**Amended Cross-Complaint**”). The
15 Amended Complaint and the Amended Cross-Complaint are the operative pleadings in this
16 litigation and are collectively referred to in this Physical Solution as the “**Action.**”

17
18 In the Amended Cross-Complaint, the City named approximately 2,300 Cross-Defendants
19 who beneficially use or who have potential rights to waters of the Ventura River, including
20 subterranean water flowing in a known and defined channel, and/or Groundwater in the Ventura
21 River Watershed, including surface water from the Ventura River and its tributaries and
22 Groundwater from the Basins. The Amended Cross-Complaint also alleged that the Court has in
23 rem jurisdiction over all property overlying the Basins. The Amended Cross-Complaint alleges
24 nine separate claims for relief, which are two claims for injunctive relief (first and second claims
25 for relief), one claim for entry of a physical solution (sixth claim for relief), and declaratory relief
26 claims for pueblo and/or treaty water rights, prescriptive water rights, appropriative water rights,
27 municipal priority, the human right to water, and reasonable and beneficial use (third, fourth,
28 fifth, seventh, eighth, and ninth claims for relief), and asserts the City’s relative priority rights to

1 water, including, without limitation, a request for a comprehensive adjudication of the Ventura
2 River Watershed and the imposition of a physical solution.

3
4 By stipulation, venue for the Action was transferred from the San Francisco County
5 Superior Court to the Los Angeles County Superior Court because venue in San Francisco
6 imposed an unnecessary burden on the numerous Parties and Persons who reside or own property
7 in Ventura County. The Action was assigned to this Court.

8
9 **1.4 Service of Parties and Default**

10 On or about November 21, 2019, the Court granted the City's motion to approve a notice
11 of adjudication and form answer pursuant to Code of Civil Procedure section 836. In accordance
12 with the Court's order and pursuant to the Amended Cross-Complaint, the City has served or
13 provided notice to: (1) all property owners overlying the Basins; (2) all property owners whose
14 property is contiguous to the Ventura River or its tributaries, other than the federal government;
15 and (3) all known holders of appropriative water rights, other than the federal government.
16 Pursuant to the Court's November 21, 2019 order, the City has served a summons on
17 approximately 2,300 Cross-Defendants owning approximately 1,750 riparian parcels and
18 provided 12,766 notices to the owners of approximately 10,000 parcels overlying the Basins. A
19 complete list of all Cross-Defendants is contained in Exhibit B to this Physical Solution. Exhibit
20 C to this Physical Solution contains a list of all known parcels that (1) are owned by Cross-
21 Defendants and/or (2) are overlying the Watershed's Basins.⁵ Exhibit C thus provides a list of
22 parcels known to be bound by the Physical Solution, but it does not necessarily constitute a
23 complete and exhaustive list of parcels that are bound or will be bound by the Physical Solution
24 now or in the future.

25
26
27 ⁵ On September 3, 2019, the Department of Water Resources provided a data file to the City containing information
28 for all parcels overlying the Watershed's four Basins, and the City has inserted the assessor parcel numbers for all of
those parcels into Exhibit C of this Physical Solution.

1 Certain Cross-Defendants, Producers, *De Minimis* Producers, Non-Producers, and
2 overlying landowners stipulated to this Physical Solution with the understanding that the Physical
3 Solution is not a determination of their water rights; they accordingly do not object to the
4 Physical Solution and plan to comply with the requirement to file their water Production
5 information as specified in Section 7.7.4.4 or *De Minimis* Production information as specified in
6 Section 7.7.4.6. Stipulation to the Physical Solution constitutes a response to the Amended
7 Cross-Complaint, and no default shall be taken against such stipulating Parties.

8
9 Numerous Cross-Defendants have failed to stipulate to the Physical Solution, have not
10 responded timely, or at all, to the Amended Cross-Complaint, and their defaults have been
11 entered. Notice of this Physical Solution and Judgment has been given to the defaulted Cross-
12 Defendants, together with the opportunity to be heard regarding this Physical Solution, and the
13 Court hereby enters default judgment against all defaulted Cross-Defendants and incorporates
14 those default judgments into this Physical Solution. All defaulted Cross-Defendants, and their
15 successors and assigns, are subject to the terms of the Physical Solution and Judgment, and this
16 Court's continuing jurisdiction as set forth herein. All defaulted Cross-Defendants are identified
17 in Exhibit D to this Physical Solution.⁶

18
19 In addition, in accordance with Code of Civil Procedure section 836, the City provided
20 notice of this Action to all property owners who were not otherwise named Parties to this Action
21 and who own property overlying the Basins. Property owners who elected to become Parties to
22 this Action are bound by this Physical Solution as Parties. Consistent with Code of Civil
23 Procedure section 836(k), property owners who did not elect to become Parties are also bound by
24 this Physical Solution. Consistent with Code of Civil Procedure section 836(j), the common law
25 of stream adjudications, and Article X, section 2 of the California Constitution, the Court has in
26 rem jurisdiction over the real property overlying the Basins, identified herein, inclusive of

27
28 _____
⁶ Exhibit D will be completed after the Court enters defaults.

1 usufructuary rights to the waters of the Basins, the Ventura River and its tributaries, whether
2 flowing on the surface or underground within a known and defined channel, or stored within the
3 Basins, and this Physical Solution applies to those properties. Therefore, all Persons holding fee
4 title to real property overlying one or more of the Basins, whether or not they chose to become a
5 Party in this Action, are subject to the terms of this Physical Solution.

6
7 **1.5 Answers, Cross-Complaints, and Intervention**

8 The Court approved two form answers for use in this action, (1) “Form Answer” for
9 overlying landowners who received mailed notice of the Action and (2) “Court-Approved Answer
10 for Cross-Defendants Named in the City of San Buenaventura’s Third Amended Cross-
11 Complaint.” Certain Cross-Defendants answered the Amended Cross-Complaint by filing the
12 “Court-Approved Answer for Cross-Defendants Named in the City of San Buenaventura’s Third
13 Amended Cross-Complaint” or by filing some other answer thereto. Certain other property
14 owners in the Watershed, including but not limited to those to whom City provided required
15 notice in accordance with Code of Civil Procedure section 836, elected to become Parties in this
16 action by filing the “Form Answer.”

17
18 On or about December 6, 2019, the Court granted the unopposed motions of the State
19 Board and the California Department of Fish & Wildlife (“**Department**”) to intervene in the
20 Action, specifically in the Amended Cross-Complaint. The State Board and the Department, with
21 Court approval, elected not to file a complaint in intervention, but instead filed notices of
22 appearance in connection with the Amended Cross-Complaint, subjecting themselves to the
23 Court’s jurisdiction as Bound Parties and in the absence of their tendering an affirmative
24 pleading, limiting themselves to the issues raised in the existing pleadings in the Action.

25
26 **1.6 City Settlement**

27 On or about September 30, 2019, Channelkeeper and the City entered into a settlement
28 agreement that resulted in the partial dismissal of Channelkeeper’s cause of action against the

1 City, pending entry of this Physical Solution (“**City Settlement**”). On or about August 20, 2020,
2 Channelkeeper and the City agreed to amend the City Settlement. The City Settlement, as
3 amended, included a full waiver and release of Channelkeeper’s claims, other than to a claim for
4 certain specific attorney fees and the right to “comment on, support, or challenge the physical
5 solution proposed by any party in the Action.” This Physical Solution and Judgment implements
6 the terms of the City Settlement, as amended, including the Foster Park Flow Protocols described
7 in Section 7.3.4.10, and for the additional reasons discussed in Section 3.1, results in the full
8 dismissal of Channelkeeper’s Amended Complaint, overrules any objections of Channelkeeper to
9 the Physical Solution, and resolves all issues between Channelkeeper and the City as set forth and
10 alleged in the Amended Complaint.

11
12 **2. JURISDICTION AND BASIS FOR PHYSICAL SOLUTION**

13 This Action is a comprehensive adjudication that adopts and imposes a Physical Solution
14 concerning the reasonable and beneficial uses of the waters of the Ventura River Watershed,
15 including both surface water and Groundwater, without causing waste of precious water
16 resources. The Court has original jurisdiction⁷ over the subject matter of the Action and the
17 Bound Parties sufficient to enter the Physical Solution pursuant to Article X, section 2 of the
18 California Constitution, the public trust doctrine, Code of Civil Procedure sections 830-852
19 (collectively, the “**Comprehensive Adjudication Statutes**”), as applicable, and California water
20 law and policy.

21
22 On or about March 8, 2019, the State Board submitted a letter to the Honorable Kevin C.
23 Brazile, Presiding Judge of the Los Angeles Superior Court, regarding the judicial assignment of
24 this Action and specifically requesting coordination with the Judicial Council. The Court finds
25 that pursuant to Code of Civil Procedure section 838(a)(1), assignment by the Judicial Council is
26 not required because the Action was not filed and is not being heard in a county that overlies the
27

28 ⁷ *Nat’l Audubon Society v. Superior Court* (1983) 33 Cal.3d 419, 451.

1 Basins or any portion of the Basins. In addition, the Court has conferred with the Judicial
2 Council and has determined that no action by the Judicial Council is required. No Party
3 challenged this determination.

4
5 The Court and the Comprehensive Adjudication Statutes require that all Persons having or
6 claiming any right, title, or interest to Groundwater within the Basins be notified of the Action.
7 Notice has been given pursuant to the Court's order and the Comprehensive Adjudication
8 Statutes. All Persons having or claiming any right, title, or interest to Groundwater within the
9 Basins have been given an opportunity to become Parties to the Action in accordance with the
10 Code of Civil Procedure. All named Parties who have not been dismissed or defaulted have
11 appeared or have been given adequate opportunity to appear. The Court therefore has personal
12 jurisdiction over those Parties. In addition, the Court has in rem jurisdiction pursuant to Code of
13 Civil Procedure section 836(j) over the real property, inclusive of usufructuary rights to the
14 waters within the Basins, and this Physical Solution applies to those properties overlying the
15 Basins. All known Parties having or claiming any right, title, or interest to surface waters within
16 the Watershed have been named and served.

17
18 The Court finds and concludes that the imposition of the Physical Solution: (1) optimizes
19 the reasonable and beneficial use of waters in the Ventura River Watershed and avoids waste in
20 accordance with Article X, section 2 of the California Constitution; (2) avoids unreasonable
21 injury to any water right holder and will avoid the present need for a specific allocation of water
22 among competing water right claims; (3) fairly and reasonably ensures native waters are made
23 available for beneficial use among all water right holders; (4) establishes a comprehensive
24 approach to maintaining the **Southern California Steelhead** Fishery population in the Ventura
25 River Watershed in Good Condition, consistent with the Constitutional mandate of reasonable
26 and beneficial use and the public trust doctrine; (5) establishes a management structure to ensure
27 implementation of the Physical Solution emphasizing local involvement (Water Code section
28 113); (6) facilitates water resource planning and sustainable water use and reduces uncertainty;

1 (7) furthers the mandates of the State Constitution and State water policy; and (8) as is customary
2 in comprehensive adjudications, maintains continuing jurisdiction of the Court to oversee the
3 implementation of the Physical Solution and to resolve conflicts as they may arise among the
4 Parties to and Persons bound by the Physical Solution. As such, the Physical Solution will
5 provide for the long-term, comprehensive, and efficient management of water in the Watershed in
6 a manner not otherwise available under applicable law.

7
8 In addition, and as applicable, the Court finds pursuant to Code of Civil Procedure section
9 850(a) that the Physical Solution: (1) is consistent with Article X, section 2 of the California
10 Constitution; (2) is consistent with the water right priorities of all Parties and any Persons who
11 have claims that are exempted pursuant to Code of Civil Procedure section 833 as no water rights
12 or beneficial uses will incur substantial injury by the imposition of the Physical Solution; and (3)
13 treats all objecting Parties and any Persons who have claims that are exempted pursuant to Code
14 of Civil Procedure section 833 equitably as compared to the stipulating Parties.

15
16 Following its complete evaluation and investigation of the Physical Solution, and based
17 on these findings, the Court enters this Physical Solution on all Bound Parties, including any
18 objecting Party, to this Action. Additionally, this Physical Solution binds all Persons holding fee
19 title to real property in the Basins pursuant to Code of Civil Procedure section 836.

20
21 **3. SCOPE OF PHYSICAL SOLUTION**

22 **3.1 Resolution of all Claims**

23 As is discussed herein, all claims in the Action, Amended Complaint, and Amended
24 Cross-Complaint are hereby resolved, either finally or conditionally, by this Physical Solution
25 and Judgment, and this Physical Solution and Judgment shall constitute a final judgment pursuant
26 to Code of Civil Procedure section 577.

1 In the Complaint, Channelkeeper asked the Court to declare that the City's extraction of
2 water from the Ventura River from April through October is unreasonable, in violation of Article
3 X, section 2 of the California Constitution, and to direct the State Board to perform alleged
4 mandatory duties under Article X, section 2, Water Code section 275, and the public trust
5 doctrine to prevent that alleged unreasonable use by the City. Channelkeeper's claims as against
6 the City in the Amended Complaint have been resolved by the City Settlement, as amended and
7 through this Physical Solution. Channelkeeper's claims as against the State Board are deemed
8 moot based upon entry of the Physical Solution and the Court's ongoing jurisdiction over the
9 subject matter of those claims.

10
11 The Amended Cross-Complaint alleges nine separate claims for relief and asserts the
12 City's relative priority rights to water, including, without limitation, a request for a
13 comprehensive adjudication of the Ventura River Watershed and the imposition of a physical
14 solution. This Physical Solution is intended to serve as a stipulated judgment, resolving the
15 City's sixth claim for relief for the imposition of a physical solution. All other claims in the
16 Amended Cross-Complaint are conditionally reserved as is discussed in section 3.2 herein.

17
18 **3.2 Reservation of Claims**

19 The Parties stipulate and the Court finds that this Physical Solution and Judgment
20 sufficiently resolves the current competing claims among the Bound Parties, and that it is not
21 necessary at this time for the Court to determine the relative priority rights to water in the
22 Watershed pursuant to other causes of action in the Amended Cross-Complaint or at this time to
23 establish a comprehensive adjudication of water rights in the Watershed. The Judgment entered
24 herein is conditioned upon the successful implementation of the Physical Solution. The Court
25 specifically retains post-Judgment jurisdiction to determine the relative priority rights to all water
26 rights subject to this Judgment and/or to establish a comprehensive adjudication of water rights
27 that are subject to this Judgment, if it becomes necessary to do so in the future. As to the City's
28 Amended Cross-Complaint, the Court specifically retains jurisdiction to determine the City's

1 first, second, third, fourth, fifth, seventh, eighth, and ninth claims for relief, if it becomes
2 necessary to do so in the future. Any such determination shall be made pursuant to this Court’s
3 continuing jurisdiction pursuant to and in accordance with Section 9.2 herein.

4
5 Nothing in this Physical Solution shall be construed as limiting or otherwise affecting
6 prior judicial or administrative decisions regarding water rights in the Watershed, including but
7 not limited to:

- 8 a. Decree in Santa Ana Water Company vs. Ramon G. De La Riva, et al., 1st Judic.
9 Dist. of CA, County of Ventura, rendered 3/10/1874;
- 10 b. Santa Ana Water Co. v. Town of San Buenaventura, 56 F. 339 (1893);
- 11 c. Rice v. Meiners (Sup. Ct. of the County of Ventura, October 22, 1902); and
- 12 d. Ventura Water, Light and Power v. Meiners and Rice (Sup. Ct. of the County of
13 Ventura, Court, March 12, 1904).
- 14 e. Barrett v. County of Ventura (Sup. Ct. of the County of Ventura County, Case No.
15 51216, January 14, 1970).
- 16 f. Biological Opinion issued by the National Marine Fisheries Service in connection
17 with Casitas’ Robles diversion (March 31, 2003).

18 The Court makes no findings regarding these prior judicial or administrative decisions.

19 20 **3.3 Role of the State Board and the Department**

21 The State Board and the Department have intervened in this Action due to their respective
22 administrative interests related to the Watershed and have become Parties. California’s Water
23 Action Plan (“**Action Plan**”), Action 4, identifies the Watershed as one of five priority stream
24 systems in which the State has an interest in protecting the Fishery in Good Condition.
25 Consistent with this goal, the Department has taken several actions.

1 **3.3.1 Instream Flow Regime Criteria.**

2
3 The Department has prepared Instream Flow Regime Criteria on a Watershed Scale for
4 the Ventura River dated March 2020, Version 2 updated May 2020, (Watershed Criteria Report
5 No. 2020-01) (“**Department Report**”). As stated in the Department Report:

6 The Department provides this document as a tool for consideration in water
7 management planning. It presents an analytical approach that can be
8 implemented, if appropriate, under the specific circumstances of a watershed,
9 stream or information need. This report and the Overview [of Analysis for
10 Instream Flow Regime Criteria on a Watershed Scale], in and of themselves,
11 should not be considered to provide binding guidelines, establish legal
12 compliance, or ensure project success.

13 Accordingly, this Department Report is “a tool for consideration in the management planning” in
14 the Watershed, and is considered as part of the broader goal of this Physical Solution, which
15 considers and balances consumptive uses, Fishery needs, and other needs within the Watershed.
16 As stated in the Overview Analysis for Instream Flow Regime Criteria on a Watershed Scale
17 (March 2020), the Department Report presents “a range of different flow regime criteria that can
18 be adapted to the specific needs of each selected stream and watershed.” Department Report at p.
19 7. Pursuant to Water Code section 1257.5, the State Board must consider the Department Report
20 and any other recommendations from the Department when acting on applications to appropriate
21 water, and, subject to judicial review, may seek to establish flow criteria for the Watershed that
22 balance all needs of the Watershed, which may thereafter be implemented as part of future
23 regulatory decisions. This Physical Solution and Judgment is consistent with and achieves the
24 goal of protection of the Fishery in Good Condition in a manner consistent with Action Plan,
25 Action 4, by considering the criteria set forth in the Department Report and balancing them
26 against all needs of the Watershed. In approving this Physical Solution and Judgment, the Court
27 has considered the Department Report, exercises its Constitutional responsibilities within its
28 original and concurrent jurisdiction with the State Board in the areas of public trust and

1 Constitutional reasonable use, and finds this Physical Solution and Judgment to be consistent with
2 those recommendations and goals.

3
4 **3.3.2 Draft Instream Flow Recommendations for the Lower Ventura River**
5 **and Coyote Creek [UPDATE WHEN FINAL]**
6

7 On February 26, 2021, the Department released its Draft Instream Flow
8 Recommendations for the Lower Ventura River and Coyote Creek (“**Department**
9 **Recommendations**”) to be used “in water management planning and decision-making
10 processes”. The Department Recommendations are based upon the Department Report. The
11 Department Recommendations state:

12
13 Several factors limiting steelhead production and recovery have been identified in
14 the Ventura River watershed. These factors include altered flow regimes due to
15 dams, barriers, drought, and climate change; stream habitat that lacks sufficient
16 spawning gravels and pool habitat; decreased riparian habitat due to urbanization;
17 and poor water quality associated with increased water temperatures related to
18 reduced canopy cover and water diversions (Moyle et al. 2008; Walter 2015). The
19 loss of high quality freshwater habitat is one of the leading causes of salmonid
20 decline in California (CDFG 2004). Currently, access to over half of the
21 historically available spawning and rearing habitat in the Ventura River watershed
22 is blocked by the Matilija Dam and Casitas Dam (Entrix 2003). Furthermore, land
23 use change and water withdrawals below these dams have degraded the remaining
24 spawning and rearing habitat (Entrix 2003).

25
26 The Department Recommendations conclude that “maintaining suitable instream flows . .
27 . can help maintain freshwater habitat. . . .” despite the factors identified above. This Physical
28 Solution, addresses the limiting factors described in order to balance water availability for
consumptive uses in the watershed in a manner that does not cause substantial injury to water
right holders, consistent with the public trust doctrine.

1 **4. VENTURA RIVER WATERSHED, VENTURA RIVER AND THE BASINS**

2 **4.1 The Ventura River Watershed**

3 The Ventura River Watershed is a coastal watershed located in southern California, with
4 an approximate catchment area of 226 square miles. The majority of the Watershed is located in
5 southwest Ventura County, with a small portion (approximately 4%) located in east Santa
6 Barbara County. The Watershed is fan-shaped and measures eighteen miles north to south and is
7 seventeen miles at its widest point. A depiction of the Watershed is included in Exhibit E to this
8 Physical Solution at pages E-1 through E-4.

9
10 The upper reaches of the Watershed lie within the Topa Topa Mountains, Santa Ynez
11 Mountains, and the greater Transverse Ranges, with ridges in these ranges delineating the upper
12 extent of the Watershed. The altitude of the Watershed varies from approximately 6,000 feet to
13 sea level at the coastal lagoon and estuary. The total length from the furthest headwaters to the
14 Pacific Ocean is over thirty-three miles.

15
16 Steep mountains and foothills comprise most of the land area in the Watershed, covering
17 most of its north half and framing it on three sides, with a large portion of this area being
18 U.S. Forest Service land or other conserved lands. Land use in the Watershed is divided
19 between National Forest, open space, urban or industrial, and agricultural or rural
20 designations. The largest portion, approximately 75% of the Watershed is wildlands,
21 composed of U.S. Forest Service land (55%) and open space lands (20%), which includes
22 both land set aside for conservation and land currently leased for oil and gas exploration
23 and production. Agricultural or rural areas comprise 20.5% of the Watershed and are used
24 for grazing, orchards, or row crops. Urban or industrial lands use comprise approximately
25 4.5% of the Watershed and is divided among the municipalities of the City of Ojai, the
26 western portion of the City of Ventura, and the communities of Meiners Oaks, Mira
27 Monte, Oak View, Live Oak Acres, and Casitas Springs, a DWR-designated
28

1 disadvantaged community. Most of these developed areas are located on the valley floor
2 near to or within the Ventura River’s floodplain.

3
4 Precipitation in the Watershed is highly variable both spatially and temporally. Spatially,
5 the upper portion of the Watershed receives, on average, double the annual volume of rainfall
6 received in the lower portion of the Watershed. Seasonally, most rain occurs between November
7 and April, with minimal rain occurring between May and September. Based on historical records,
8 the Watershed experiences large differences in annual rainfall volume, with regular cycles of wet
9 and dry years at least partially caused by El Nino and La Nina cycles. Long periods of drought
10 are a common occurrence in the Watershed. Periodic high flow events and flooding also occur.

11
12 The Watershed is home to many species, including the Southern California Steelhead, a
13 species listed as endangered under the federal **Endangered Species Act**, as described in more
14 detail below. The regular periods of drought experienced in the Watershed, coupled with the
15 historical development within the Watershed, create challenges to the survival of the steelhead
16 population. Natural precipitation does not occur in sufficient magnitude in certain years and/or in
17 drought condition years to enable the successful migration of the steelhead to and from the Pacific
18 Ocean for the completion of its lifecycle. Consequently, habitat that enables the Fishery to
19 survive during several years of low precipitation is required to maintain the steelhead population
20 within the Watershed.

21
22 The Ventura River Watershed consists of both surface waters, including the Ventura River
23 and its tributaries, and the Basins. These various components of the Watershed are described
24 below.

25 26 **4.2 The Ventura River**

27 The Ventura River flows through the center of the Watershed, draining tributaries along
28 an approximately thirty-three mile course from its headwaters to the Pacific Ocean. The main

1 tributaries of the Ventura River include Matilija Creek, North Fork Matilija Creek, San Antonio
2 Creek, Coyote Creek, and Cañada Larga Creek.

3
4 The Ventura River has traditionally been divided into five reaches. For the reasons set
5 forth below, the Physical Solution does not use this historical division of the River, but those
6 historical reaches are: Reach 1, including the Ventura River lagoon and estuary; Reach 2,
7 extending from the top end of the lagoon and estuary to a point upstream of where treated
8 wastewater from the Ojai Valley Sanitary District’s Wastewater Treatment Plant is discharged to
9 the River; Reach 3, located downstream of Foster Park and extending from Weldon Canyon to the
10 confluence of Coyote Creek; Reach 4, located between Coyote Creek and the confluence with the
11 North Fork Matilija Creek and including Foster Park; and Reach 5, including North Fork Matilija
12 Creek.

13
14 The upper portions of the Ventura River and its primary headwater Matilija Creek and
15 North Fork Matilija Creek typically have perennial flow from the higher moisture in the
16 mountainous climate and high rainfall volumes in the upper catchment. The River in this portion
17 flows through narrow canyon formations with a steep bed slope resulting in high energy flows.

18
19 The middle section of the Ventura River, from the Robles Diversion to San Antonio Creek
20 confluence, consists of lower-gradient braided channels incised into a wider floodplain. Due to
21 the high permeability of the bed material, the water table gradient, and the nature of the aquifer in
22 this location, the middle reach is often dry.

23
24 The lower section of the Ventura River, from its confluence with San Antonio Creek to
25 the estuary, is fed by contributions from San Antonio Creek, the Ojai Valley Sanitary District’s
26 wastewater facility,⁸ and small intermittent and ephemeral discharges from a number of small

27 _____
28 ⁸ As described in more detail in Section 7.3 of the Physical Solution, to help maintain the important flows that are generated by this facility, the City shall dedicate any rights the City has to this effluent for instream uses.

1 side canyons and tributaries.

2
3 Because the historical division of the River is not linked directly to the lifecycle and needs
4 of the Southern California Steelhead in the Watershed, this Physical Solution does not use the
5 historical division of the River, and instead divides the River into segments consistent with the
6 lifecycle and needs of the Southern California Steelhead in the Watershed. This Physical
7 Solution divides the River into seven reaches based on habitat requirements, habitat function, and
8 shared hydrologic conditions. These reaches are set forth in the table below.

9
10 **Table 1 – Ventura River Reaches**

Number	Reach	Fishery function
V 1	Ocean-Main Street Bridge (lagoon and estuary)	Migration
V 2	Main Street Bridge-Shell Road	Migration
V 3	Shell Road-San Antonio Creek	Migration, spawning, juvenile rearing
SA 1	San Antonio Creek to Fox Creek/Ojai Creek	Migration, spawning, juvenile rearing
V 4	San Antonio Creek-Robles Diversion	Migration
V 5	Robles Diversion-Matilija Creek/North Fork Matilija Creek confluence (including 1 km section to Matilija Dam)	Migration, spawning, juvenile rearing
NF 1	North Fork Matilija Creek	Migration, spawning, juvenile rearing

11
12
13
14
15
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17
18
19
20
21
22 There are several major human-made flood control and water management features on the
23 Ventura River. Matilija Dam, currently operated by the Ventura County Watershed Protection
24 District, is located in the upper watershed above the confluence of Matilija Creek and North Fork
25 Matilija Creek. Matilija Dam was constructed in 1946-47 with an original capacity of 7,020 acre
26 feet; however, sedimentation and re-design of the dam has reduced its capacity, and the dam does
27 not currently divert water for meaningful consumptive use or serve meaningful flood control
28 functions. Matilija Dam completely blocks the migration of Southern California Steelhead into

1 potentially suitable spawning and rearing areas within Matilija Creek upstream of the Dam. The
2 Dam does not, however, block access by steelhead to habitat within North Fork Matilija Creek.

3
4 A second human-made combination of features on the Ventura River is the Robles
5 Diversion and Fish Passage Facility (“**Robles Diversion Facility**”), the Robles Canal, and Lake
6 Casitas. These facilities are operated by Cross-Defendant Casitas Municipal Water District
7 (“**Casitas**”). The Robles Diversion Facility is located on the Ventura River two miles
8 downstream of the Matilija Dam and approximately fourteen river miles from the Pacific Ocean.
9 At the Robles Diversion Facility, Casitas diverts water from the Ventura River, channels the
10 water through the 5.4 mile Robles Canal, and conveys the water to Lake Casitas. Lake Casitas is
11 a human-made lake designed to hold 254,000 acre feet of water. Aside from limited Groundwater
12 resources, Lake Casitas is the primary source of drinking water for Ojai, Oak View, Casitas
13 Springs, and the western side of the City. None of these communities has access to any sources
14 of State-conveyed water or other imported waters. Operations of the Robles Diversion Facility
15 are governed by a license (“**Casitas License**”) issued by the State Board and a March 31, 2003
16 biological opinion (“**Casitas Biological Opinion**”) issued by the National Marine Fisheries
17 Service. Nothing in this Physical Solution lessens or increases, or may reasonably be interpreted
18 to lessen or increase, the operational requirements in the Casitas License or in the Casitas
19 Biological Opinion.

20
21 A third human-made feature on the Ventura River is the Foster Park Subsurface Dam.
22 The Subsurface Dam extends from the Coyote Creek confluence approximately 973 feet east
23 across most of the Ventura River. The Subsurface Dam extends five to forty feet deep from west
24 to east. The dam does not extend across the entire canyon. There is an uncompleted “gap”
25 approximately 300 feet in length at the eastern end. It was constructed by the City’s predecessor,
26 Ventura County Power Company, in or about 1906-1908, and is now owned by the City. At or
27 adjacent to this location, the City operates a subsurface collector and three wells.

1 A fourth human-made feature is the Ventura River Levee. It borders the east side of the
2 Ventura River, stretching northerly along the Ventura River approximately 2.65 miles from the
3 Pacific Ocean, running parallel to State Route 33 and extending easterly terminating at high
4 ground south of Cañada de San Joaquin (School Canyon Road). It was completed by the United
5 States Army Corps of Engineers Los Angeles District in December 1948 to protect adjacent low-
6 elevation areas within the City from flooding. The Ventura County Watershed Protection District
7 operates and maintains the Levee. Several additional smaller levees and hard stabilization
8 structures occur through other parts of the Watershed.

9 10 **4.3 Groundwater Basins**

11 The Ventura River Watershed includes the Basins; depictions of each of the Groundwater
12 basins are contained in Exhibit E to this Physical Solution at pages E-4 through E-8. The Basins
13 are hydrologically interconnected with the Ventura River. For clarity, the Basins do not include
14 formations that are not underground sources of drinking water in accordance with the Safe
15 Drinking Water Act, 42 U.S.C. 300(f) et seq., or are otherwise determined to be an “exempted
16 aquifer” pursuant to 40 C.F.R. section 146.4 and the California Public Resources Code section
17 3131, and the Physical Solution does not apply to petroleum production-related wells that extract
18 or inject fluids, including waters from or into formations that are not underground sources of
19 drinking water or are exempted aquifers.

20 21 **4.3.1 The Lower Ventura River Basin**

22
23 The Lower Ventura River Basin follows the course of the Ventura River from Foster Park
24 in the north to the Pacific Ocean at its southern end. It also includes two narrow tributary areas:
25 the narrow area surrounding Cañada Larga Creek that flows in from the east and the Diablo
26 Canyon Creek, which intermittently flows in from the west. The northern end of this basin is
27 marked by the Casitas Vista Bridge, the border with the Upper Ventura River Basin below Foster
28 Park. The east and west borders are formed by the Santa Ynez Mountains where impermeable

1 rocks prevent significant Groundwater flow or storage. To the south, the basin boundary is the
2 coast of the Pacific Ocean. The Ventura River flows north to south in the basin, eventually
3 discharging to the Pacific Ocean. Groundwater interacts in some portions of this basin with
4 surface water along the Ventura River; the degree of this interaction varies in location and time
5 depending on Groundwater levels, riverbed permeability, water year type, and geographic
6 location within the basin. The Lower Ventura River Basin is designated as Basin Number 4-3.02
7 in the Department of Water Resources (“DWR”) Bulletin 118 and has been designated by DWR
8 as a very low priority basin under the Sustainable Groundwater Management Act (“SGMA”).
9 The surface area of the Basin is 5,300 acres, and the estimated maximum storage capacity is
10 approximately 264,000 acre-feet.

11 12 **4.3.2 The Upper Ventura River Basin**

13
14 The Upper Ventura River Basin extends through northern and central Ventura County and
15 generally follows the Ventura River. The northernmost point is located approximately ¼ mile
16 downstream of the junction of Matilija Creek and North Fork Matilija Creek. Its northern border
17 is defined by the Santa Ynez Mountains where low permeability rocks do not provide additional
18 Groundwater storage. The northeastern boundary that divides the basin from the Ojai Valley
19 Basin is formed by a subsurface impermeable bedrock ridge. The basin narrows to the south as it
20 follows the Ventura River Valley until it reaches Foster Park. The Casitas Vista Bridge adjacent
21 to Foster Park marks the divide between the Upper Ventura River and Lower Ventura River
22 Basins. The Ventura River flows north to south through the basin. Surface water interacts with
23 Groundwater in the basin; the degree of this interaction varies in location and time depending on
24 Groundwater levels, riverbed permeability, water year, type, and geographic location within the
25 basin. The Upper Ventura River Basin is designated as Basin Number 4-3.01 in DWR’s Bulletin
26 118 and has been designated by the DWR as a medium priority basin under SGMA. As a
27 medium priority basin under SGMA, a Groundwater Sustainability Plan (“GSP”) must be
28 adopted for the basin by Upper Ventura River Groundwater Agency, the designated Groundwater

1 Sustainability Agency (“GSA”), on or before January 31, 2022. The DWR estimated surface area
2 of the Basin is 7,410 acres, and the DWR-estimated maximum storage capacity is approximately
3 35,000 acre-feet.

4 5 **4.3.3 The Ojai Valley Basin**

6
7 The Ojai Valley Basin is located next to and easterly of the Upper Ventura River Basin in
8 central Ventura County. Groundwater storage occurs within the alluvial material filling in the
9 lower elevations of the relatively flat area in and around the City of Ojai. Alluvial sediment is
10 composed primarily of sand, silt, and gravel. This sediment originally accumulated as alluvial fan
11 deposits, formed by rivers and streams draining from the mountains, slowing, spreading out, and
12 depositing material at the base of the mountain range. These deposits, therefore, are thickest at
13 the base of the mountains to the north and east. This basin has a DWR-estimated maximum
14 storage capacity of about 85,000 acre feet and a usable capacity of 25,000 acre feet. The surface
15 area of the basin is 6,830 acres. The Ojai Valley Groundwater Basin is designated as Basin
16 Number 4-2 in DWR’s Bulletin 118 and has been designated by DWR as a high priority basin
17 under SGMA. As a high priority basin under SGMA, a GSP or equivalent must be adopted for
18 the basin by the applicable GSA on or before January 31, 2022. The Ojai Basin Groundwater
19 Management Agency (**Ojai GMA**) submitted a GSP alternative to DWR for evaluation and
20 assessment under SGMA. DWR did not approve the proposed alternative, citing, among other
21 things, the fact that basin Groundwater is the primary contributor of flow, for much of the year, to
22 San Antonio Creek, and no evidence was provided to indicate that subsequent studies of safe or
23 sustainable yield considered impacts to stream flows, or desired or optimal minimum
24 Groundwater discharge rates to San Antonio Creek.

25
26 The boundaries of the Ojai Valley Basin are mainly mountain ranges, where the geology
27 does not allow Groundwater flow or storage, and faults. To the north of Ojai, the Topa Topa and
28 Santa Ynez Mountains form the basin boundary. Black Mountain and the Santa Ana fault bound

1 the basin to the south, and non-permeable rock units along the eastern and western edges prevent
2 Groundwater flow into or out of the basin. The Ojai Valley Basin is separated from the Upper
3 Ojai Valley Basin by the San Cayetano Fault. The western boundary also marks the Groundwater
4 divide that separates the Ojai Valley Basin from the Upper Ventura River Basin. San Antonio
5 Creek flows across the basin from the northeast to the southwest, and surface flow contributes to
6 Groundwater. In the southwest portion of the Basin, Groundwater discharges to San Antonio
7 Creek, draining water from the Basin.

8
9 In addition to the planning and management efforts of the Ojai GMA, Casitas, the Ventura
10 County Watershed Protection District, the Ojai GMA, and the Ojai Water Conservation District,
11 have collaborated to develop a project to divert water into settling ponds along San Antonio
12 Creek for Groundwater recharge of the Ojai Basin. Operation of this diversion is subject to a
13 number of permits and agreements, including, without limitation, the Operations Agreement
14 Regarding the San Antonio Creek Spreading Grounds Rehabilitation Project dated January 12,
15 2015 between the City and the Ventura County Watershed Protection District.

16 17 **4.3.4 The Upper Ojai Valley Basin**

18
19 The Upper Ojai Valley Basin is located southeast of the Ojai Valley Basin on the eastern
20 border of the Ventura River Watershed. It is the smallest of the Basins, encompassing 3,806
21 acres or 5.95 square miles, and has a DWR-estimated maximum storage capacity of 6,000 acre
22 feet. The basin is an intra-montane depression, bounded on all sides by mountain ranges and
23 thrust faults that mark the boundary between mountains and the valley floor. On the northern
24 edge, Black Mountain and the San Cayetano fault separate the basin from the Ojai Valley Basin.
25 To the south, the Sulfur Mountains and the Lion fault mark the boundary of the Groundwater
26 storage zone. The Upper Ojai Valley Basin discharges to Lion Canyon Creek, which flows to the
27 west and is a major contributor to flows in San Antonio Creek. Groundwater in the Upper Ojai
28 Basin contributes to surface flow in Lion Canyon Creek. The basin is split into halves by a

1 surface water divide, where the eastern portion lies outside of the Ventura River Watershed. The
2 Upper Ojai Valley Basin is designated as Basin Number 4-1 in DWR's Bulletin 118 and has been
3 designated by DWR as a very low priority basin under SGMA.

4
5 **5. REASONABLE AND BENEFICIAL USES OF THE VENTURA RIVER**
6 **WATERSHED**

7 Currently, the water needs within the Ventura River Watershed, regardless of claim of
8 right, are supplied entirely from local surface water and Groundwater sources. At the time of this
9 Physical Solution, no imported water is used within the Watershed. Water from the Ventura
10 River Watershed is therefore critical to life within the Watershed, to the local economy, and to the
11 health of the region. Water from the Ventura River Watershed is vital for a variety of both
12 consumptive and instream reasonable and beneficial uses. These reasonable and beneficial uses
13 are described in more detail below.

14
15 **5.1 Forest Land and Open Space**

16 The upper portion and majority of the Watershed remains largely in natural condition and
17 has been designated as National Forest land and wilderness areas. The largest portion,
18 approximately 75% of the Watershed is wildlands, comprised of U.S. Forest Service land (55%)
19 and open space land (20%), which includes both land set aside for conservation and land
20 currently leased for oil and gas exploration and production and may include agricultural uses. In
21 1995, Ventura County passed a limited-growth initiative called SOAR (Save Open Space and
22 Agricultural Resources) to curb urban sprawl, preserve agricultural lands, and protect open space
23 areas in the unincorporated County land and within multiple Ventura County communities
24 including Ventura and the greater Ojai Valley. As such, the level of development within the
25 unincorporated portions of the Watershed has been limited for the last twenty-five years. In 2016,
26 Ventura County voters approved the extension of this initiative to 2050.

1 **5.2 Consumptive Uses**

2 Water from the Ventura River Watershed supports a variety of reasonable and beneficial
3 consumptive uses, including municipal, agricultural, and industrial uses under various claims of
4 right, e.g., riparian, overlying, appropriative, and prescriptive. The types of uses are described
5 below.

6
7 **5.2.1 Reasonable and Beneficial Municipal Uses**

8
9 Water for municipal uses accounts for approximately 55% of the total water demand from
10 the Ventura River Watershed, with residential use making up most of urban water demand. Due
11 to strict conservation efforts, urban water demand has not increased significantly in recent
12 decades, despite growth in population.

13
14 There are four major municipal water suppliers in the Ventura River Watershed. Cross-
15 Defendant Casitas is the largest water purveyor in the Watershed, providing water to both water
16 resale agencies and retail customers. Casitas uses surface water from the Ventura River, which is
17 diverted from the River through the Robles Diversion into Lake Casitas, runoff from the
18 surrounding area adjacent to Lake Casitas, and Groundwater from wells in the Upper Ventura
19 River and Ojai Valley Basins, to provide municipal service to its retail and wholesale customers.
20 Casitas has implemented significant conservation efforts to reduce municipal demand, including a
21 Water Shortage Contingency Plan, consistent with the Urban Water Management Planning Act.
22 Casitas has declared Stage 3 water supply conditions and has implemented restrictions on
23 residential irrigation, reduced customer allocations, and prohibited waste. These efforts include
24 implementing and maintaining Stage 3 drought restrictions since April of 2016. These
25 restrictions include prohibitions on water waste, restrictions on the timing of residential irrigation,
26 and a 30% reduction in all customers' individual allocations for their non-essential outdoor use.
27 Casitas also operates many conservation programs including free water surveys, free water
28 conservation devices, and rebates for small irrigation controllers. In addition, Casitas offers an

1 agricultural rebate program that encourages greater water use efficiency for farms within its
2 service area.

3
4 The City is the second largest municipal supplier within the Ventura River Watershed.
5 The City Produces water through a subsurface diversion and three wells at Foster Park to supply
6 its municipal customers.⁹ The City has a Water Shortage Event Contingency Plan that is
7 consistent with the Urban Water Management Planning Act. The City has implemented
8 significant conservation efforts to reduce municipal demand. These efforts include implementing
9 Water Shortage Regulations and Rates, complying with the mandates of the Water Conservation
10 Act of 2009 (Senate Bill X7-7), maintaining a 20% mandatory conservation cutback, promoting
11 the use of recycled water, offering rebates to encourage water wise landscaping, offering free
12 high efficiency sprinkler nozzles, implementing an Advanced Metering Infrastructure program
13 and a Smart Irrigation Controller program, providing free water efficiency surveys, enacting a
14 Water Rights Dedication and Water Resources Net Zero (In Lieu) Fee Ordinance and Resolution,
15 and taking other steps to reduce consumption.

16
17 Cross-Defendant the Ventura River Water District (“**VRWD**”) is the third largest
18 municipal supplier within the Ventura River Watershed. VRWD supplies water to an area of
19 approximately 3.3 square miles, or 2,103 acres, stretching from the southwestern edge of the City
20 of Ojai down to the northern half of Oak View, and in the eastern half of Casitas Springs. VRWD
21 serves a population of approximately 5,700 through 2,190 connections, and its customers include
22 residential, commercial, and industrial. VRWD does not serve agricultural water. VRWD
23 operates six wells in the Upper Ventura River Basin. VRWD has implemented significant
24 conservation efforts to reduce municipal demand. During the drought, VRWD customers reduced
25 water usage by 35%, and in 2016 VRWD adopted its Water Waste and Conservation Ordinance,
26

27 _____
28 ⁹ The City’s wells are commonly referred to as Nye 7, Nye 8, and Nye 11. The subsurface diversion and Nye 7 and
Nye 8 are subject to the Foster Park Flow Protocols in this Physical Solution. Nye 11 is only utilized during periods
of very high flow and is not part of the Foster Park Flow Protocols.

1 which directed staff to expand public information campaign and increase public outreach, and
2 adopted conservation prohibitions for customers to be enforced by fines and water restrictions.
3 Additional conservation efforts include provision of free water saving equipment, water saving
4 equipment rebates, irrigation efficiency equipment, free water surveys for residential customers,
5 funding for drought education and outreach activities, and water budgets for all customers. The
6 rate structure sends a strong conservation message by putting most costs on the commodity
7 charge with the monthly service charge reduced from \$10 to \$2 effective March, 2021
8

9 Cross-Defendant the Meiners Oaks Water District (“**MOWD**”) is the fourth largest
10 municipal supplier within the Ventura River Watershed. MOWD supplies water to the
11 community of Meiners Oaks on the east side of the Ventura River, providing potable water
12 service to a population of approximately 4,200, through 1,280 service connections. MOWD’s
13 highest priority is to provide water for residential and commercial use, but also provides some
14 water for agricultural use, which is declining. Agricultural connections primarily serve small
15 citrus or avocado orchards. MOWD operates four wells in the Upper Ventura River Basin.
16 MOWD has implemented significant conservation efforts to reduce municipal demand. In 2020
17 MOWD adopted an Allocation Program by which MOWD adopted and enforces all appropriate,
18 applicable water conservation measures and policies adopted by its wholesale supplier, Cross-
19 Defendant Casitas, and MOWD agreed to enact 5 stages of drought measures, consistent with
20 stages that are adopted by Casitas. For each drought stage, MOWD customers are requested to
21 reduce water usage by a given percentage. Decreased water usage is encouraged through
22 MOWD’s water rate structure and required conservation measures are enforced by fines. Since
23 May of 2016 MOWD customers have been subject to a Stage 3 drought emergency, and MOWD
24 has prohibited installation of new or increased in size connections. MOWD required that its
25 customers reduce water use by at least 30%; since the drought emergency declaration, MOWD
26 has actually realized conservation rates of up to 40%.
27
28

1 Other municipal suppliers of water include but are not limited to Cross-Defendants
2 Casitas Mutual Water Company, Gridley Road Water Group, Hermitage Mutual Water Company,
3 North Fork Springs Mutual Water Company, Old Creek Road Mutual Water Company, Rancho
4 del Cielo Mutual Water Company, Senior Canyon Water Company, Siete Robles Mutual Water
5 Company, Sisar Mutual Water Company, and Tico Mutual Water Company.

6
7 In addition, water for domestic use is provided by way of private wells located on private
8 property. It is estimated that there are approximately 367 active wells in the Ventura River
9 Watershed. Owners/Operators of these wells are either Parties to this Action or have been
10 provided notice of this Action.

11
12 **5.2.2 Reasonable and Beneficial Agricultural Uses**

13
14 Use of water from the Watershed for reasonable and beneficial agricultural uses supports a
15 significant farming economy within the Watershed. According to DWR’s Agricultural Land Use
16 and Crop Mapping from 2014, citrus and avocado are the primary crops grown within the
17 Watershed, with citrus constituting approximately 51% of the active agricultural acreage and
18 avocados constituting 32%. Other crops include but are not limited to grains, hay, row crops,
19 berries, olives, grapes, apples, walnuts, flowers, Christmas trees, and other fruit tree crops.

20
21 The State Board regulates irrigated agriculture in the Watershed through the statewide
22 Irrigated Lands Regulatory Program to prevent agricultural discharges from impairing surface
23 water and Groundwater bodies. The regulations that apply to irrigated agriculture in Ventura
24 County are contained in the *Conditional Waiver of Waste Discharge Requirements for*
25 *Discharges from Irrigated Lands within the Los Angeles Region* (“**Conditional Waiver**”). The
26 Ventura River Watershed contains approximately 3,253 acres of irrigated agriculture. As of
27 2019, approximately 92% of those acres (2,978 acres) were enrolled in the Ventura County
28 Agricultural Irrigated Lands Group (“**VCAILG**”). In order to protect both surface water and

1 Groundwater quality, the Conditional Waiver requires that growers implement best management
2 practices that address the quantity and quality of runoff and leachate from agricultural acreage.
3 Because adoption of efficient irrigation practices limits discharges to both surface and
4 Groundwater, promotion of irrigation efficiency is a priority for VCAILG and other agricultural
5 support services in Ventura County. Improvements in irrigation efficiency are promoted through
6 outreach, education classes and on-farm demonstrations, irrigation system testing services, and
7 grant programs for purchase and installation of water saving equipment, such as micro sprinkler
8 and drip irrigation systems.

9
10 Water sources to support reasonable and beneficial agricultural uses include Groundwater
11 from private wells or from small water companies, with water from Casitas used for supplemental
12 or backup water. Agriculture has implemented significant conservation efforts; specifically,
13 highly efficient irrigation systems (drip, micro sprinkler, and combinations thereof) are employed
14 on the majority of irrigated agriculture, irrigation systems are routinely tested for distribution
15 uniformity, and irrigation runoff is minimal in the Watershed.

16
17 Agricultural users within the Watershed include but are not limited to Cross-Defendants
18 Wood-Claeyssens Foundation, Rancho Matilija Mutual Water Company, Senior Canyon Mutual
19 Water Company, Rancho De Cielo Mutual Water Company, Gridley Road Water Group,
20 Hermitage Mutual Water Company, Sisar Mutual Water Company, Casitas' and MOWD's
21 agricultural customers, and family farms in the Ojai Valley.

22
23 The Wood-Claeyssens Foundation and its farm tenants and sub tenants produce water for
24 agricultural and domestic uses on the historic Taylor Ranch property, which borders the lower
25 Ventura River and overlies the Lower Ventura River Basin. They are working closely with the
26 Ventura Farm Bureau and the Ventura County Irrigation Land Group to farm strawberries using
27 best management practices including micro sprinklers and drip irrigation to minimize water use
28

1 and runoff and for the lemon and avocado orchards, planting the trees on raised beds using drip
2 irrigation, which minimizes water use and virtually eliminates runoff.

3
4 The Rancho Matilija Mutual Water Company produces water from the Watershed for its
5 shareholders to use for agricultural irrigation (primarily blackberries, row crops, and tangerine
6 orchards at this time) and for domestic ranch and livestock uses on their properties located
7 northeast of Lake Casitas. Rancho Matilija's shareholders have implemented water conservation
8 measures such as real-time smart phone-connected moisture sensing used to determine drip
9 irrigation frequency and duration as well as land fallowing.

11 **5.2.3 Reasonable and Beneficial Industrial Uses**

12
13 Water from the Ventura River Watershed is also used for reasonable and beneficial
14 industrial uses. Such uses include, but are not limited to, support of oil and gas operations.
15 Certain petroleum production-related wells extract and inject fluids, including waters, from or
16 into formations that are not underground sources of drinking water in accordance with the Safe
17 Drinking Water Act or are otherwise exempted from protection pursuant to 40 C.F.R. section
18 146.4 and the California Public Resources Code section 3131, and the Physical Solution does not
19 apply to petroleum production-related wells that extract or inject fluids, including waters from or
20 into formations that are not underground sources of drinking water or are exempted aquifers. The
21 major oil field in the watershed is the Ventura oil field, an area that covers approximately 3,410
22 acres on both sides of Highway 33 in the lower Watershed near the coast. The Ojai oil field
23 comprises 1,780 acres of active fields. There are over 700 active oil wells in the Watershed. Aera
24 Energy LLC is the primary oil and gas producer in the Watershed. Although it operates the
25 extraction wells described above, it obtains its potable water from the City. Beyond oil fields, the
26 Watershed's major industrial land use is in the lower watershed along Ventura Avenue east of the
27 Ventura River. Various manufacturing, construction, processing, and industrial storage facilities
28 occupy this area, a number of which serve as support services to the oil extraction industry.

5.2.4 Changes in Consumptive Use

There was significant population growth in Ventura County from 1960 through 2010, increasing from approximately 115,000 people in 1950 to 199,000 people in 1960 and then rapidly increasing in 1970 (376,000 people), 1980 (529,000 people), 1990 (669,000 people), and 2010 (826,000 people). After 2010, population growth in the County slowed substantially and declined over the period of 2017 to 2020. Despite this significant overall population growth over time, consumptive use has not grown at a comparable rate due to conservation, changes in land use, and increased agricultural efficiency. An analysis of average daily flow data from USGS Gages 11118500, 11117500, and 11116000 indicates that instream flows metrics (e.g., 60% and 40% exceedance flows, mean annual flows, and median annual flows) have been the same or slightly higher since the construction of the Casitas and Matilija Dams in the 1950s and 1960s. Therefore, changes in consumptive use have not had a detectable effect on instream flows within the period of record analyzed (1930-2019).

5.3 Instream Uses – *Oncorhynchus mykiss*

The Ventura River Watershed is home to many instream uses. It is home to eleven endangered or threatened species, including the Southern California Steelhead, arroyo toad, California least tern, California red-legged frog, Foothill yellow-legged frog, Least Bell's vireo, southwestern willow flycatcher, and western snowy plover. This Physical Solution uses the health of the Southern California Steelhead population as a proxy for the overall health of the instream uses in the Ventura River Watershed, and that population will be referred to in this Physical Solution as the "Fishery." The life stages, habitat, and other details regarding the Southern California Steelhead within the Ventura River Watershed are described below.

The Watershed provides habitat for adult holding and spawning and juvenile rearing of both anadromous steelhead trout and resident rainbow trout (together classified taxonomically as *Oncorhynchus mykiss*, which is typically abbreviated as *O. mykiss*). *O. mykiss* have different life

1 history forms, including as rainbow trout or as steelhead trout. *O. mykiss* that remain in
2 freshwater throughout their lifecycle are referred to as Rainbow Trout and have a resident life
3 history form. *O. mykiss* that migrate to the Pacific Ocean and then return to spawn in freshwater
4 are referred to as Steelhead Trout and have an anadromous life history form. Both life history
5 forms can be produced by a single set of parents depending on a variety of variables. The core
6 goal of this Physical Solution is to address the anadromous life history form of the Southern
7 California Steelhead within the Ventura River Watershed that has been listed as endangered under
8 the Endangered Species Act. However, for purposes of the Physical Solution’s monitoring and
9 performance evaluation, the target species has been defined as all *O. mykiss* that inhabit waters of
10 the Ventura River and its tributaries downstream of the first impassable barrier or impediment to
11 upstream migration and have volitional access to coastal marine waters.

12
13 The particular anadromous life history form of *O. mykiss* in the Ventura River Watershed
14 has been designated as the Southern California Steelhead Distinct Population Segment or DPS.
15 In 1997, the Southern California Steelhead Evolutionarily Significant Unit (“ESU”) was listed as
16 endangered under the Federal Endangered Species Act. (62 FR 43937-01.) In 2005, critical
17 habitat for the Southern California Steelhead ESU was designated, including approximately 48
18 miles of the Ventura River and its tributaries within the Ventura River Hydrologic Unit. (70 FR
19 52488-01.) In 2006, the Southern California Steelhead DPS was listed as endangered.¹⁰ (71 FR
20 834-01.)

21
22 The life history of a Southern California Steelhead starts when a female excavates a
23 shallow nest, termed a “redd,” in streambed gravel and deposits eggs, which males then fertilize.
24 The period between fertilization by the male and hatching varies, lasting from about three weeks
25 to two months depending on water temperature and other factors. After the eggs hatch, the young
26 fish remain in the gravel nest for a period of time as they develop (termed “alevins”) before
27

28 ¹⁰ Since 2006, the phrase Distinct Population Segment or DPS, has replaced ESU.

1 emerging into the surface waters. The young fish, known as fry, emerge from the gravel two to
2 six weeks after hatching. The young *O. mykiss* remain in the creek or river rearing for a period of
3 one to two years as they grow and develop into the parr stage.

4
5 Parr eventually undergo a physiological change known as smoltification that allows them
6 to migrate to saltwater (e.g., the Pacific Ocean). After growing in the marine environment for
7 typically one to four years, steelhead leave the marine environment to reproduce in the freshwater
8 environment (e.g., the Ventura River). Returning adults typically migrate to their natal rivers or
9 streams but can also spawn in non-natal streams. Steelhead, unlike salmon, may survive after
10 spawning and migrate back downstream to the ocean to spawn again the next year. Post-
11 spawning adult steelhead are termed Kelts. Steelhead, primarily females, may spawn two or three
12 times before they die.

13
14 The habitat and flow needs of the Southern California Steelhead are variable depending on
15 the life stage of the species. Primary constituent elements (“PCEs”) have been described by the
16 National Marine Fisheries Service for each life history stage of Southern Steelhead critical habitat
17 as essential to the conservation of the species. (70 FR 52630). The general PCEs for steelhead
18 are described below.

19
20 **5.3.1 Spawning**

21
22 Freshwater spawning sites with water quantity and quality conditions and substrate
23 supporting spawning, egg incubation, hatching, and larval development.

24
25 **5.3.2 Rearing**

26
27 Freshwater rearing sites with water quantity and floodplain connectivity to form and
28 maintain physical habitat conditions and support juvenile growth and movement; water quality

1 and forage supporting juvenile development; and natural cover such as shade, submerged and
2 overhanging large wood, large rocks and boulders, and juvenile and adult forage, including
3 aquatic invertebrates and fishes, supporting growth and maturation.

4 5 **5.3.3 Migration**

6
7 Freshwater migration corridors free of passage obstruction with water quantity and quality
8 conditions suitable for juvenile and adult movement and survival.

9 10 **5.3.4 Estuary**

11
12 Estuarine areas with water quality, water quantity, and salinity conditions suitable for
13 juvenile rearing and the physiological transitions between fresh- and saltwater (smolting).

14 15 **5.3.5 Marine Areas**

16
17 Nearshore and offshore marine areas with water quality and quantity conditions and
18 forage, supporting growth and maturation.

19 20 **5.4 Protection of Both Instream and Consumptive Uses**

21 The purpose of this Physical Solution is to protect both the reasonable and beneficial
22 instream and consumptive uses described above. Continued consumptive use of water from the
23 Watershed is essential to support human life, health, and the economy that is dependent on the
24 Watershed for this vital resource. At the same time, this Physical Solution establishes a
25 commitment to maintain the steelhead population in the Ventura River Watershed through
26 improvements to habitat quality and availability for all freshwater life stages of steelhead, as well
27 as to preserve **Historical Flow Conditions**, which are conditions in the Watershed in the pre-
28

1 development period generally before 1959 as determined from gages at Casitas Bridge¹¹ (gage
2 11118500), San Antonio Creek (gage 11117500), and North Fork Matilija Creek (gage
3 11116000), as set forth herein in section 7.3 and in the Plan, necessary to support steelhead
4 whenever physically practicable. This Physical Solution therefore balances the uses in the
5 manner compelled by Article X, section 2 of the California Constitution, the public trust doctrine,
6 and California water law by imposing the Physical Solution set forth in Section 7 of this Physical
7 Solution.

8
9 **6. INTEGRATION OF PHYSICAL SOLUTION WITH GROUNDWATER**
10 **SUSTAINABILITY PLANS**

11 GSPs are currently being developed for the Ojai Valley Basin and the Upper Ventura
12 River Basin to meet the January 31, 2022 implementation date required by SGMA and have not
13 been completed. In addition, GSPs may be developed for the Upper Ojai and Lower Ventura
14 River Basins in the future. The Physical Solution is designed to minimize interference with the
15 timely completion and implementation of the ongoing GSPs, and, in accordance with this
16 Physical Solution, the Parties and the **Management Committee (“MC”)**, an arm of the Court,
17 appointed by the Court, to administer this Physical Solution and Judgment, will coordinate with
18 the GSAs completing the GSPs in finalizing and preparing the Plan to prevent duplication of
19 efforts, through their participation in the MC.

20
21 Water Code section 10733.6(b)(2) provides that management of a basin pursuant to an
22 adjudication action may satisfy SGMA requirements. At the election of each GSA, portions of the
23 Management Plan could be used to inform the management of the Upper Ventura River and Ojai
24 Basins in accordance with SGMA. The Physical Solution is expressly designed to assist the
25 GSAs with addressing one of the six “undesirable results” identified by SGMA—the significant
26 and unreasonable depletion of interconnected surface water caused by groundwater pumping,
27

28 ¹¹ USGS also refers to this gage as “Ventura R NR Ventura”

1 here, the impacts to the Fishery. (See Water Code § 10721 (x)(6).) The Physical Solution
2 addresses potential undesirable effects of groundwater pumping on the depletion of
3 interconnected surface water, as defined by SGMA, regarding the beneficial use of interconnected
4 surface water by the Fishery. At their discretion, GSAs in the Ventura River Watershed may rely
5 on implementation of the Physical Solution for a finding that no additional implementation
6 measures are required to address potential significant and unreasonable effects of groundwater
7 pumping on the beneficial use of interconnected surface water by the Fishery, in the event that
8 any such potential significant and unreasonable effects of groundwater pumping are identified
9 during initial GSP development or subsequent 5-year GSP updates.

11 **7. PHYSICAL SOLUTION AND MANAGEMENT PLAN**

12 **7.1 Three Phases of the Physical Solution**

13 The Physical Solution includes of three phases, as briefly described here and as described
14 in detail in Section 7.3.8 below. The first phase, the **Adoption Phase**, is short, begins when the
15 Physical Solution is entered, and allows the Parties time to establish the governance structure and
16 adopt the Management Plan that will inform the following two phases. In addition, during the
17 Adoption Phase, the Parties will take the specific actions set forth below to improve the
18 Watershed during this short period. The second phase, the **Initial Implementation Phase**, is a
19 ten-year period after adoption of the Management Plan in which the Parties will implement the
20 Management Plan, and regularly update and adaptively manage the Plan based on new
21 information. The third phase, the **Subsequent Implementation Phase**, is a continuing series of
22 ten-year periods in which the Parties will continue to implement and adaptively manage the
23 Management Plan until and so that Good Condition is achieved. Each of the three phases
24 includes distinct management objectives and elements that must be met by the Parties, as further
25 described in this Physical Solution. The purpose of phasing the Physical Solution is to allow the
26 Parties to transition from the existing conditions within the Watershed (referred to as the **Baseline**
27 **Conditions** and initially described in Section 7.2 below and as will be further defined in the
28 Management Plan) to the improved conditions identified in the Management Plan.

1 suitable habitat, and biological interactions with native and non-native species, there is high
2 variability in *O. mykiss* population abundance within the Ventura River Watershed.

3
4 There are many different ways to divide the Watershed for purposes of establishing
5 Baseline Conditions and efficient management of the system. Historically, and as a matter of
6 convenience, the Ventura River has been described as having the five reaches that are identified
7 earlier in this Physical Solution. Other methods have described the River as having more than
8 twenty reaches, and the Department Report uses sixteen reaches. This Physical Solution uses the
9 seven reaches and associated functions and habitat assessment described below, in which reaches
10 are defined based on the habitat requirements of the Watershed and the specific lifecycle needs of
11 the steelhead associated with that habitat. These seven reaches are described in Table 1 and
12 depicted in Exhibit E to this Physical Solution at page E-2, and the Baseline Conditions of each
13 reach at the time of this Physical Solution are described as follows:

14 15 **7.2.1 Reach V1**

16
17 Reach V1 begins at the Pacific Ocean and extends to the Main Street bridge crossing.
18 Reach V1 includes the Ventura River lagoon and estuary. All adult steelhead entering the
19 Ventura River from the Pacific Ocean, and all steelhead out-migrants (juvenile smolts and post-
20 spawning adults) must pass through Reach V1. Steelhead smolts that can reach the lagoon and
21 estuary from upstream rearing habitats may also continue rearing in the lagoon and estuary where
22 prey items are generally abundant. However, the area of the historic lagoon and estuary has been
23 reduced and habitat degraded by approximately 70%. Therefore, under Baseline Conditions, the
24 primary steelhead lifecycle function of Reach V1 is for migration.

7.2.2 Reach V2

1
2
3 Reach V2 begins at the Main Street Bridge from the upstream end of the lagoon and
4 estuary and ends where the Shell Road Bridge crosses over the Ventura River. A major limiting
5 factor in Reach V2 is the presence of extremely dense stands of *Arundo donax* (“**Arundo**”),
6 primrose, and other non-native aquatic macrophytes that choke the river channel and riparian
7 zone, precluding the presence of native plants (especially willows) and blocking or impeding both
8 upstream and downstream passage of steelhead. *Arundo* removes surface water (through
9 evapotranspiration) at higher rates (three times the rate) than native plants. Combined with the
10 abundance of non-native common carp that degrade habitat and water quality for steelhead,
11 potential rearing habitat (pools) is severely degraded in Reach V2 at this time. Therefore, under
12 Baseline Conditions, there is no spawning habitat within this reach, and the sole steelhead
13 lifecycle function of Reach V2 is for migration.

7.2.3 Reach V3

14
15
16
17 Reach V3 begins at Shell Road bridge and ends at the confluence of San Antonio Creek
18 and the Ventura River. Under Baseline Conditions, reach V3 suffers from *Arundo* infestation,
19 degraded stream habitats, and an absence of boulder clusters. Reach V3 includes Foster Park.
20 The subsurface dam and related facilities in the vicinity of Foster Park sometimes act as barriers
21 or impediments to steelhead migration under certain conditions. Under Baseline Conditions, this
22 reach is primarily a passage corridor for upstream and downstream migrating steelhead.
23 However, spawning and rearing may be supported in certain portions of Reach V3, including in
24 the area of Casitas Springs and at the confluence of San Antonio Creek. The general pattern is
25 that fish that spawn in San Antonio Creek (Reach SA1) move to the confluence of the Ventura
26 River and to the Casitas Springs areas of Reach V3 under favorable conditions during the spring
27 to rear in the mainstem Ventura River over the summer and fall months.
28

7.2.4 Reach SA 1

1
2
3 Reach SA 1 includes that portion of San Antonio Creek from its confluence with the
4 Ventura River upstream to Fox Canyon. Under Baseline Conditions, San Antonio Creek contains
5 good spawning habitat, and relatively good habitat for young-of-the-year juvenile rearing.
6 However, under Baseline Conditions there is a lack of rearing habitat for older juveniles due to
7 the lack of pools throughout San Antonio Creek. The absence of pool habitat forces rearing
8 juveniles to an early outmigration into the mainstem rearing habitat in Reach V3 adjacent to and
9 downstream from the confluence with the Ventura River. There is also an absence of boulder
10 clusters and other cover for juvenile rearing *O.mykiss* that would provide velocity refuges and
11 cover, juvenile and adult steelhead holding and foraging sites, substrate for algal and
12 macroinvertebrate production that are important to the food resources for juvenile *O. mykiss*
13 growth and survival and also promote pool formation. The presence of *Arundo* is another
14 limiting factor in this reach. An additional limiting factor in San Antonio Creek is the presence of
15 livestock that, when unconstrained, trample the stream banks, causing sedimentation in the stream
16 channel and spawning beds and reducing riparian vegetation as well as increased nutrient and
17 coliform loading to the creek.

7.2.5 Reach V4

18
19
20
21 Reach V4 is located between the confluence with San Antonio Creek and the Robles
22 Diversion Facility. Under Baseline Conditions, this reach includes what is commonly referred to
23 as the “dry reach” downstream of the Robles Diversion Facility that often has intermittent flows
24 or is dry during the summer and fall months. Under dry conditions, adult steelhead are unable to
25 migrate to upper Watershed spawning and rearing habitat, and smolts that are produced in the
26 upper Watershed (Reach V5 and Reach NF 1) are unable to out-migrate through this reach.
27 Further, smolts that do attempt to out-migrate may be stranded in drying pools, including pools
28 just downstream of the Robles Diversion Facility. During wet years, this reach is suitable for

1 steelhead migration for short periods during extended runoff from storms. Under Baseline
2 Conditions, therefore, the lifecycle function served by Reach V4 is for migration under suitable
3 precipitation conditions.

4 5 **7.2.6 Reach V5**

6
7 Reach V5 extends upstream from the Robles Diversion Facility to the confluence of
8 Matilija Creek and North Fork Matilija Creek, including the section below Matilija Dam. Under
9 Baseline Conditions, Reach V5 contains some rearing and spawning habitat. Its primary
10 functions under Baseline Conditions are for migration, spawning, and juvenile rearing, but the
11 presence of non-native predatory largemouth bass in this reach may reduce juvenile steelhead
12 survival.

13 14 **7.2.7 Reach NF 1**

15
16 Reach NF 1 extends from the confluence of North Fork Matilija Creek to the upstream
17 reaches of North Fork Matilija Creek where a complete barrier or impediment to upstream
18 migration exists at the Wheeler Gorge Campground. Under Baseline Conditions, Reach NF 1 has
19 good steelhead spawning and rearing habitat where available, with higher densities of *O. mykiss*
20 spawners and both young-of-the-year and older juveniles than reaches in the lower Watershed.
21 This reach has good pool rearing habitat. This reach also includes the presence of resident
22 steelhead/rainbow trout that support the overall steelhead population. Limiting factors under
23 Baseline Conditions in this reach include only marginal availability of suitably sized spawning
24 areas and gravel, and potential competition between juvenile steelhead and resident rainbow trout.

1 **7.2.8 Continuing Jurisdiction is Reserved for Coyote Creek and Cañada**
2 **Larga Tributaries**

3
4 Although no management actions are presently recommended for two tributaries of the
5 Ventura River, they are nevertheless included in this Physical Solution, and the Court retains
6 continuing jurisdiction over them. First, Coyote Creek from Lake Casitas to the confluence with
7 the Ventura River is dry much of the year due to the Lake Casitas Dam, and the habitat in this
8 reach is severely degraded. In addition, on the Cañada Larga tributary, the Highway 33 bridge
9 creates a barrier or impediment to steelhead passage, but it cannot reasonably be removed. The
10 stream is usually dry in summer and fall, and cattle graze along and into the streambed. The
11 adaptive management process in this Physical Solution will allow for the reconsideration of
12 management actions for these two tributaries in the future.

13
14 **7.3 Management Plan/Mandatory Plan Elements**

15 The core of this Physical Solution is the development, implementation, and adaptive
16 management and updating of a Management Plan (or the “Plan”) that will move the condition of
17 the Southern California Steelhead in the Watershed from Baseline Conditions to Good Condition,
18 as defined in the Plan and in this Physical Solution, during the life of the Physical Solution.
19 While rainfall and flow in the Watershed has largely remained consistent over the historical
20 period (generally 1929 through 2019), habitat conditions in the Watershed downstream of
21 Matilija Dam have been degraded over the past 150 years through agricultural and urban
22 development, construction of dams, water storage infrastructure, flood control infrastructure, and
23 other factors. Historical flow records are available prior to 1958 (pre-development conditions)
24 and post-1958 in three critical reaches in the Watershed: Ventura River near Foster Park, lower
25 San Antonio Creek, and North Fork Matilija Creek. The population of Ventura County was
26 substantially lower in the pre-development period, and major water infrastructure projects, e.g.
27 Robles Diversion and Casitas Dam, did not exist, and the Fishery was reported to be in Good
28 Condition. By 1959, Matilija Dam, Casitas Dam, and the Robles Diversion Canal were all

1 completed projects. Additionally, population in Ventura County rapidly increased from 1960
2 through 2010. Flow metrics were the same or lower during the pre-development period as
3 compared with the post-development period in the three critical reaches. The fish population was
4 higher in the pre-development period as compared with the post-development period, even though
5 flows were the same or lower than post-1958 conditions. This finding coupled with the
6 degradation of the Fishery habitat over the last century demonstrates that habitat conditions,
7 rather than flow conditions alone, have affected the Fishery. Accordingly, improving habitat
8 conditions with non-flow measures and preserving Historical Flow Conditions will improve the
9 Fishery to ultimately achieve Good Condition.

10
11 Specific efforts to maintain Historical Flow Conditions upon which the Southern
12 California Steelhead depend and habitat enhancement Plan elements are expected to contribute to
13 improved access and migration opportunity, habitat quality, availability, and suitability. These
14 efforts to maintain Historical Flow Conditions and implement these habitat improvements are
15 expected to lead to improved abundance of steelhead and other fish and wildlife within the
16 Watershed. The Plan will also provide detailed monitoring programs to assess the performance of
17 Plan elements and status and trends in the *O. mykiss* population over time as well as provide
18 feedback for adaptive management. The hydrogeology of the Watershed and the seasonality and
19 variability of precipitation cause portions of the mainstem river and tributaries to exhibit
20 intermittent flows during the summer months, regardless of human consumptive use. This creates
21 dry reaches where no summer rearing by Steelhead or other fish is possible. These intermittent
22 reaches usually provide passage corridors during higher flow periods in the winter and early
23 spring. Actions to protect Historical Flow Conditions, which are largely replicated by existing
24 flow conditions, in combination with habitat enhancement elements identified in the Plan, will be
25 sufficient, barring extraordinary conditions, to move the Fishery from Baseline Conditions to
26 Good Condition.

1 The required elements of this Plan are set forth in this Section 7.3 of the Physical
2 Solution. During the Adoption Phase, the Parties will create more specific mandatory
3 implementation actions and details to achieve the required elements and adopt the final Plan,
4 subject to Court oversight. During the Initial Implementation and Subsequent Implementation
5 Phases, the Parties will implement the Plan, annually measure its success, and adaptively manage
6 it based on the results of the monitoring and other conditions such as project feasibility. The
7 Court will retain jurisdiction to ensure Plan implementation and to address material excursions
8 below Baseline Conditions, following the procedures outlined in this Physical Solution. The Plan
9 must include the mandatory elements described in this section.

10
11 **7.3.1 Management Objectives**

12
13 The Plan shall develop and implement actions that are intended to move the condition of
14 the Fishery in the Watershed from Baseline Conditions to Good Condition, as defined in the Plan
15 and this Physical Solution.

16
17 **7.3.2 Baseline Conditions Refined**

18
19 The Plan shall provide a more detailed assessment of Baseline Conditions that will include
20 the definition contained herein but shall include additional metrics to assist with determining
21 material excursions below Baseline Conditions and improvements above Baseline Conditions.
22 As discussed more fully in Section 7.3.3 below, these metrics will include both qualitative and
23 quantitative assessment methods, with the final assessment being qualitative based on the weight
24 of the evidence.

7.3.3 Healthy Fishery/Good Condition Defined

The Plan shall establish detailed criteria to be used to define and measure what constitutes a healthy Fishery and Good Condition in the Watershed. The Plan shall, at a minimum, use the following approach to Good Condition. The recognized method for determining whether a fishery is in good condition is to assess the condition of the fishery at the individual, population, and community levels or tiers. Under this method, the Fishery in the Watershed will be considered to be in a Good Condition when the qualitative individual, population, and community conditions described below are being achieved. The naturally high variability in the dynamics of the Ventura River *O. mykiss* population makes certain quantitative metrics infeasible, and hence this Physical Solution uses qualitative assessment based on the weight of the evidence (evidence which includes both qualitative and quantitative metrics) to make a final assessment of the condition of the Fishery. Nevertheless, the Plan will include, as set forth in section 7.3.8 and elsewhere, consideration of quantitative monitoring of measurable objectives and metrics as well as qualitative indicators of Plan performance. Examples of measurable objectives include metrics such as plunge pool depth and jump height at passage impediments, water depth and velocities at modified low-flow passage impediments, gravel size distribution at gravel enhancement sites, genetic diversity, water depths, dissolved oxygen concentrations, and water temperatures within mainstem and tributary reaches supporting spawning and juvenile rearing habitat. Semi-quantitative metrics will also be used to evaluate Plan performance such as comparisons between design criteria for each physical habitat enhancement project and as-built construction and monitoring, compliance with the Plan implementation schedule, resilience of habitat elements to change under high flow conditions, effectiveness of *Arundo* removal and revegetation, and monitoring of habitat suitability indicators. Qualitative observations and indicators include evidence of successful reproduction, evidence of multiple age and size classes, trends over time of adult steelhead return abundance, noting the frequency and duration of sand bar breaching, health and condition of individual fish, species diversity, changes in *O. mykiss* densities and abundance between spring and fall and among years, changes in relative abundance of predatory

1 fish, spawning and rearing habitat usage, and observations of successful upstream passage. The
2 qualitative and quantitative metrics established in the Plan and Plan performance will be assessed
3 based on the weight of the evidence and on the specific functions served by each reach of the
4 Watershed. The general conditions that the Plan must use to assess the condition of the *O. mykiss*
5 population within the Watershed are as follows:

7.3.3.1 *O. Mykiss* Population

8 The *O. mykiss* population may be considered to be in a Good Condition if, based on
9 snorkel surveys or similar evidence, the population shows presence within suitable habitats
10 (including those areas where habitat enhancement actions have been implemented as part of this
11 Physical Solution) within the geographic distribution of the Ventura River Watershed, or the
12 population shows evidence of rebounding following adverse environmental conditions, such as
13 drought. Natural *O. mykiss* populations, including the Ventura River population, experience
14 dynamic and variable abundance within and between years in response to a number of factors,
15 many of which are outside of the control of the Physical Solution (e.g., ocean conditions,
16 interactions with native and non-native species, baseline hydrologic conditions, and extended
17 droughts, etc.) and therefore population abundance or species densities alone are not an effective
18 measure of the condition of the Fishery. However, when assessed within this dynamic and
19 variable system, the *O. mykiss* population should be present within suitable habitat within the
20 Watershed when the Fishery is in a Good Condition.

7.3.3.2 *O. Mykiss* Population Diversity

23 The *O. mykiss* population may be considered to be in Good Condition if, based on snorkel
24 surveys or similar evidence, the population shows evidence of life stage diversity as reflected by
25 multiple age classes, including successful reproduction reflected in the presence of young-of-the-
26 year *O. mykiss*.

7.3.3.3 Condition of Individual *O. Mykiss*

The *O. mykiss* population may be considered to be in a Good Condition if, based on snorkel surveys or similar evidence, individual fish in the documented population appear to be healthy and in good shape, free from abnormalities associated with a diseased or unhealthy population.

7.3.3.4 Condition of Overall Watershed *O. Mykiss* Population

The *O. mykiss* population may be considered to be in a Good Condition if, based on snorkel surveys or similar evidence, the *O. mykiss* population is showing increasing trends while the non-native species predators and competitors of *O. mykiss*, e.g. carp and largemouth bass, are showing decreasing trends.

7.3.4 Required Habitat Improvement Elements

The Plan will include specific management measures or elements that when implemented will improve Baseline Conditions and move the Fishery toward Good Condition. These elements and actions shall be subject to ongoing feasibility determinations and applicable permitting requirements, including but not limited to necessary approvals by the Ventura County Watershed Protection District. The elements shall be subject at all times to adaptive assessment and management as set forth in Section 7.3.8. This adaptive assessment and management process will require that if projects prove to be infeasible, they are timely replaced with other projects of equal or greater value, unless a determination is made by the MC that replacement is not required to achieve Good Condition. Measures can be completed by entities that are not a Party to this Physical Solution; however, this Physical Solution imposes a duty to support all management elements in the Plan and ensure their implementation. At a minimum, the Plan shall include the following elements:

1 **7.3.4.1 Fish Passage Improvements 1 – Sub-Surface Interceptor Wall**
2 **and Improvements Around Concrete Pipe at Foster Park**

3 Fish Passage Improvements 1 consist of the notching of the existing sub-surface dam at
4 Foster Park, within Reach V3, and improvements around a concrete pipe in the Ventura River that
5 currently serve as potential fish passage barriers or impediments under low-flow conditions. The
6 goal of the projects is to extend the flow range for unimpeded passage for *O. mykiss* and allow
7 greater access to existing habitat in the upper Watershed. The City shall cause the construction of
8 Fish Passage Improvements 1, at its sole cost, during the Adoption Phase.

9
10 **7.3.4.2 Fish Passage Improvements 2 – Improvement of the Fraser**
11 **Street Road Crossing**

12 Fish Passage Improvements 2 consist of improvements to the Fraser Street Road Crossing.
13 The Fraser Street Road Crossing is located in Reach SA 1. Currently, Fraser Street Road
14 Crossing serves as a potential fish passage barrier or impediment under certain flow conditions.
15 Fish Passage Improvements 2 will ensure unimpeded passage across a wide range of flow
16 conditions, providing spawning access over a range of water year types.

17
18 **7.3.4.3 Gravel Enhancement in Matilija Creek and North Fork**
19 **Matilija Creek**

20 This element would augment spawning gravel in Reach NF 1. The element would
21 strategically inject sufficient amounts of suitable size gravels during appropriate years within a
22 period of ten (10) years after entry of the Physical Solution and Judgment. Gravels would then be
23 naturally dispersed downstream during high flow events: (1) to replace gravel recruitment
24 currently blocked by Matilija Dam, (2) to improve gravel substrate for macroinvertebrate
25 production, and (3) to improve the availability of suitable gravel for *O. mykiss* redd construction,
26 spawning, and egg incubation.

7.3.4.4 Boulder and Large Woody Material Augmentation in San Antonio Creek

This element would install boulder cover and large woody material augmentation at multiple locations in San Antonio Creek to enhance juvenile Steelhead rearing habitat, improve protection and cover from predation, increase structural diversity of habitat, and increase holding habitat as a velocity refuge.

7.3.4.5 Large Woody Material Augmentation in the Mainstem Ventura River near the Confluence with San Antonio Creek

This element would increase the availability of large woody material and create and stabilize deeper pool habitat in the mainstem Ventura River near the confluence with San Antonio Creek, improving juvenile over-summering rearing conditions and resulting in greater survival of juvenile rearing steelhead. This reach of the River has public access resulting in the potential for the public to vandalize the enhanced habitat area (e.g., removal of large woody material and boulders, construction of summer rock weirs, destruction or removal of monitoring equipment) as well as illegal angling (poaching) of juvenile and adult *O. mykiss* attracted to the enhanced habitat. As part of the planning process for this Plan element, siting (location within and along the River reach), access (roads, parking, and trails), design features (type, location, anchoring, etc. of structural features, signage), construction methods, and monitoring equipment will be developed collaboratively in consultation with staff (including local wardens) from the Department, the City, National Marine Fisheries Service, Ventura County, and other interested parties. The resulting project design will be reviewed as part of state and federal permitting as well as the public through the California Environmental Quality Act (“CEQA”) review process.

7.3.4.6 Arundo Removal

This element would consist of the removal of Arundo to allow for improvement to naturally occurring instream flows by reducing evapotranspiration, decreasing adverse geomorphological conditions such as channel braiding, encouraging complex habitat creation,

1 increasing native plant and wildlife species, and improving fish passage conditions by removing
2 passage barriers or impediments.

3 4 **7.3.4.7 Predator and Non-Native Fish Management**

5 Invasive non-native fish species impair the viability of the Fishery. Non-native fish
6 species compete with native fish species for food and habitat, degrade habitat quality and water
7 quality (e.g., carp), and are predators (e.g., largemouth bass) on juvenile steelhead. This element
8 would, subject to permitting, implement some or all of the numerous existing and proven non-
9 native fish removal techniques (e.g., electrofishing, netting, hook and line, spearfishing, etc.).

10 11 **7.3.4.8 Matilija Dam**

12 Long-term plans exist for the removal of Matilija Dam. Matilija Dam blocks the
13 migration of Southern California Steelhead into upstream spawning and rearing areas. Removal
14 of the Dam would open access to major upstream spawning and rearing grounds for the Fishery.
15 It is thus the preferred management action to improve the Fishery but may not be possible to
16 achieve within ten years. Consistent with the continuing provision of water for existing
17 reasonable and beneficial municipal, agricultural, industrial, or other consumptive uses, the
18 Parties shall support efforts to remove Matilija Dam. This support shall include, but not be
19 limited to, consideration of the adoption of resolutions of support for Dam removal or submission
20 of written letters of support. The MC shall prioritize the removal of Matilija Dam if it becomes
21 feasible to do so.

22
23 Specifically, the Ventura County Watershed Protection District, along with other private
24 and public partners, is currently pursuing the Matilija Dam Ecosystem Restoration Project. This
25 Project is an initiative to remove Matilija Dam and make other related improvements to the
26 Watershed to facilitate the removal of the Dam. Prior to removal of the Dam, specific
27 downstream facilities must be upgraded to accommodate anticipated changes in sediment
28 transport and flow elevations. Many of these facility upgrades provide benefits to the Fishery by

1 removing barriers or impediments to steelhead migration or reconnecting the Ventura River to
2 portions of its historical floodplain. These projects include, but are not limited to, reconstruction
3 of the Camino Cielo Bridge, which will improve steelhead migration, and improvements to the
4 Casitas Springs levee, which may help reconnect the Ventura River to its historical
5 floodplain. Because projects such as these examples have both immediate Fishery benefits and
6 help facilitate Dam removal, the MC may prioritize these projects as well as the Dam removal in
7 the Plan. In addition, the MC should consider how Dam removal may impact the projects
8 identified in Section 7.3.4 to make sure that those projects will not be adversely impacted by the
9 temporary changes resulting from Matilija Dam removal.

11 **7.3.4.9 Additional Projects for Further Consideration**

12 The Plan shall describe how the Parties will participate and support other Watershed
13 projects that will help improve on Baseline Conditions and move the Fishery toward Good
14 Condition. The Plan will consider other proposed or ongoing Watershed projects, including, but
15 not limited to, removal of the Wheeler Gorge Campground passage barrier, replacement of the
16 current Grand Avenue fair weather crossing with a free span bridge, addressing various pipeline
17 crossings that could present barriers or impediment such as the Casitas pipeline that crosses San
18 Antonio Creek and the Ojai Valley Sanitary District pipeline that crosses San Antonio Creek,
19 brownfield remediation projects, conservation easements or livestock exclusion projects, and land
20 protection projects.

22 **7.3.4.10 Operations, Maintenance, and Monitoring for Projects**

23 For each specific element proposed by the Plan, the Plan shall also provide conditions for
24 long-term operations, maintenance, and monitoring. Provisions for operations, maintenance, and
25 monitoring shall be included in the design of each element, and the MC shall insure that sufficient
26 funding is provided for such operations, maintenance and monitoring.

7.3.5 Required Historical Flow Protection Elements

Precipitation in the Watershed is highly variable both spatially and temporally. Spatially, the upper portion of the Watershed receives, on average, double the annual volume of rainfall received in the lower portion of the Watershed. Seasonally, the Watershed receives most of its rainfall between November and April, with minimal rainfall between May and September. Based on historical records, the Watershed experiences large differences in annual rainfall volume, with wet and dry years at least partially caused by El Niño and La Niña cycles. Because of the extreme variability in precipitation timing and amount in the Watershed, streamflow in the River and its tributaries is also highly variable year-to-year and within a given year, independent of consumptive uses. The Fishery has adapted to this variability in flow in the Watershed and has been considered to be in Good Condition when flows in the past were in the range of current conditions. Accordingly, maintaining the Historical Flow Conditions, in combination with the implementation of other Plan elements, will be sufficient, barring extraordinary conditions, to improve habitat conditions to support the Fishery in Good Condition. Thus, the Plan will include measures to protect Historical Flow Conditions in addition to other Plan elements.

Because the decline in the Fishery is linked most directly to loss of habitat and access thereto, the main actions required by the Plan will focus on improvements to Fishery habitat and Fishery access to habitat. At the same time, however, the Plan must also include specific steps to maintain and, if feasible and not in conflict with applicable GSPs, enhance Historical Flow Conditions critical to the Fishery. At a minimum, the Plan will address three high priority juvenile steelhead rearing reaches and will protect Historical Flow Conditions in these reaches as follows:

(1) Foster Park Flow Protocols. The Plan will recognize and include the City's existing water management protocols at Foster Park that meet or exceed requirements to protect Historical Flow Conditions in this reach. The City's implementation of these Foster Park Flow Protocols

1 does not determine or limit its water rights in any way, consistent with this Physical Solution.

2 The City will be responsible for continuing its existing Foster Park Flow Protocols, as described
3 below:

4
5 (a) When daily average flows as measured at the VR-1 gage fall below 4.0 cubic
6 feet per second (“cfs”) for 3 consecutive days, the City will shut down wells Nye 7 and 8
7 before noon on the following business day;

8
9 (b) If daily average flows as measured at the VR-1 gage fall below 3.0 cfs on any
10 day of the time period in Section (a) above, the City will also shut down the subsurface
11 intake at the same time as the shutdown in Section (a) above;

12
13 (c) If the daily average flows as measured by the VR-1 gage fall below 4.0 cfs for
14 3 consecutive days, but stay above 3.0 cfs during that period, the City would shut down
15 wells Nye 7 and 8 but would be permitted to continue to operate the subsurface intake
16 until the daily average flows fall below 3.0 cfs for three consecutive days, at which time
17 the City will cease all water extraction at Foster Park until flows return to levels above
18 these thresholds.

19
20 (d) The City shall monitor the impact of pumping on instream flows using the
21 VR1 and VR2 gages. The City shall specifically evaluate the impact of continued
22 pumping at the subsurface intake after the shutdown of wells Nye 7 and 8 pursuant to
23 Sections (a) to (c) above. If monitoring at station VR-2 downstream demonstrates a
24 sustained impact on instream flows after the shutdown of wells Nye 7 and 8, or after the
25 shutdown of the subsurface intake, the City and Channelkeeper shall meet and confer on
26 or before 30 June of the following year to discuss whether continuing to pump
27 groundwater when instream flows fall below 4.0 cfs may occur or whether all Production
28 should stop at 4.0 cfs. If the City and Channelkeeper are unable to agree, either may

1 pursue any available legal remedy they have related to the sole question of whether
2 production should stop at 4.0 cfs by seeking resolution of the issue via the Court pursuant
3 to this Physical Solution.

4
5 (e) The Foster Park Flow Protocols may be temporarily modified or suspended
6 under emergency conditions. For purposes of this section, emergency conditions include
7 Act of God, unforeseen pipe failure, and the inability of the City to obtain sufficient
8 usable replacement water from Casitas or other sources to serve its customers. The City
9 shall promptly notify Channelkeeper in writing whenever such an emergency condition
10 exists. The notification shall include the justification for the modification, and supporting
11 documentation. If necessary, the City and Channelkeeper shall meet and confer about the
12 modification or suspension to limit its impact on Southern California steelhead and other
13 impacted species.

14
15 (f) If the City seeks to modify the Foster Park Flow Protocols pursuant to Section
16 (e) above because it is unable to obtain replacement water from Casitas, the City shall
17 provide Channelkeeper with 30 days written notice, if such notice is feasible in light of
18 water management plans or testing trends, or as much advance notice as is feasible when
19 the inability results from an unexpected event. If the modification is based on the inability
20 to obtain replacement water from Casitas, the City shall implement the following specific
21 water conservation measures in the impacted service area during the emergency period of
22 modification or suspension:

23
24 (i) City Actions

- 25 a. Encourage maximum conservation by all customers and users in
26 the impacted area.
27 b. No outdoor irrigation using potable water will be allowed.
28 c. All water use not required for health and safety is prohibited.

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d. Suspend the issuance of any new development approvals and new water connections in the impacted area other than those required to be processed by state law. Building permits which do not create new demand for water or which are for emergencies, public safety and water conservation may be exempted by the City Manager.

(ii) Water Customer Actions

- a. Comply with mandatory water conservation regulations.
- b. Prohibition of all outside water use unless necessary for the preservation of health and safety and the public welfare.
- c. Watering with hand-held five gallon maximum bucket, filled at exterior hose bib or interior faucet (not by hose) shall be allowed at any time. This will assist in preserving vegetable gardens or fruit trees.
- d. The filling of swimming and wading pools is prohibited;

(2) San Antonio Creek. The Plan shall identify Historical Flow Conditions and measures to prevent degradation of flows in San Antonio Creek, as measured at the gage at San Antonio Creek (U.S. Geological Survey (USGS) gage 11117500; VCWPD Station 605), and implement monitoring measures.

(3) North Fork Matilija Creek. The Plan shall identify Historical Flow Conditions and measures to prevent degradation of Historical Flow Conditions in North Fork Matilija Creek, as measured at the gage at North Fork Matilija Creek (USGS gage 11116000; VCWPD Station 604), and implement monitoring measures to determine whether it is feasible to enhance flows and/or habitat in North Fork Matilija Creek.

1 Consistent with the continuing provision of water for existing reasonable and beneficial
2 municipal, agricultural, industrial, or other consumptive uses, the Plan shall also contain an
3 element to consider other mandatory Plan elements to be implemented by the Bound Parties,
4 designed to enhance flow by reducing demand for water from the Watershed or to adjust the
5 timing and amount of Production as necessary to maintain and, if feasible, enhance base flows to
6 improve habitat conditions for steelhead. Such efforts, upon a finding of cause and effect
7 between that Production and Fishery condition, may include conservation efforts, scheduling the
8 timing of Production in a manner consistent with the life stage needs of the steelhead, and
9 reducing Production consistent with existing reasonable and beneficial uses and would be
10 equitably tailored to each Bound Party, taking into consideration past and current conservation
11 efforts. The Plan may also consider any other feasible elements to be implemented by the Bound
12 Parties to improve water quality within the Watershed as specifically related to the condition of
13 the Fishery. Subject to the **Uncontrollable Conditions**, the Court retains jurisdiction to order
14 specific water management actions when there are material excursions below Baseline Conditions
15 during the Implementation Phases.

16 17 **7.3.5.1 Voluntary Water Management Measures**

18 The Plan shall include the Production Forbearance Program ordered and approved by the
19 Court under its continuing jurisdiction and developed and administered by the MC, which will
20 provide water right protection to Producers who voluntarily and demonstrably reduce Production
21 from the Watershed as set forth in Exhibit F. Examples of these efforts include the projects
22 identified as part of the Ventura River Watershed Instream Flow Enhancement and Water
23 Resiliency Framework, which operate in furtherance of the Physical Solution and the
24 optimization of beneficial use. Nothing herein prevents any Bound Party from pursuing a change
25 of water rights under Water Code section 1707.

7.3.6 GSP Processes

The Plan shall describe how the Plan will work in concert with the GSP processes. Consistent with the continuing provision of water for existing reasonable and beneficial municipal, agricultural, industrial, or other consumptive uses, the Parties shall exercise good faith and reasonable efforts to participate in the implementation of GSPs for the Basins within the Watershed that require GSPs. In accordance with Code of Civil Procedure section 830(a)(4), the Parties anticipate that this Physical Solution will help to achieve the Groundwater sustainability goals of SGMA within the Watershed. Specifically, this Physical Solution will improve the Fishery, which may be relevant to the undesirable result of depletions of interconnected surface water that have significant and unreasonable adverse impacts on beneficial uses of the surface water, as defined in Water Code section 10721(x)(6). The Plan shall be consistent with the GSPs adopted in the Watershed. By implementing the Plan to maintain the Fishery in a Good Condition, the Parties are avoiding any significant and unreasonable adverse impacts to instream beneficial uses that may be associated with Production in the Basins. GSAs may choose to use data and information from the Physical Solution for GSP purposes. In addition, participation by the Parties in the implementation of the GSPs, once adopted and enforced by the GSAs, will assist in the implementation of this Physical Solution. This Physical Solution and the GSPs will therefore complement each other and collectively assist in achieving the goals of both the Physical Solution and SGMA.

7.3.7 Monitoring and Reporting

The Plan shall include a specific monitoring and reporting program, including a hydrology monitoring program, a fish monitoring program, performance assessment monitoring for restoration/enhancement features, habitat monitoring program, and annual reporting on each monitoring program. Further details regarding monitoring and reporting are attached hereto as Exhibit G. At a minimum, the general condition of the Fishery and the Watershed shall be

1 assessed and reported annually as compared to Baseline Conditions. The Plan shall establish a
2 schedule for more detailed monitoring that is based on snorkel surveys or other similar evidence,
3 and could include fish tracking or tagging systems, which shall occur at a minimum every five
4 years. The Plan shall also establish a schedule for more detailed reporting based on these more
5 detailed monitoring efforts. The Plan shall be developed in a manner that prevents duplication of
6 efforts for groundwater and surface water monitoring with the GSAs.

7
8 **7.3.8 Plan Evaluation – Adaptive Assessment and Management**

9
10 The Plan shall provide for the continuous evaluation of its performance in achieving the
11 physical habitat and biological goals and objectives of the Plan and this Physical Solution using
12 data developed through the continuous monitoring and annual reporting program set forth in
13 section 7.3.7 and Exhibit G. This adaptive assessment and management process will include a
14 process to make any necessary adjustments in specific Plan elements, a process to replace any
15 Plan elements or projects that are deemed to be infeasible, and a process to replace any Plan
16 elements or projects that are deemed to be ineffective.

17
18 **7.4 Phasing**

19 The Parties are obligated to implement the Physical Solution to move the conditions in the
20 Watershed from the Baseline Conditions toward Good Condition. Implementation of the Physical
21 Solution will take place in the following three phases:

22
23 **7.4.1 Adoption Phase**

24
25 **7.4.1.1 Term**

26 The period from entry of this Physical Solution through adoption of the Plan shall be
27 defined as the “**Adoption Phase**,” and shall be no longer than eighteen (18) months, unless
28 otherwise extended by the Court upon motion of any Party for good cause shown.

1 Foundation's program exceeds existing regulatory requirements (such as the Trash TMDL) and
2 provides a benefit to the Fishery.

3
4 **7.4.1.2.6 Initiation of Monitoring Program**

5 During the Adoption Phase, the Bound Parties shall commence initial hydrology and
6 biology monitoring within six months of entry of this Physical Solution. The complete
7 monitoring and assessment program shall be fully developed and implemented by the end of the
8 Adoption Phase.

9
10 **7.4.1.3 Objectives for the Adoption Phase**

11 During the Adoption Phase, the Parties anticipate that implementation of the Adoption Phase
12 Requirements will result in improvements in habitat and water management above the Baseline
13 Conditions, but improvements may be marginal given the limited time involved in the Adoption
14 Phase. Achievement of the Adoption Phase Requirements shall be compliance with the Physical
15 Solution.

16
17 **7.4.2 Initial Implementation Phase**

18
19 **7.4.2.1 Term**

20 The "**Initial Implementation Phase**" begins upon final adoption of the Plan and runs for
21 a ten (10) year period. Once adopted, the Plan becomes an enforceable part of this Physical
22 Solution, and failure to complete the actions required by the Plan (**Initial Implementation Phase**
23 **Requirements**) will be a violation of this Physical Solution.

24
25 **7.4.2.2 Required Actions During the Initial Implementation Phase**

26 During the Initial Implementation Phase, the Bound Parties must complete the Initial
27 Implementation Phase Requirements, including implementation of the Fishery management
28 actions as provided in the Plan, continuation of the Arundo, trash/debris removal programs

1 proposed and initiated within Reaches V1 and V2 pursuant to Section 7.4.1.2.5 above as may be
2 modified over time to address current conditions, implementation of the monitoring and
3 assessment program and submission of all required annual and other reports.

4 5 **7.4.2.3 Objectives for the Initial Implementation Phase**

6 During the Initial Implementation Phase, the Parties anticipate that implementation of the
7 Initial Implementation Phase Requirements will result in improvements above the Baseline
8 Conditions and progress toward Good Condition. If, during the Initial Implementation Phase and
9 subject to Uncontrollable Conditions, there are material excursions below Baseline Conditions, as
10 defined in the Plan, as originally adopted, or as modified during the Initial Implementation Phase,
11 the Court may exercise its continuing jurisdiction pursuant to Section 7.5 and for good cause
12 shown, may require additional actions beyond the Initial Implementation Phase Requirements.
13 Otherwise, achievement of the Initial Implementation Phase Requirements shall be compliance
14 with the Physical Solution.

15 16 **7.4.3 Subsequent Implementation Phase**

17 18 **7.4.3.1 Term**

19 The Initial Implementation Phase ends when the Plan has been implemented for a period
20 of ten (10) years, and the “**Subsequent Implementation Phase**” begins. The Subsequent
21 Implementation Phase shall consist of a series of ten (10) year periods in which the Plan
22 continues to be updated and implemented until Good Condition is achieved. Each updated Plan
23 continues as an enforceable part of this Physical Solution, and failure to complete the actions
24 required by the updated Plan (**Subsequent Implementation Phase Requirements**) will be a
25 violation of this Physical Solution.

7.4.3.2 Required Actions During Subsequent Implementation Phase

Continually during each Subsequent Implementation Phase, the MC must update and readopt the Plan as necessary to achieve Good Condition. Once the updated Plan for each Subsequent Implementation Phase is adopted, the Bound Parties must complete the Subsequent Implementation Phase Requirements, including implementation of the Fishery management actions as provided in the updated Plan, continuation of the Arundo, trash/debris program removal in Reaches V1 and V2 initiated pursuant to Section 7.4.1.2.5 above as may be modified over time to address current conditions, implementation of the monitoring and assessment program and submission of all required annual and other reports.

7.4.3.3 Objective for the Subsequent Implementation Phase

During the Subsequent Implementation Phase, the Parties anticipate that implementation of the Subsequent Implementation Phase Requirements will result in improvements above the revised Baseline Conditions, as defined in the updated Plan, and ultimate achievement of Good Condition. If, during each Subsequent Implementation Phase and subject to Uncontrollable Conditions, there are material excursions below the revised Baseline Conditions as defined in the then current updated Plan, the Court may exercise its continuing jurisdiction pursuant to Section 7.5 and, for good cause shown, may require additional actions beyond the Subsequent Implementation Phase Requirements. Otherwise, achievement of the Subsequent Implementation Phase Requirements shall be compliance with the Physical Solution.

7.5 Role of Court to Enforce Physical Solution

Under its continuing jurisdiction, the Court shall have the authority to enforce any failure to implement any mandatory requirement of the Physical Solution and any mandatory requirement of the Plan. If, after completing the dispute resolution process set forth in Section 7.7.7 of this Physical Solution, any Bound Party believes that another Bound Party is not complying with the mandatory requirements of this Physical Solution, that Bound Party may petition the Court for appropriate relief upon good cause shown. In addition, if, after the

1 Adoption Phase and despite implementation of the Plan, and subject to Uncontrollable
2 Conditions, there are material excursions below Baseline Conditions, as described above, the
3 Court may, on motion and for good cause shown, order such additional actions as required to
4 return to a condition at or above Baseline Conditions.

5
6 **7.6 Uncontrollable Conditions**

7 The Watershed and the Fishery face significant threats from climate change, natural
8 catastrophes, drought conditions, water shortages, and similar external factors that are beyond the
9 ability of the Bound Parties to control. In addition, implementation of the Physical Solution
10 requires in certain cases approval of other governmental agencies not party to this Physical
11 Solution. Finally, an amount of reasonable and beneficial consumptive use of water from the
12 Watershed is necessary to sustain existing human populations and uses and to implement the
13 human right to water. See Water Code § 106.3. If implementation of any requirement of the
14 Physical Solution becomes impracticable due to an Uncontrollable Condition, the Bound Parties
15 will not be considered to be in violation of this Physical Solution for the period of time in which
16 the Uncontrolled Condition prevents performance. As used in this Physical Solution, an
17 “Uncontrollable Condition” is any circumstance beyond the Bound Parties’ control, including
18 without limitation, any act of God, war, fire, earthquake, flood, windstorm, drought or natural
19 catastrophe, including climate change; the need to provide an amount of reasonable and beneficial
20 consumptive use of water from the Watershed; criminal acts; civil disturbance, pandemic,
21 vandalism, sabotage, or terrorism; restraint by court order or public authority or agency; or action
22 or non-action by, or inability to obtain the necessary authorizations or approvals from any
23 governmental agency.

1 **7.7 Management Committee (MC)**

2 **7.7.1 Appointment**

3
4 The Court hereby establishes the MC, which shall be a five member board composed of
5 one representative each from the (1) City, (2) Casitas, (3) VRWD, (4) MOWD, and (5) the
6 Agricultural/Agricultural Mutual Water Company Group. There shall be four non-voting ex
7 officio members of the MC composed of (1) one representative from the County of Ventura, (2)
8 one environmental stakeholder representative, (3) one representative of the Upper Ventura River
9 Groundwater Agency, and (4) one representative of the Ojai Basin Groundwater Management
10 Agency. Each representative shall be an employee, board member, group member, or other
11 qualified designated representative of the designated entity and shall have knowledge of the
12 Watershed, the Fishery, and existing water management activities in the Watershed.

13 Appointments to the MC shall be for provisional terms of five (5) years, subject to the discretion
14 of the Bound Party to substitute designees. This means, each member of the MC is subject to re-
15 designation by the Bound Party subject to this provision, a reappointment a minimum of every
16 five (5) years. An Agricultural/Agricultural Mutual Water Company representative must be a
17 designee of a Bound Party that has produced an amount equal to or greater than an average of
18 one-hundred (100) AFY in the five (5) year period immediately preceding the appointment. The
19 MC, subject to Court oversight, shall be primarily responsible for implementing this Physical
20 Solution.

21
22 **7.7.2 Assessment to Fund Plan Development and Implementation**

23
24 The MC shall adopt an annual budget each year for the purpose of implementing and
25 administering this Physical Solution. Any portion of the budgeted costs not funded by Party
26 grants, third party grants, parcel taxes, and benefit assessments will be funded by an assessment
27 levied upon those Parties to the Judgment that produce water in quantities greater than *De*
28 *Minimis*. The MC, no later than one year after the commencement of the Initial Implementation

1 Phase, shall adopt an annual assessment (“**Annual Assessment**”), and shall continue to assess and
2 collect such Annual Assessment for so long as funds may be required for the implementation of
3 the Physical Solution, including the Plan, subject to adjustment by the MC. Adjustments may be
4 required, necessary, and prudent to account for the availability of funds from sources made
5 available other than by assessment on the Parties. For purpose of funding the Physical Solution
6 only and not as an admission of proportionate, joint, and several responsibility or of the relative
7 quantities of any water rights, the assessment shall be calculated and imposed on each Producer in
8 an amount equal to the Producer’s percentage share of total Watershed water production above
9 the *De Minimis* level.

10
11 The MC shall base its Annual Assessment on the five-year average Production of all
12 Producers above *De Minimis*. The budgeted costs to implement the Plan and the Physical
13 Solution shall be apportioned pro rata in an amount equal to each Producer’s percentage share of
14 the total Watershed water production in five-year increments. This means that the initial Annual
15 Assessment will be based upon the use in the five years immediately preceding the
16 commencement of the Initial Implementation Phase and will continue to be the basis for levying
17 assessments during the first five-year period (the “**Producer’s Percentage**”). Thereafter, the
18 Producer’s Percentage shall be recalculated every five years and will be an amount equal to the
19 Producer’s average annual percentage share of the total Watershed water production as measured
20 over the immediately preceding five-year period.

21
22 The Producers are encouraged to propose measures that will reduce the individual and
23 cumulative costs of implementing the Plan and the Physical Solution. The MC shall develop,
24 within six (6) months of its establishment, procedures for Producers to apply for credits as off-
25 sets against the Annual Assessments for verified in-kind contributions that are approved in
26 advance by the MC and implement approved elements of the Plan or actions required by the
27 Physical Solution, including but not limited to Arundo, debris, and trash removal. In addition, the
28 MC shall develop procedures for Producers to apply for credits against the assessment for the

1 development of projects that are not required by the Plan or Physical Solution, but are determined
 2 by the MC to materially advance the achievement of the management objectives of the Plan,
 3 including participation in the Production Forbearance Program, if the MC determines that such
 4 participating in the Production Forbearance Program materially advances the management
 5 objectives of the Plan. The MC and the Bound Parties shall also make best efforts to secure
 6 additional grant or third-party funding where available and appropriate, for the purpose of
 7 implementing the Plan and Physical Solution, and such additional funding shall be used to offset
 8 the assessment or shall result in a credit against the assessment for individual parties who obtain
 9 such funding.

10
 11 In order to ensure that sufficient funding exists to implement the Adoption Phase, and
 12 subject to subsequent pro-rata reimbursement derived through Annual Assessments levied upon
 13 other unnamed Producers, the following Producer parties shall advance funding in excess of their
 14 Producer's Percentage as needed to implement the Adoption Phase based on the following
 15 percentages:

Party	Estimated Share of Advanced Adoption Phase Costs ¹²
City	18.940%
Casitas	56.500% ¹³
VRWD	6.795%
MOWD	3.785%
Rancho Matilija Mutual Water Company	2.935%
Wood-Claeysens Foundation	7.216%
Other/Agriculture	3.828%

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 22 The MC shall develop an equitable process by which the funding advanced by these initial
 23 parties during the Adoption Phase shall be reimbursed or credited against future assessments
 24 during the Initial Implementation and Subsequent Implementation Phases. As noted above,

25 _____
¹² Based on best available information regarding water usage for the past five (5) years, subject to final participation of Parties and confirmation.

26 _____
¹³ The percentage share reflected here for Casitas includes all of its surface water diversions and its groundwater production. Portions of the Casitas surface water diversions are ultimately distributed to the City, VRWD, and MOWD for municipal purposes. Casitas, the City, VRWD, and MOWD shall negotiate how to fairly appropriate the portion of this percentage that is subsequently distributed by Casitas to the City, VRWD, and MOWD to avoid double counting and an inequitable distribution of costs.

1 however, the City shall be solely responsible for the funding of the Foster Park Passage
2 Improvement Project and all future monitoring costs attributable thereto.

3
4 In addition, the MC will exercise good faith in considering and supporting reasonable
5 efforts of any one or more public agencies who may, in their discretion, wish to use their
6 individual powers through existing legal processes to seek to finance some or all of the
7 implementation costs through a special parcel tax or a property-based benefit assessment. The
8 Parties acknowledge that under existing law, a special parcel tax is a tax levied against property
9 within the Watershed, as authorized under article XIII A of the California Constitution, article
10 XIII D, section a(2) of the California Constitution, California Government Code section 37100.5,
11 Government Code section 50075 *et seq.*, and any other provision of law authorizing such public
12 agency to impose a parcel tax (including, for example, the Mello-Roos Community Facilities Act
13 of 1982, Government Code section 53311 *et seq.*). Subject to limitations existing in applicable
14 law authorizing such parcel tax, a public agency may determine a methodology for allocating the
15 costs of Plan implementation to parcels within the watershed, provided that the parcel tax may not
16 be based on the assessed value of any parcel. A parcel tax may not be levied by any public
17 agency until that tax is submitted to the electorate and approved by a two-thirds vote.

18
19 The Producers further acknowledge that public agencies may also levy a property-based
20 benefit assessment on property within the Watershed. Assessments are subject to the provisions
21 of article XIII D of the California Constitution, and Government Code section 53750 *et seq.*
22 (commonly known as Proposition 218). Assessments may not exceed the proportional specific
23 benefit conferred on any parcel subject to the assessment, and the methodology for allocating
24 such specific benefit in a proportionate manner must be supported by a detailed engineer's report
25 prepared by a registered professional engineer certified by the State of California. Special
26 benefits include benefits to parcels that are distinct and separate from general benefits conferred
27 to the public at large. The public agency may not levy an assessment on property unless the
28 public agency has first held a notified public hearing and balloting proceeding, and received

1 ballots in favor of the assessment from properties subject to the assessment representing a
2 majority of the total amount of the assessment.

3
4 Following the expiration of the eighteen (18) month Adoption Phase, the ten (10) year
5 Initial Implementation Phase, and the first eighteen (18) months of the Subsequent
6 Implementation Phase (being a total period of thirteen (13) years), a Producer may make
7 application to the MC, and thereafter to the Court, to have the amount of their annual per acre
8 foot assessment derived from their Producer's Percentage reduced by an amount equal to their pro
9 rata share of monitoring costs incorporated into their Producer's Percentage on the grounds that
10 the percolating Groundwater they pump is not hydrologically interconnected to the Ventura River
11 or its tributaries, if such a determination on hydrological interconnection has not already been
12 made by the Court. The Producer making this request bears the burden of proof of demonstrating
13 by a preponderance of the evidence that there is no material hydrologic connection between their
14 pumping of Groundwater and flow in the Ventura River or its tributaries. In addition to the time
15 periods set forth above, the MC may establish other dates by which a Producer may make an
16 application pursuant to this section based on the results of the groundwater-surface water
17 modeling effort conducted by the State Board or by one or more of the GSAs. The reduction is
18 applicable to the cost of monitoring only. The ongoing administrative costs, including legal
19 expenses, incurred by the MC are not subject to this provision. The initial demonstration will be
20 made to the MC and reviewable, *de novo*, by the Court.

21
22 This cost allocation methodology provided herein is the result of a compromise for
23 purpose of agreed funding and is not an admission, express or implied, that there is a hydraulic
24 interconnection between percolating Groundwater and water flowing within a known and defined
25 channel of the Ventura River. Moreover, by agreeing to this method of cost-allocation for the
26 purpose of funding the Physical Solution and the Plan, the Producers are expressly reserving all
27 rights, whatever they may be, concerning whether there is a hydrologic interconnection between
28 the Ventura River – including subsurface flow in a known and defined channel – and percolating

1 Groundwater. This reservation includes the Party's right to oppose further measures not
2 expressly authorized by the Physical Solution and Plan on the grounds there is no actual
3 hydrologic interconnection between the production of percolating Groundwater and the Ventura
4 River and to contest regulatory conditions adopted that are in addition to or in conflict with those
5 expressly set forth in the Physical Solution.

6
7 Imposition of the cost allocation methodology provided herein is expressly subject to the
8 condition precedent of the Court ordering the imposition of this Physical Solution, inclusive of
9 this methodology being binding on all Producers of water from the Watershed in amount greater
10 than or equal to five (5) AFY (non *De Minimis* Producers).

11 12 **7.7.3 Powers and Duties**

13
14 The MC shall carry out its powers, duties, and responsibilities in an impartial manner
15 without favor or prejudice to any Bound Party. Subject to the continuing supervision and control
16 of the Court, the MC shall have and may exercise the following express powers and duties,
17 together with any specific power and duties set forth elsewhere in this Physical Solution or
18 ordered by the Court:

19 20 **7.7.3.1 Selection of the Technical Advisor**

21 The MC shall select a Technical Advisor with the necessary training, experience, and
22 education to provide technical oversight of the implementation and performance of the Plan and
23 make recommendations to the MC.

24 25 **7.7.3.2 Adoption of Rules and Regulations**

26 The MC shall prepare and propose for adoption by the Court appropriate rules and
27 regulations, including conflict of interest rules for MC members. The MC shall consider adopting
28 as part of its rules and regulations a consensus decision-making approach as currently utilized by

1 the Upper Ventura River GSA, with consensus decision-making to be prioritized and with the
2 voting methods described in Section 7.7.3.4 below to be used only when consensus cannot be
3 obtained. All MC rules and regulations, and any amendments to the MC rules and regulations,
4 shall be consistent with this Physical Solution and are subject to approval by the Court, for good
5 cause shown, after notice to and consideration of the objections of any Bound Party. Before
6 proposing rules and regulations, or amendments thereto, for adoption by the Court, the MC shall
7 hold a public hearing. At least thirty (30) days prior to the date of the hearing, the MC shall send
8 to all Bound Parties electronic notice of the hearing and a copy of the proposed rules and
9 regulations or amendments thereto.

10
11 **7.7.3.3 Consideration and Adoption of the Plan and Amendments to**
12 **the Plan**

13 The MC shall consider and adopt the Plan, as well as any amendments to the Plan. The
14 Plan will be frequently modified by adaptive management and accumulated changes will result in
15 Plan amendments as approved by the MC.

16
17 **7.7.3.4 Voting Requirements**

18 In accordance with rules and regulations for voting to be adopted by the MC as described
19 in Section 7.7.3.2, the MC will prioritize consensus decision making. The majority voting
20 requirements described herein shall only apply when consensus cannot be obtained. In such
21 situations, decisions of the MC shall be by majority vote as described herein. For all such
22 decisions made the MC, the City and Casitas representatives shall have two votes each, and the
23 MOWD, VRWD, and the Agricultural/Agricultural Mutual Water Company Group
24 representatives shall have one vote each. All such decisions of the MC shall be by simple
25 majority of its voting members provided that, to be valid and binding, the specific decisions of the
26 MC set forth in Sections 7.7.3.4.1, 7.7.3.4.2, and 7.7.3.4.3 must be ratified by either of the
27 following methods: (i) 75% of the votes cast by the Bound Parties with greater than one hundred
28 (100) AFY annual average water production during the five years immediately preceding the vote

1 (notwithstanding that a Bound Party may have no designee on the MC) or (ii) a volume vote of
2 80% of the votes cast by the Bound Parties based upon the cumulative production of water in the
3 Watershed that occurred in the five years immediately preceding the vote. A decision of the MC
4 meeting the requirements of Sections 7.7.3.4.1, 7.7.3.4.2, or 7.7.3.4.3 shall be ratified if it
5 receives support using either of the methods described above, regardless of the support obtained
6 using the other method. The vote will be conducted by written ballot pursuant to rules and
7 regulations promulgated by the MC. For the avoidance of doubt, the presence of the four non-
8 voting ex officio members shall not be counted for purposes of determining whether a quorum
9 exists for MC meetings and actions taken.

10
11 **7.7.3.4.1 Execution of Agreements**

12 Agreements of more than five (5) years in duration or for which the total value of services
13 provided thereunder will exceed \$500,000 unless approved pursuant to Section 7.7.3.4.2 below.

14
15 **7.7.3.4.2 Approval of Proposed Modifications to the**
16 **Implementation Measures Set forth in the Physical Solution**

17 Proposed modifications to the Implementation measures set forth in this Physical Solution
18 and the Plan that: (i) are reasonably likely to result in an increased cost that is subject to recovery
19 from the Bound Parties through an Annual Assessment in an amount greater than five hundred
20 thousand dollars (\$500,000) over the duration of the respective Phase or one million dollars
21 (\$1,000,000) through all Phases or (ii) the abandonment or discontinuance of any mandatory
22 element set forth in the Physical Solution and the Plan.

23
24 **7.7.3.4.3 Increases in Annual Assessments within a Phase**

25 An increase in the cumulative Annual Assessment within a Phase, not previously
26 approved pursuant to Sections 7.7.3.4.1 or 7.7.3.4.2 above, in an amount greater than twenty
27 percent (20%) over the prior year.

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7.7.3.5 Employment of Experts and Agents

In addition to the Technical Advisor, the MC may employ, contract with, or otherwise engage such administrative personnel, engineering, biological (fishery), legal, accounting, or other specialty services, and consulting assistants as appropriate to carry out the terms of this Physical Solution.

7.7.3.6 Notice List

The MC shall maintain a current list of Bound Parties to receive notice. Each Bound Party shall have an affirmative obligation to provide the MC with their current contact information. Any Person may be added to the MC’s notice list by electronic written request. Whenever any parcel of property that is subject to this Judgement is transferred, the grantor of the property shall notify the grantee of the existence of this Physical Solution, and the grantee shall provide the MC with its current contact information.

7.7.3.7 Annual Budget

The MC shall prepare a proposed administrative budget for each year covering all of its operations, including, without limitation, costs of the Technical Advisor and other needed consultants and personnel. The MC shall hold a public hearing regarding the proposed administrative budget and adopt an administrative budget. Following the adoption of the budget, the MC may make expenditures within budgeted items in the exercise of power herein granted, as a matter of course.

7.7.3.8 Unauthorized Actions

The MC shall bring such action or motion as is necessary to enjoin any conduct prohibited by this Physical Solution.

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7.7.3.9 Meetings and Records

Although the MC is not a separate public agency, the MC shall generally provide notice of and conduct all meetings and hearings in a manner consistent with the standards and timetables set forth in the Ralph M. Brown Act, Government Code sections 54950 *et seq.*, unless otherwise required by the MC’s rules and regulations. The MC shall establish its own website and make its files and records available thereon.

7.7.3.10 Coordination with Groundwater Sustainability Agencies

As set forth above, the MC shall coordinate with all active and any potential GSAs governing the Basins. In accordance with Code of Civil Procedure section 830(b)(4), this Physical Solution, and the MC’s activities, shall be consistent with the requirements of SGMA.

7.7.3.11 Consultation.

Prior to adopting the Plan, or any amendments to the Plan, and before making material modifications to the implementation of the Plan (“**Change**”), the MC shall consult with the State Board and the Department on the Changes as follows (“**Consultation**”):

7.7.3.11.1 Process.

To acknowledge the advisory role of the State Board and the Department, the MC shall provide written notice to the State Board and the Department of the proposed Change. The State Board and the Department shall then have thirty (30) days within which to provide written comments on the proposed Change. The MC shall review and consider the comments provided, adjust the content of the Change as appropriate, and make a final determination on the Change thereafter. Should the State Board or the Department disagree with the final content of the Change, the MC shall call a meeting so the MC can consult with the State Board and the Department.

1 **7.7.3.11.2 Emergency.**

2 Should the MC determine that any Change needs to be taken on an emergency basis, it can
3 make a finding of such condition prior to proceeding with the Change, and undertake a
4 Consultation after the Change is adopted.

5 Should the State Board or the Department determine that it is necessary to take action on
6 the Ventura River in order to prevent or remedy an emergency situation, the State Board or the
7 Department can make a finding that such emergency conditions exist and may petition the Court
8 by ex parte application to take emergency actions to directly deal with the emergency on a
9 temporary basis. The State Board or the Department shall promptly notify the Parties in writing
10 within twenty-four (24) hours of reaching a determination that an emergency condition exists.
11 The notification shall include the justification for the requested emergency action and supporting
12 documentation, including the expected duration of the emergency.

13
14 **7.7.4 Technical Advisor**

15
16 The Technical Advisor shall be appointed by the MC and shall report to the MC and the
17 Court. The Technical Advisor shall have the following duties.

18
19 **7.7.4.1 Monitoring Condition of the *O. mykiss* Population**

20 Monitor the status of the *O. mykiss* population and their habitat using the criteria
21 established in accordance with the Plan.

22
23 **7.7.4.2 Monitoring Implementation of Required Management**
24 **Measures**

25 Monitor the implementation of the Plan.
26
27
28

7.7.4.3 Measuring Devices

Propose to the MC the installation of any additional measuring devices to monitor the condition of the *O. mykiss* population, water quality, instream flows and water surface elevations, or to measure water Production in the Watershed.

7.7.4.4 Production Reports; Current Production Baseline

Require each Producer of water from the Watershed, other than *De Minimis* Producers, and every Bound Party that claims a right to Produce water within the Ventura River Watershed, inclusive of surface water, subterranean streams flowing in known and definite channels, and percolating Groundwater from the Basins in a quantity equal to or greater than five (5) AFY to file an annual **Production Report** with the MC, in a form, to be developed and promulgated by the Technical Advisor, in consultation with the GSAs, consistent with Water Code section 4999 *et seq.* disclosing water use over a minimum period of ten (10) years prior to the Production Report. Production Reports will be filed under penalty of perjury and will be conclusive proof of the maximum quantity of water applied for beneficial use by the party under any claim of right in any future evidentiary proceeding. The failure to file a Production Report shall be considered non-use for that Producer/Bound Party for any such year consistent with Water Code section 5004. The timing and form of filing Production Reports shall be coordinated with the GSAs in the Watershed to avoid duplication.

Require *De Minimis* Producers to file an annual report under penalty of perjury pursuant to Section 7.7.4.6 below sufficient to demonstrate that they qualify as *De Minimis* Producers. *De Minimis* Producers may also elect to file annual Production Reports with the MC to document their historical water Production.

Require Non-Producers owning inactive Production wells to file with the MC evidence of their inactive Production well status on a form to be developed and promulgated by the Technical Advisor. Non-Producers claiming an unexercised right to Produce water from the Watershed

1 may also elect to provide the MC with evidence of such a claim. In evaluating notices of **New**
2 **Production**, the MC shall consider such prior claims filed with the MC.

3
4 The Technical Advisor shall also pursue State Board designation in accordance with
5 Water Code section 5009 such that Producers must only file Production Reports with the MC. In
6 addition, the Technical Advisor shall prepare an annual inventory of all water Production in the
7 Watershed using Production Reports and other reports submitted pursuant to the Physical
8 Solution, and/or previous reports to the State Board, DWR, Ojai GMA, or otherwise pursuant to
9 Water Code section 5009, including an estimate of the quantity of water Produced by *De Minimis*
10 Producers and a summary of reports by Non-Producers. This inventory shall be updated annually
11 and included within the Annual Report. The Technical Advisor shall also analyze this inventory
12 on annual basis and provide notice to the MC if there are any material increases in Production by
13 any Producer.

14 15 **7.7.4.5 New Production**

16 Any Bound Party or Non-Producer seeking to commence New Production from the
17 Watershed, and before seeking a Production-related (e.g., new well or appropriative water right)
18 permit from any applicable local or state authority, shall give notice to the Technical Advisor of
19 the proposed New Production on a form to be developed and promulgated by the Technical
20 Advisor. Upon recommendation from the Technical Advisor, the MC shall evaluate whether the
21 commencement of proposed New Production unreasonably interferes with the Physical Solution,
22 complies with the reasonable and beneficial use mandates of Article X, section 2 of the California
23 Constitution, and is protective of the public trust. The MC may impose reasonable mitigation or
24 other requirements on the proposed New Production to ensure that it is consistent with the
25 Physical Solution, the reasonable and beneficial use mandates of Article X, section 2 of the
26 California Constitution, and protective of the public trust. Any decision of the MC regarding the
27 New Production is subject to judicial review pursuant to the Court's continuing jurisdiction
28 pursuant to Section 7.7.6 below.

7.7.4.6 *De Minimis* Producer

A *De Minimis* Producer shall be defined as any existing and New Production that is limited to less than five (5) AFY. To qualify as a *De Minimis* Producer, a Producer shall file an annual *De Minimis* production report with the MC, in a form consistent with Water Code section 4999 *et seq.*, under penalty of perjury. The Technical Advisor shall develop and promulgate simple forms and procedures for *De Minimis* production reports, in consultation with the GSAs.

7.7.4.7 Diversion of Flow

No Bound Party shall undertake or cause construction within the Watershed that will materially reduce the amount of storm flows that would otherwise enter the Watershed, or adversely affect the Baseline Conditions identified in the Plan and Section 7.2 of this Physical Solution, without prior notification to and evaluation for consistency with the Physical Solution, with reasonable and beneficial use requirements, and protection of the public trust by the Technical Advisor. The Technical Advisor may predetermine types of infiltration projects that are consistent with the goals of this Physical Solution.

7.7.4.8 Data, Estimates, and Procedures

The Technical Advisor shall rely on and use the best available science, records and data to support the implementation of this Physical Solution. Where actual records or data are not available, the Technical Advisor shall rely on and use sound scientific and engineering estimates. The Technical Advisor may use preliminary records of measurements, and, if revisions are subsequently made, may reflect such revisions in subsequent accounting.

7.7.4.9 Status Reports

7.7.4.9.1 Contents of the Annual Report

The Technical Advisor shall prepare a report annually (“**Annual Report**”) that includes information on the activities of the MC and information sufficient to document the status of the *O. mykiss* population, as set forth in this Physical Solution. The Annual Report shall include at