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In Pro. Per.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SANTA BARBARA CHANNELKEEPER,

A California non-profit corporation,

Petitioner/Plaintiff,

v.

STATE WATER RESOURCES CONTROL
BOARD, a California State Agency,
CITY OF SAN BUENAVENTURA, a California
Municipal Corporation.

Respondent/Defendant

CITY OF SAN BUENAVENTURA, a California
Municipal Corporation,

Cross-Complainant

v.

CLAUDE R. BAGGERLY & PATRICIA E. BAGGERLY
Cross-Defendants

) Case No. 19STCPO1176
)
) Judge: Honorable William F. Highberger
)
) OBJECTIONS OF CLAUDE R. BAGGERLY &
) PATRICIA E. BAGGERLY REGARDING THE
) PROPOSED PHYSICAL SOLUTION
)
)
)

THE PHYSICAL SOLUTION, AS PROPOSED, IS DESIGNED TO FAIL AND ALLOW THE CITY OF SAN BUENAVENTURA TO ASK THE COURT TO RULE ON THE WATER RIGHTS CLAIMS IN THE THIRD AMENDED CROSS-COMPLAINT THROUGH DECLARATORY RELIEF

1. We respectfully request the court to postpone further actions until all Cross-Defendants are sent proper notice and are allowed sufficient time to become educated about the case.
2. Using incomplete nonscientific information in a document that will be presented to the court as scientific evidence is not supportable. We agree with the California State Attorney General in their State Agencies' Case Management Conference Statement and Objection to Setting Schedule on a Proposed Physical Solution, recommending that no evidentiary hearing on the Physical Solution should be proposed because it would be premature and unwarranted at this time.
3. Creating a Management Committee ("Watermaster") consisting of competing water agencies who will probably never agree on any reasonable management plan is a clear pathway to never ending litigation.
4. The term "Good Condition" that is used for the Southern California Steelhead Trout in the Physical Solution and becoming the determining factor for the success or failure of the Management Plan is extremely subjective and open to limitless negative interpretation.
5. The City of San Buenaventura should voluntarily dismiss the Third Amended Cross-Complaint water rights claims by deleting them completely or provide all parties the right to a trial to protect their water rights at the City of San Buenaventura's expense.
6. Article X, Section 2 of the California Constitution contains many provisions that restrain and control one of the most contentious and controversial dual regulatory

issues in our state (appropriative and riparian). The black letter law of the Constitution makes it clear that it requires the use of water to be first usufructuary; second, that it be limited to only beneficial uses; third, that the water use must be reasonable; fourth; that there must not be any unreasonable method of use; and fifth, that there shall not be any waste of water. Finally, nothing in this Section shall be construed to deprive any land owner of riparian/overlying water rights to use the water to which they are entitled. Appropriative water rights are for surplus water only. Given these facts, the Comprehensive Adjudication would be impossible to comply with the Article X, Section 2 of the Constitution. If the water right claims in the Physical Solution remain intact, the City of San Buenaventura would be playing both ends to their favor.

7. Within the Physical Solution the overlying water right holders, described as roes, have future water extraction potential, but not an actual representative place at the table.
8. The entire City of San Buenaventura jurisdictional area and the area in its Sphere of Influence, even outside the Ventura River Watershed, could end up using the water from the Ventura River Watershed for future growth should the Physical Solution fail and the court provides declaratory relief on all the claims in the Third Amended Cross-Complaint. Every parcel in the City of San Buenaventura should be included in this Comprehensive Adjudication because they are all potential beneficiaries of the final outcome and are paying for this litigation without representation.

Dated: March 5, 2021

Claude R. Baggerly & Patricial E. Baggerly, In Pro.Per.