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6 Attorneys for Cross-Defendant  
 7 **BENTLEY FAMILY LIMITED PARTNERSHIP**

8  
 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 10 **FOR THE COUNTY OF LOS ANGELES, COMPLEX CIVIL DIVISION**

11 SANTA BARBARA CHANNELKEEPER, a  
 12 California non-profit corporation,

13 Petitioner,

14 v.

15 STATE WATER RESOURCES CONTROL  
 BOARD, a California State Agency;  
 16 CITY OF SAN BUENAVENTURA, a California  
 municipal corporation, incorrectly named as  
 17 CITY OF BUENAVENTURA,

18 Respondents.

19 CITY OF SAN BUENAVENTURA, a California  
 municipal corporation,

20 Cross-Complainant,

21 v.

22 DUNCAN ABBOTT, an individual, et al.,

23 Cross-Defendants.  
 24

Case No. 19STCP01176

[Transferred to Los Angeles Superior Court,  
 Complex Civil Division, and assigned for all  
 purposes to Hon. William F. Highberger per  
 Minute Order dated May 15, 2019]

25 **CROSS-DEFENDANT BENTLEY FAMILY**  
**LIMITED PARTNERSHIP'S INITIAL**  
**DISCLOSURES (CCP § 842)**

26 Complaint Filed: September 19, 2014

27 First Amended  
 Complaint Filed: September 7, 2018

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**INTRODUCTION**

Cross-Defendant Bentley Family Limited Partnership (“BFLP”), pursuant to Code of Civil Procedure Code of Civil Procedure section 842(a), hereby submits its initial disclosures. BFLP reserves the right to supplement this disclosure, where appropriate, at a future date. [Code of Civ. Proc. §842(d)(1-3)]

**DISLCOSURES**

**(1) The name, address, telephone number, and email address of the party and, if applicable, the party’s attorney.**

Response:

Party Information: Bentley Family Limited Partnership  
c/o Heather McCormick, Counsel  
16420 SE McGillivray Blvd.,  
Suite 103-195, Vancouver, WA 98683  
Telephone: 360-253-9530  
Email: [mccormickhl@gmail.com](mailto:mccormickhl@gmail.com)

Party Attorney Information: ALSTON & BIRD LLP  
Edward J. Casey and Clynton Namuo  
333 South Hope St., 16th Floor, Los Angeles, CA 90071-1410  
Telephone: 213-576-1000  
Emails: [ed.casey@alston.com](mailto:ed.casey@alston.com); [clynton.namuo@alston.com](mailto:clynton.namuo@alston.com)

**(2) The quantity of any groundwater extracted from the basin by the party and the method of measurement used by the party or the party’s predecessor in interest for each of the previous 10 years preceding the filing of the complaint.**

Response: The BFLP draws groundwater from three wells on or near its property. Well 04N23W12J01 was installed at an unknown date many years prior to 2009. A totalizing flow meter

1 was installed on this well in 2014 to measure groundwater production. Prior to that, groundwater  
 2 production was estimated based upon power consumption as measured from the electric meter. Wells  
 3 04N23W12J02 and 04N23W12P02 were installed in 2014. Well 04N23W12J02 was metered soon  
 4 after installation and incorporated into the BFLP's water supply and water conveyance system. Well  
 5 04N23W12P02 was tested soon after installation and found to have lower than desired water quality.  
 6 It is pumped a de minimis amount and maintained as a backup well. Table A, below, expresses in acre  
 7 feet the estimated total groundwater extracted on an annual basis during the ten (10) year period  
 8 preceding the commencement of this adjudication. (Code of Civ. Proc. § 842, Subd. (a)(2).)

9 Table A:

Total Extractions Per Year (Acre Feet)									
2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
2.00	2.00	16.12	18.72	67.86	17.00	5.00	40.50	13.50	15.00

14 **(3) The type of water right or rights claimed by the party for the extraction of**  
 15 **groundwater.**

16 Response: The BFLP asserts overlying water rights for the extraction of groundwater for the  
 17 wells located on its property (04N23W12J02 and 04N23W12P02). In addition, the BFLP holds an  
 18 easement and water rights under 12.662 acres of land within APN 024-0-08-013, which includes the  
 19 area encompassing well 04N23W12J01, and water rights on an additional 14.145 acres with no  
 20 easement under this same parcel. The BFLP also holds water rights under APN 024-0-08-014, which  
 21 covers 166.26 acres. The BFLP also asserts a right to use groundwater under the self-help doctrine, if  
 22 prescriptive rights to extract groundwater from the basin are determined.

24 **(4) A general description of the purpose to which the groundwater has been put.**

25 Response: The BFLP has owned and operated Bentley Ranch for several decades and extracted  
 26 groundwater for the operation of the ranch. For the time period under consideration, groundwater uses  
 27 have been for domestic/residential housing (2 homes), boarding and rearing of livestock (primarily  
 28 horses), pastureland irrigation, and agricultural irrigation for hay/alfalfa crops (estimated 23 acres).

1 Groundwater has also been used for infill of a lined pond on the property. BFLP purposely curtailed  
2 pumping from 2012 through 2016 to conserve water due to an ongoing drought and the uncertainty  
3 regarding its length and severity. There are number of idle and producing oil wells on the property.  
4 For the time period under consideration, BFLP did not use surface water or shallow groundwater to  
5 operate the oil wells, but BFLP reserves the right to utilize groundwater, either itself or by its lessees,  
6 in the future to operate the oil wells.

7  
8 **(5) The location of each well or other source through which groundwater has been**  
9 **extracted.**

10 Response:

11 The location for each well that BFLP extracts groundwater from the basin is as follows:

12 (1) Well 04N23W12J01 is located on APN 024-0-08-013. The Ranch holds an easement and  
13 water rights under 12.662 acres of land within this parcel, which includes the area  
14 encompassing well 04N23W12J01, and water rights to an additional 14.145 acres with no  
15 easement under this same parcel.

- 16 • BFLP also holds water rights under APN 024-0-08-014, which covers 166.26 acres.

17 (2) Well 04N23W12J02 is located on APN 035-0-01-016, a parcel that BFLP owns.

18 (3) Well 04N23W12P02 is located on APN 035-0-01-019, a parcel that BFLP owns.

19  
20 **(6) The area in which the groundwater has been used.**

21 Response: BFLP owns and operates Bentley Ranch and extracts groundwater from the basin  
22 for use on Bentley Ranch. Bentley Ranch includes 3 contiguous parcels within the County of Ventura,  
23 California:

24 (1) APN 035-0-01-019 covering 534.6 acres,

25 (2) APN 035-0-01-016 covering 404.15 acres, and

26 (3) APN 024-0-3-202 covering 2.46 acres.

27  
28 **(7) Any claims for increased or future use of groundwater.**

1 Response: Planned future uses on BFLP property include continued domestic use, stock use,  
2 pond maintenance, pasture irrigation, and crop irrigation. The number of livestock housed at Bentley  
3 Ranch has varied over the years and BFLP reserves the right to increase the number of livestock  
4 housed on its property and to increase groundwater extraction from the basin to accommodate such  
5 increase in livestock. BFLP also reserves the right to increase groundwater extraction for pond  
6 maintenance, pasture irrigation, and crop irrigation, commensurate with existing uses for groundwater  
7 at Bentley Ranch. Other planned future uses of groundwater by BFLP at Bentley Ranch include  
8 commercial production of lemons, avocados, citrus, or other legal crops; additional agricultural uses  
9 are currently in the planning stage as well. BFLP reserves the right to supplement its initial disclosures  
10 with additional planned future uses.

11  
12 (8) **The quantity of any beneficial use of any alternative water use that the party**  
13 **claims as its use of groundwater under any applicable law, including, but not limited to, Section**  
14 **1005.1, 1005.2, or 1005.4 of the Water Code.**

15 Response: BFLP reserves the right to additional water use pursuant to Water Code Sections  
16 1005.1, 1005.2 and 1005.4 as a result of its groundwater conservation practices, including but not  
17 limited to, the purchasing of water, the use of surface water, and the reduction of groundwater  
18 pumping. BFLP purposely curtailed pumping from 2012 through 2016 to conserve water due to an  
19 ongoing drought and the uncertainty regarding its length and severity

20  
21 (9) **Identification of all surface water rights and contracts that the party claims**  
22 **provides the basis for its water right claims in the comprehensive adjudication.**

23 Response:

24 BFLP claims rights to all surface water on or appurtenant to its property, the parcels of which  
25 are listed in Section 6. Moreover, BFLP constructed a lined pond on its the property in 2016, which  
26 collects rainfall, and has the right to use water from the pond in the operation of Bentley Ranch.

27 Furthermore, BFLP holds an easement and water rights under 12.662 acres of land within APN  
28 024-0-08-013, which includes the area encompassing well 04N23W12J01, and water rights to an

1 additional 14.145 acres with no easement under this same parcel. BFLP also holds water rights under  
2 APN 024-0-08-014, which covers 166.26 acres. BFLP further claims rights to all surface water on or  
3 appurtenant to both of these properties.

4  
5 **(10) The quantity of any replenishment of water to the basin that augmented the**  
6 **basin's native water supply, resulting from the intentional storage of imported or non-native**  
7 **water in the basin, managed recharge of surface water, or return flows resulting from the use of**  
8 **imported water or non-native water on lands overlying the basin by the party, or the party's**  
9 **representative or agent, during each of the 10 calendar years immediately preceding the filing**  
10 **of the complaint.**

11 Response:

12 BFLP currently asserts no replenishment of water to the basin that augmented the basin's  
13 native water supply, aside from the conservation measures noted above, during the 10 calendar years  
14 immediately preceding the filing of the complaint in this action. BFLP reserves the right to supplement  
15 this disclosure in the future should it determine that its water conservation practices have resulted in  
16 replenishment to the basin.

17  
18 **(11) The names, addresses, telephone numbers, and email addresses of all persons**  
19 **possessing information that supports the party's disclosures.**

20 Response: **Theodore Bentley**

21 Mr. Bentley may be contacted through his attorneys of record, Edward J. Casey and Clynton  
22 Namuo, of Alston & Bird LLP:

23 333 South Hope St., 16th Floor, Los Angeles, CA 90071-1410

24 Telephone: 213-576-1000

25 Emails: [ed.casey@alston.com](mailto:ed.casey@alston.com); [clynton.namuo@alston.com](mailto:clynton.namuo@alston.com)

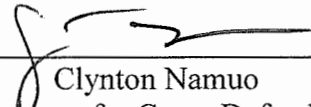
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27 **(12) Any other facts that tend to prove the party's claimed water right.**

28 Response: BFLP has owned and operated the Bentley Ranch for several decades and extracted

1 groundwater for the operation of the ranch. Groundwater uses on the property have been for  
2 domestic/residential housing (2 homes), boarding and rearing of livestock (primarily horses),  
3 pastureland irrigation, and agricultural irrigation for hay/alfalfa crops (estimated 23 acres) for some  
4 time. Groundwater has also been used for infill of a lined pond on the property. BFLP's water needs  
5 have a direct correlation to operation and maintenance of the Bentley Ranch. BFLP reserves the right  
6 to supplement this disclosure, where appropriate, at a future date. (Code of Civ. Proc. § 842, subd.  
7 (d)(1)-(3).)

8  
9 DATED: October 22, 2019

EDWARD J. CASEY  
CLYNTON NAMUO  
**ALSTON & BIRD LLP**

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13 Clynton Namuo  
14 Attorneys for Cross-Defendant  
15 **BENTLEY FAMILY LIMITED PARTNERSHIP**

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VERIFICATION

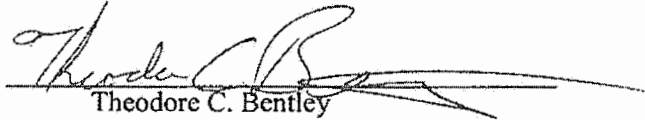
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I, Theodore C. Bentley, declare as follows:

I am the Manager of Lion Mt. Holdings, LLC, GP of Bentley Family Limited Partnership, Cross-Defendant in the above-entitled action, and as such make this verification on its behalf. I have reviewed the foregoing CROSS-DEFENDANT BENTLEY FAMILY LIMITED PARTNERSHIP'S INITIAL DISCLOSURES (CCP § 842) and know the contents thereof. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

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

Executed this 21<sup>st</sup> day of October, 2019, at Vancouver, Washington.

  
Theodore C. Bentley