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8 Attorneys for the Undersigned and Cross-defendants, Gregg Garrison and Rosanna Garrison

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 COUNTY OF LOS ANGELES

11 SANTA BARBARA CHANNELKEEPER,
 12 a California non-profit corporation,
 13 Petitioner,
 14 v.

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

22 Respondents.

23 CITY OF SAN BUENAVENTURA, a
 24 California municipal corporation,
 25 Cross-Complainant
 26 v.
 27 DUNCAN ABBOTT, an individual, et al.
 28 Cross-Defendants.

AND RELATED CROSS-ACTION

Case No. 19STCP01176

ASSIGNED FOR ALL PURPOSES TO
 Judge: Honorable William F. Highberger
 Department 10

CROSS-DEFENDANTS ROSANNA
 GARRISON AND GREGG GARRISON
 OBJECTIONS TO THE
 PROPOSED PHYSICAL SOLUTION AND
 JUDGMENT

Court Hearing: July 19, 2021
 Time: 3:00 p.m.
 Dept.: 10

Action Filed: Sept. 19, 2014
 Trial Date: February 14, 2022

Here come now Cross-Defendants ROSANNA GARRISON and GREGG GARRISON
 filing objections to the [PROPOSED] STIPULATED REVISED PHYSICAL SOLUTION
 AND JUDGMENT dated May 17, 2021 and lodged with the Court July 12, 2021
 (“Proposed Physical Solution”). Cross-Defendants ROSANNA GARRISON and GREGG

1 GARRISON (the “Garrisons”) object to the Court considering the Proposed Physical
2 Solution due to its material (substantive and procedural) defects as discussed below.

3
4 PREFACE

5 1. The undersigned objecting Cross-Defendants have become parties in this case as of late
6 January 2021, are the owners of real property, our primary residence, within a tract in
7 Rancho Matilija, Ojai, our primary residence lot being immediately adjacent to, with
8 riparian rights, the Ventura River (“residence”), and currently have no expert witness.

9 2. The Proposed Physical Solution is before the Court and its evolvment in form and
10 content appear to largely address future effort at protecting steelhead trout as a fishery, but
11 its broad prefatory conclusions - which all Bound Parties will be required to accept, are
12 based in generalities that have no foundational support in the document, and with other
13 fundamental issues unaddressed in this complex case that are necessary before any Proposed
14 Physical Solution would address the rights of all the parties, whether as a conditional
15 solution for some and final for other parties – that distinction among parties itself
16 objectionable.
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18
19 ADJUDICATION OBJECTIONS

20 3. This litigation has evolved from addressing the steelhead trout issues to an attempt to
21 adjudicate not only four (4) separate groundwater aquifer basins, but the Ventura River and
22 its tributaries system as well – all as one (called the Watershed), as if there were no legal
23 boundaries of water taking to address between each. As such, basic objection to the scope
24 of this case is hereby made, it appearing to be one of first impression as to jurisdiction, but
25 without addressing with any certainty as to basic jurisdictional limits, especially the
26 potential water taking among and between the independent realms of each basin and of the
27 Ventura River system. Such objection is also made as to the Physical Solution as being part
28

1 of that deficient addressing.

2 4. Some of those unaddressed issues are disclosed, including among other: 1) the water
3 rights of all parties, 2) water use priorities, and 3) the fact that the Sustainable Groundwater
4 Management Act (“SGMA”) as law did not alter surface and groundwater rights, in the
5 **Declaration** of Christopher W. Patterson, Esq., attached hereto and incorporated herein by
6 this reference. For the Proposed Physical Solution to state that all the Bound Parties’
7 respective water rights will be preserved is both inaccurate and misleading; there can be
8 water use reductions.
9

10 5. Significant among other issues is the fact that, under the Proposed Physical Solution, the
11 City of San Buenaventura (“City”) is given the prospect, and right to come back to Court if
12 not prevailing, of the City taking further water from the Watershed from many other
13 interested Bound Parties, when, after about six years of this case litigation, the City, to our
14 knowledge, has not revealed generally to the parties the City’s volume of Watershed water
15 (surface and groundwater) it was taking in 2014 and earlier (or since 2014). That volume
16 included water considered excess and killing steelhead trout by Santa Barbara
17 Channelkeeper who brought this lawsuit. How could any baseline water use be established,
18 and fairly with the foreknowledge of Bound Parties able to object to false baselines?
19
20

21 **FIRE RELATED WATER USES OBJECTIONS**

22 6. As to other specific issues, fire resistance and fire prevention are significant beneficial
23 water uses that are not included as elements taken into consideration in the Proposed
24 Physical Solution. Related, the Proposed Physical Solution does not address 2017-2021
25 increased wildfire activity.
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27 7. Especially with the advent of recent wildfires in 2017-2021, beneficial water uses such as
28 Fire Resistance and Fire Prevention as well as Fire Suppression should be expressly

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included as elements in the Proposed Physical Solution.

8. These are critical issues to address, and in relation thereto our residence is a focal point, being the key fire resistance/prevention/suppression lot to defend against fire - to protect it and the entire residential tract it lies within. In relation to the foregoing interests, the Garrisons may require varying water volume for fire protection/prevention/resistance depending on the length of the current and future drought cycles. See Declaration of Rosanna Garrison dated July 5, 2021 **attached** hereto and incorporated herein by this reference which includes attachments of: 1) Cross-Defendants’ **letter** to the Casitas Water District dated May 7, 2021, concerning fire matters, and 2) Cross-Defendant’s comments regarding her recent attendance to an online, California Natural Resources Agency-sponsored webinar on “fire resistance”, which webinar was recorded and a link to recording is provided in the Declaration.

GROUNDWATER REPLENISHMENT RIGHT FROM SURFACE WATERS
OBJECTION

9. Another material defect that the Proposed Physical Solution must remedy by inclusion, not currently reflected, is provision to document that *Surface Waters* (*surface waters* include stream underflow “in a defined channel”) are **legally required to support groundwater replenishment (GWR)** as defined in and provided for under the State’s Los Angeles Basin Plan policies that encompass Los Angeles and Ventura Counties (“Basin Plan”), prepared and revised by the Los Angeles Regional Water Quality Control Board. See in Basin Plan Beneficial Uses: “Furthermore, many regional streams are primary sources of replenishment for major groundwater basins that supply water for drinking and other uses, and as such must be protected as GWR.” (at page 2 – 10). The State is under duty to periodically update Beneficial Uses.

1 10. Such express inclusion from the Basin Plan is necessary for direction and guidance for
2 any Court-established reviewing panel under the Proposed Physical Solution that is to
3 review and act on water use requests by any of the Bound Parties to this case.
4

5 CONCLUSION

6 11. The Garrisons objecting herein have material rights as to the Proposed Physical
7 Solution, including the right to have addressed all material defects therein. We cannot begin
8 to prepare for a trial (Phase 1 is really the whole matter) under these current circumstances.

9 RESPECTFULLY SUBMITTED

10 DATED: July 15, 2021

11
12 By: 

GARRISON LAW CORPORATION

Gregg S. Garrison, Esq.

Attorneys for Cross-Defendants

ROSANNA GARRISON and GREGG GARRISON

DECLARATION OF CHRISTOPHER W. PATTERSON, ESQ.

I, Christopher W. Patterson, Esq., declare as follows:

1. I am a non-party person knowledgeable as to that certain Case: SANTA BARBARA CHANNELKEEPER v. STATE WATER RESOURCES CONTROL BOARD et al., and related actions and Cross-Defendants, Los Angeles Superior Court Case Number 19STCP01176 (the "Case").

2. If called as a witness, I could competently testify to the matters set forth in this declaration of my own personal knowledge, or where indicated, to the best of my knowledge and understanding.

3. I have significantly reviewed but may not have understanding of all of the lodged in this Case, draft Proposed Physical Solution revised/dated May 17, 2021 {"Physical Solution"}.

4. On May 15, 2015, I attended and participated in a one-day seminar organized by The Seminar Group entitled: Hot Topics in California's Water ("Topics"). Best, Best, & Krieger LLP ("BBK") was presenting sponsor, with many government officials and other speakers - and BBK's Eric L. Garner, Esq., was the program Chair and on the panel presenting the segment: Where Do You Stand? Complying with New Groundwater Regulation and Preparing for More Legislation. I received the program handouts at and took copious hand notes ("Topic Notes") during the program. And the import of the seminar hit me when I discovered the attendee sitting next to me was the Mayor of Catalina.

5. The Topics program segment presented by Mr. Garner addressed the new 2014 body of statute groundwater law for California, the Sustainable Groundwater Management Act ("SGMA"), laws to be implemented over decades. It is asserted that significant for addressing matters in this Case are issues raised in these program excerpts from Topics program handouts:

- a. Sustainable Groundwater Management Act – **Nothing in this part, or in any GMP adopted pursuant to this part, determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights. [emphasis added]** (Water Code Section 10720.5(b))
 - b. Adjudication - in the Water Code? • The “rules” for an adjudication are not codified
 - The “rules” such as they are, are drawn from a number of cases • **All cases are fact specific – means they must be “translated” to the next adjudication [emphasis added]**
 - c. Universal Adjudication Issues – • Basin Boundaries – What is the basin? • Parties – Who are they? Service • **Who produces what? • What are the parties’ water Rights? • Physical Solution [emphasis added]**
 - d. Adjudication and SGMA - Chrystal Clear? • Can an adjudication stop SGMA? • Can SGMA stop an Adjudication? • Can they go in parallel? Interim relief? • How do water rights fit with SGMA? • Physical Solution?
6. Additionally significant, it is asserted, to addressing matters in this Case are the SGMA presentation comments that I (essentially) captured in my Topic Notes, cleanly stated:
- a. Groundwater rights are not lost but subject to reasonable reduction and regulation.
 - b. Overlying groundwater rights, meaning use of groundwater on the landowner’s own property are first priority. Appropriative groundwater rights (an excess use transferring water off landowner’s property) are lower priority. Public agency water use changes Overlying rights to lower priority Appropriative rights. [emphasis added]

- c. SGMA may be the best physical solution.
- d. Comment on County of Ventura (in 2015, a countywide moratorium existed on drilling water wells) – We know so little information on water use, very little baseline information.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of July 2021, in Moorpark, California.

Christopher W. Patterson

Christopher W. Patterson, Esq.

Declarant

DECLARATION OF ROSANNA GARRISON

I, Rosanna Garrison, declare as follows:

I am a party as a Cross-Defendant to the City of Ventura's Third Amended Cross-Complaint in this litigation: SANTA BARBARA CHANNELKEEPER v. STATE WATER RESOURCES CONTROL BOARD et al., and related actions and Cross-Defendants, Los Angeles Superior Court Case Number 19STCP01176.

1. This Declaration is made in good faith as to statements and documents referred to, and if called as a witness, I could competently testify to the same of my own personal knowledge, or where indicated, to the best of my ability and understanding.

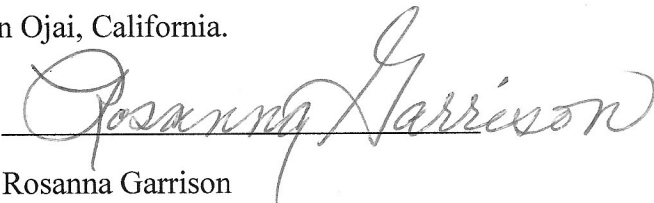
2. Attached is a true and correct copy of a property tract map of the Rancho Matilija residential property owners' lot designations, and with the Garrisons' residence shown at the top right-hand section of the map. The Garrison lot is located in the far northeast corner of the tract.

3. Attached is a true and correct copy of the letter from Rosanna Garrison and Gregg Garrison to the Board Members of the Casitas Water District, dated May 7, 2021 and transmitted by fax on May 7, 2021 to the Casitas Water District.

4. On June 8, 2021, I attended an online webinar presented by the California Natural Resources Agency entitled, "Topical Workshop: Expanding Climate Action Through Nature-Based Solutions." It was recorded and posted online at:

<https://www.youtube.com/watch?v=LbVgrvMIcnM>.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of July 2021 in Ojai, California.


Rosanna Garrison

Declarant

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May 7, 2021

Directors Brennan, Cole, Kaiser & Hajas
Casitas Water District
1055 Ventura Ave. Oak View, CA 93022
Phone: (805) 649-2251
Fax: (805) 649-4485

**RE: REQUEST FOR ABATEMENT OF PENALTIES, REIMBURSEMENT FOR
EXPENSES and FORGIVENES OF PAST DUE AMOUNT due to the Thomas Fire
Incident for**

SERVICE ADDRESS: 12986 MacDonald Drive Ojai, California

ACCOUNT NUMBER: 32-36471-01

Casitas Water District Board of Directors:

This letter renews our previous requests for abatement of penalties in our residential water bill for services at 12986 MacDonald Drive, Ojai, 93023. This is a follow-up to our request for abatement of penalties filed March 2020 and our abatement of penalties and water charges request we filed after the Thomas Fire in early 2018. This letter also responds to your April 30, 2021 Past Due Notice and threat of cessation of water service.

Specifically, we continue to request abatement of penalties because we continue to suffer damages resulting from the use our home and three-acre parcel as a staging area for firefighters in the Thomas Fire. These damages include damages to water lines, irrigation lines, the internal house water systems, damages to permanent concrete improvements and fencing. These damages are current and ongoing and are the direct consequence of heavy truck traffic on our driveways, lawns and acreage and in fenced landscaped areas. The firefighting activities on our property during the Thomas Fire included, but were not limited to, a brigade of fire trucks loading water tanks from the fire hydrant on our front lawn and concrete driveways, the removal of CWD fencing adjacent to our property's northern boundary, the removal of our community-required wooden fencing, the removal of heavy-gauge industrial steel gates, numerous gate supporting concrete-iron pipe bollards, concrete footings, and vehicle and foot traffic through our front yard and backyard.

After the fire, we were mandated to “harden” our property against wildfires. This included maintaining critical green vegetation that would provide humidity to depress the spread of fire. We were specifically warned by the on-site firefighting professionals and landscaping professionals with knowledge in these areas that the removal of lawns and their replacement with mulch, as we were required to do for water conservation, created conditions that were conducive to the spread of wildfires and that we needed to remediate this problem.

Introduction

The Thomas Fire began December 4, 2017. Power outages began that night. The Thomas Fire raged in the wildlands surrounding our home that adjoins the boundaries of the Ojai Land Conservancy, Los Padres National Forest, and the Ventura River. This unique positioning of our home resulted in the determination by the Fire Chief of the Thomas Fire as related to us by the firemen and firewomen fighting the fire and staging the last line of fire defense in Rancho Matilija on our property as a “high-value asset” in the complex defense of the fire. We were told, along with our neighbors, that if the fire could not be contained at our property’s dual property lines of the Ventura River to the east and the OVLC/Los Padres National Forest to the north, that the firefighters would retreat. The homes and improvements in Ranch Matilija subdivision would be lost.

Driven by high winds, the wildfire quickly spread. The fire roared loudly like a locomotive passing by. Our home was surrounded by flames reaching to approximately 100 feet in height (see photo attached). Fire tornadoes, with extremely high temperatures, were visible immediately northeast and northwest of our fence lines. Eastern flames came up the slopes of our property from the Ventura River basin, which borders our home to the east. Northern flames and fire lines, after a change in wind direction immediately following the control burn in the OVLC Ventura River Preserve, threatened the Rancho Matilija subdivision from the north. Our property is the most northern and eastern point in Rancho Matilija.

Throughout the duration of the fire and for days afterwards, smoke and soot filled the air around and inside our home. Ash from the fire covered the inside and outside of our home, our cars, and our land, damaging and corroding surfaces, killing trees and vegetation, and destroying personal property. The ash coated windows and walls, attic insulation, ventilation systems and adhered to the flooring in our home. These damages to our home required months to repair. But these were not the only damages we had to mitigate. We also had extensive damages that were a direct result of fire trucks using our property to stage firefighting activities in the Ojai Valley Land Conservancy/Ventura River Preserve and the Los Padres National Forest.

Fighting the Fire From Our Front Yard

Firefighters from several states came to fight the fire surrounding our home. Firefighters sought access to fire areas inside the Casitas Water District (CWD) fence line that ran adjacent to the concrete water canal that forms the northern border of our property. Critically, on-site firefighters told us they were unable to reach Casitas Water District personnel and could not get them to unlock CWD gates. Therefore, they dismantled the chain link fence erected by CWD in

order to obtain access to the fire area. The firefighters informed me they would use the fire hydrant in our front yard to fight the fire in the forested areas adjacent to our home.

For the duration of the Thomas Fire, fire trucks lined up on MacDonald Drive to access the fire hydrant at the top of our driveway. Fire trucks entered our driveway, filled their water tanks, and then drove down our driveway toward our house. The fire trucks then backed up the driveway and drove off. The off-road firefighting vehicles turned around on the front lawn instead of backing out onto the street. Due to the state of emergency and the fact that our property was designated as the last line of defense for the Rancho Matilija subdivision, we opened our home and all its resources to the first responders. Fire trucks also entered the backyard and drove across the property while fighting the fire. It was estimated that fire trucks like these with full water tanks and crew weighed more than 62,000 pounds.

The firefighters instructed us to flood our three acres of property. We opened all 24-irrigation stations and added an additional nine hoses to flood in the property and hosing the two-story 5,000-foot home continuously. During the fire, the firefighters instructed us to keep our irrigation system running continuously in order to increase the humidity in the areas surrounding our home. When relative humidity increases, fire behavior decreases, as a slight elevation in our property's relative humidity would be a critical weapon against the fire entering the Rancho Matilija community. Thus, increasing relative humidity is an essential factor in preventing the spread of wildfires. Our irrigation system ran 24/7 throughout the duration the active on-site fighting of the Thomas Fire.

Damages Caused By Fire Trucks Loading on Our Property

In order to get access to the fire areas and past the CWD's locked gates, the firemen removed the CWD-owned chain link fencing adjacent to our home. The heavy-metal bollards encased in concrete, the chain link fencing itself, broken concrete debris and the lateral metal gate tubular framing were piled in front of our driveway. We requested CWD to remove the waste from our driveway. We made these requests multiple times, both by phone and in person. CWD never responded. We finally paid for a dumpster and contractors to load the concrete encased posts, fencing, and poles into a dumpster, and we then arranged for the dumpster to be taken to a waste facility. This cost thousands of dollars due to the weight of the waste load.

Wooden fencing that is required by our community's CCR's along our northern and eastern property boundaries was damaged and/or removed by firefighters. Trees and shrubs were dug up and removed. The heavy truck traffic on our property caused damages to the concrete driveway and the brick apron at the top of the driveway.

Continuing Damages from Firefighting Activities on Our Property

The repeated back and forth traffic of the heavy firefighting trucks caused our driveway to sink several inches over the next several years. The trucks also chipped and broke the concrete apron around the brick portion of the driveway and caused the bricks to sink unevenly into the ground below. Because the driveway sank over time, the damage to the pipes underlying the driveway was not immediately apparent.

The first leak to occur as a result of the heavy truck traffic was caused by the separation of the juncture of the main water line with the connection to the front of the house. We discovered this leak when we came home late one night and stepped out of the car into ankle deep water. The front yard and portions of the driveway were under water that was leaking from this broken connection. The pipes were separated vertically as a result of the sinking driveway. This was followed by random leaks from other lines separating in a similar fashion over time in multiple areas of the property.

Because of these water-related problems, the expense of the water and issues with the Casitas Water District as detailed above, our homeowner's insurance company has deemed these issues "unmitigable" and notified us that the policy we have had in place for 20 years would not be renewed. This determination that the wildfire issues are unmitigable has resulted in estimates of over \$11,000 for policy replacement. In addition to all of the above concerns, we are now incurring litigation costs for defense of our water rights in the Ventura River adjudication, in addition to being taxed by CWD for contribution to their defense costs in the same case.

Please abate past and future penalties so that we may comply with the firefighters' mandate to preserve a green boundary around our 3-acre property. We wish to enter into an agreement whereby Casitas Water District provides sufficient water to maintain a green belt pursuant to the fire agency's directive so that 12986 MacDonald is not inequitably burdened as individuals for the public benefit conferred to the community and that past expenditures by the Garrisons on behalf of the community for water and disposal of CWD's wastes be reimbursed.

Thank you,



Gregg Garrison



Rosanna Garrison

View from Garrison Front Yard During the Thomas Fire, December 2017



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Staging Fire Fighting in Front of Garrison Residence



Removing CWD Chain Link Fence Adjacent to Garrison Residence