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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 LODGEMENT OF THE  
PROPOSED PHYSICAL SOLUTION AND  
JUDGMENT, AND SUPPORT FOR  
COURT- APPOINTED SCIENTIFIC EXPERT

Court Hearing: July 6, 2021

Time: 2 p.m.

Dept.: 10

Action Filed: Sept. 19, 2014

Trial Date: February 14, 2022

OBJECTIONS TO LODGMENT OF PROPOSED PHYSICAL SOLUTION

Here come now Cross-Defendants ROSANNA GARRISON and GREGG

GARRISON filing objections to the lodging of the [PROPOSED] STIPULATED REVISED

1 PHYSICAL SOLUTION AND JUDGMENT dated May 17, 2021 (“Proposed Physical  
2 Solution”). Cross-Defendants ROSANNA GARRISON and GREGG GARRISON object to  
3 the Court considering the Proposed Physical Solution due to its material (substantive and  
4 procedural) defects as discussed below, and the Cross-Defendants additionally herein fully  
5 support a Court-appointed scientific expert – such appointment considered critical to a  
6 balance of power and knowledge among the parties hereto and for case efficiency, objecting  
7 herein to any position contrary to such appointment.  
8

9 1. The undersigned objecting Cross-Defendants have become parties in this case as of late  
10 January 2021, are the owners of real property, their primary residence, that lies within a  
11 tract in Rancho Matilija, Ojai. This primary three-acre residential lot with citrus and fire-  
12 resistant plantings is immediately the Ventura River and they hold riparian rights. The  
13 property is also adjacent to the Ojai Valley Land Conservancy’s Ventura River Preserve and  
14 the Los Padres National Forest. This property is the Wildlife Urban Interface of the Rancho  
15 Matilija gated community estates. Please see attached Declaration of Rosanna Garrison and  
16 attached Rancho Matilija Property Owners Association Map.  
17

18 The Garrisons currently have no expert witness.  
19

#### 20 FIRE RELATED WATER USES

21 2. Significantly, fire resistance and fire prevention are beneficial water uses that are not  
22 included as elements taken into consideration in the Proposed Physical Solution.

23 Importantly related, the Proposed Physical Solution does not address severe and recent  
24 wildfires in 2017 – 2021. These fires include the catastrophic Thomas Fire December 4,  
25 2017 – March 22, 2018 that burned over 281,890 acres (440 square miles); the Casitas Fire  
26 that occurred on June 14, 2021, involving 188 acres, located less than two miles from the  
27 Garrison property; and the Casitas Pass fire on June 30, 2021, within one mile of the  
28

1 Garrison property. These wildfires resulted in road closures and evacuation orders for  
2 nearby residents. The costs associated with the Thomas Fire were reportedly \$2.2 billion. At  
3 the time, the Thomas Fire was the largest wildfire in modern California history.  
4

5 3. Especially with the advent of recent wildfires in 2017-2021, beneficial water uses such as  
6 Fire Resistance and Fire Prevention as well as Fire Suppression should be expressly  
7 included as elements of the Proposed Physical Solution. The subject property holds the  
8 easement for access to the Ventura River Preserve and the Los Padres National Forest. The  
9 Garrison property was strategically utilized as the staging area for fighting the Thomas Fire.  
10

11 4. These are critical issues to address and in relation thereto, the Garrison residence is a  
12 focal point, being the key fire resistance/prevention/suppression lot to defend against fire -  
13 to protect it and the entire residential tract it lies within. There are over 110 homes in  
14 Rancho Matilija. In relation to the foregoing interests, Cross-Defendants ROSANNA  
15 GARRISON and GREGG GARRISON may require varying water volume for fire  
16 protection/prevention/resistance depending on the length of the current and future drought  
17 cycles. See **attached** hereto and incorporated herein by this reference each of: 1) Cross-  
18 Defendants' **letter** to the Casitas Water District dated May 7, 2021, concerning fire matters,  
19 and 2) Cross-Defendant ROSANNA GARRISON's **Declaration** re her recent attendance to  
20 an online, California Natural Resources Agency sponsored, webinar on "fire resistance",  
21 which webinar was recorded and a link to that recording is provided in the Declaration.  
22

### 23 GROUNDWATER REPLENISHMENT RIGHT FROM SURFACE WATERS

24 5. Another material defect that the Proposed Physical Solution must remedy by inclusion,  
25 not currently reflected, is a provision to document that *Surface Waters* (*surface waters*  
26 include stream underflow "in a defined channel") are **legally required to support**  
27 **groundwater replenishment (GWR)** as defined in and provided for under the State's Los  
28

1 Angeles Basin Plan policies that encompass Los Angeles and Ventura Counties (“Basin  
2 Plan”), prepared and revised by the Los Angeles Regional Water Quality Control Board.  
3 See in Basin Plan Beneficial Uses: “Furthermore, many regional streams are primary  
4 sources of replenishment for major groundwater basins that supply water for drinking and  
5 other uses, and as such must be protected as GWR.” (at page 2 – 10).

6  
7 6. Such express inclusion from the Basin Plan is necessary for direction and guidance for  
8 any Court-established reviewing panel under the Proposed Physical Solution that is to  
9 review and act on water use requests by any of the Bound Parties to this case.

#### 10 LANGUAGE CONFUSION OF PROPOSED PHYSICAL SOLUTION

11  
12 7. As a further material defect in the Proposed Physical Solution, it is noted and objection  
13 hereby made as to the use throughout such document of the word “usufructuary” which  
14 word is undefined in the document but is understood to mean, as used, a “transfer of  
15 interests” when, objecting Cross-Defendants are informed and believe from contact with  
16 other parties hereto, and assert herein, that such other parties were led to believe, as were  
17 objecting Cross-Defendants, by the document language (that also may have been reinforced  
18 by parties to this case), that parties respective, current water rights were to be preserved  
19 under the Proposed Physical Solution – when in likely fact the use of usufructuary connotes  
20 much (loss of rights) to the contrary.

21  
22 8. Objection to the Proposed Physical Solution is made, among other, until this issue of  
23 meaning confusion of the word usufructuary has been reviewed and cleared, including  
24 within the document itself and with the implied misleading of parties as to their respective  
25 current water rights.

26  
27 9. Cross-Defendants ROSANNA GARRISON and GREGG GARRISON have material  
28 rights as to the Proposed Physical Solution, including the right to have addressed all

1 material defects therein including, among other, those defects described in these objections,  
2 and respectfully request the Court reject for filing at this time, the Proposed Physical  
3 Solution and Judgment until the content is reconsidered and satisfactorily addressed in light  
4 of all objections.  
5

6 **COURT APPOINTED EXPERT FOR BALANCE OF POWER AND CASE EFFICIENCY**

7 10. The Court has before it consideration of appointing a Court-neutral scientific expert.

8 11. It is overwhelmingly reasonable for the Court to appoint a neutral scientific expert, both  
9 for efficiency and with the current status of this case including, among other: 1) the  
10 unsatisfactory state of the Proposed Physical Solution under present objections – and new  
11 fire issues arising, 2) the currently proposed tight discovery schedule for and the trial Phase  
12 1 itself, 3) the many parties hereto currently being without an expert witness (and potentially  
13 able to rely on existing experts if including a Court-neutral expert), and 4) the fact, without  
14 making adjustment, that the reviewing panel under the Proposed Physical Solution is heavy  
15 with prospective representatives of/in favor of government entities – as opposed to persons  
16 representing more individual party water rights.  
17

18 12. A court appointed scientific expert could:  
19

20 A) examine the case and directly advise the Court;

21 B) be available to inquiry by individual parties without expert – for the Court expert  
22 to add to case inquiry and overall knowledge;

23 C) address opinions and documents of other experts in the case; and

24 D) with continuity and knowledge, be available ongoing to advise, as requested, any  
25 reviewing panel under a filed Proposed Physical Solution.  
26

27 13. The Probate Department of the Superior Court often uses a Court-appointed attorney in  
28 adult conservatorship cases for advice. This broad and important Ventura River Watershed

1 conservation case deserves no less, especially with the tight schedule. Any argument to the  
2 contrary, that it is too late in the case or too difficult to find an expert, rings disingenuous in  
3 the setting of many smaller party cross-defendants, recent in the case, not yet having an  
4 expert and facing a tight schedule. A Court appointed expert may not solve all, but  
5 appointment would go a long way to more fairly and more efficiently handling this case for  
6 all parties. The undersigned Cross-Defendants hereby support and request the Court appoint  
7 a neutral scientific expert.  
8

9 RESPECTFULLY SUBMITTED

10 DATED: July 2, 2021

11  
12 By:  Date: July 2, 2021

13 GARRISON LAW CORPORATION

14 Gregg S. Garrison

15 Attorneys for Cross-Defendants

16 ROSANNA GARRISON and GREGG GARRISON  
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## 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:

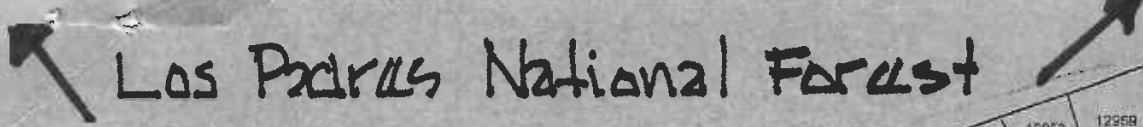
<https://www.youtube.com/watch?v=LbVgrvMIcnM>.

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



Rosanna Garrison

Declarant



# Los Padres National Forest OVLC Ventura River Preserve

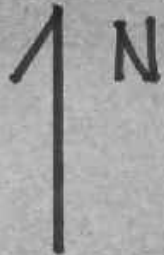
Rancho Matilija  
Property Owners Association

12549 MacDonald  
Lot 85

12535 MacDonald  
Lot 82

12521 MacDonald  
Lot 81

12563 MacDonald  
Lot 84



VENTURA RIVER

150  
150  
150

150

Baldwin Rd

Baldwin Rd



**Gregg S. and Rosanna Garrison**  
**12986 MacDonald Drive**  
**Ojai, California 93023**  
**(805) 857-9200**  
**Email: rosannagarrison@gmail.com**  
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Transmission via facsimile (805) 649-4485

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



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*Staging Fire Fighting in Front of Garrison Residence*





*Removing CWD Chain Link Fence Adjacent to Garrison Residence*