



1 **MUSICK, PEELER & GARRETT LLP**

2 2801 Townsgate Road, Suite 200
3 Westlake Village, California 91361
4 Telephone (805) 418-3100
5 Facsimile (805) 418-3101

6 Gregory J. Patterson (State Bar No. 136665)
7 *g.patterson@musickpeeler.com*

8 Attorneys for The Thacher School; Friend's Ranches, Inc.; Topa Topa Ranch & Nursery, LLC;
9 Finch Farms, LLC; Red Mountain Land & Farming, LLC; Thacher Creek Citrus, LLC; The Finch
10 Family Trust; James P. Finch; Robert Calder Davis, Jr.; Robert Calder Davis, Jr., TTEE of Trust
11 Owned Properties; Sharon H. Booth, Trustee of The Survivor's Trust Created Under Declaration
12 of Trust of Richard G. Booth and Sharon H. Booth Dated July 10, 1980; David Robert Hamm;
13 Ojai Oil Company; Ojai Valley School; Reeves Orchard, LLC and Ojai Valley Inn

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 SANTA BARBARA CHANNELKEEPER, a
17 California non-profit organization

18 Petitioner,

19 vs.

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

25 Respondents.

CASE No. 19STCP01176

[Assigned to Hon. William F Highberger]

**OJAI OIL COMPANY'S INITIAL
DISCLOSURE PURSUANT TO
CALIFORNIA CODE OF CIVIL
PROCEDURE SECTION 842**

26 CITY OF SAN BUENAVENTURA, a
27 California municipal corporation

28 Cross-Complainant

vs.

DUNCAN ABBOTT, an individual, et al.

Cross-Defendants.

Action Filed: September 19, 2014
Trial Date: None Set

1 Cross-Defendant Ojai Oil Company ("Ojai Oil") provides its Initial Disclosure pursuant to
2 California Code of Civil Procedure section 842 as follows:

3 **DISCLOSURE NO. 1:**

4 The name, address, telephone number, and email address of the party and, if applicable, the
5 party's attorney.

6 **RESPONSE TO DISCLOSURE NO. 1:**

7 Ojai Oil Company
8 ATTN: Douglas Off
9 4081 Mission Oaks Blvd., Ste. A
10 Camarillo, CA 93012
11 Tel: (805) 377-7713
12 Email: doug@ojaioil.com

13 Gregory Patterson
14 Musick, Peeler & Garrett LLP
15 2801 Townsgate Rd., Ste. 200
16 Westlake Village, CA 91361
17 Tel: (805) 418-3103
18 Email: g.patterson@musickpeeler.com

19 **DISCLOSURE NO. 2:**

20 The quantity of any groundwater extracted from the basin by the party and the method of
21 measurement used by the party's predecessor in interest for each of the previous 10 years
22 preceding the filing of the Complaint.

23 **RESPONSE TO DISCLOSURE NO. 2:**

24 There are three wells on the property, drilled in 1947, 2006, and 2015. The amount of
25 water flow per day from each well was tested and manipulated by the approximate number of days
26 in the year of use and converted to acre feet per year:

2011	11
2012	10
2013	10
2014	7
2015	6

2016	5
2017	5
2018	7.4
2019	7.5
2020	6

DISCLOSURE NO. 3:

The type of water right or rights claimed by the party for the extraction of groundwater.

RESPONSE TO DISCLOSURE NO. 3:

Overlying water rights established since 1997.

DISCLOSURE NO. 4:

A general description of the purpose to which the groundwater has been put.

RESPONSE TO DISCLOSURE NO. 4:

Approximately seven acres of olive trees for oil are being irrigated. Two residences on the property also use this non-potable water for fire suppression purposes and landscaping. The remainder of approximately 60 acres of this APN parcel has water lines to holding tanks for fire purposes.

DISCLOSURE NO. 5:

The location of each well or other source through which the groundwater has been extracted.

RESPONSE TO DISCLOSURE NO. 5:

- Well #1- State Well #04N22W12J08S APN: 030-240-045
- Well #2- State Well #04N22W12K01S APN: 030-024-045
- Well #3- State Well #04N22W12J09S APN: 030-240-045

DISCLOSURE NO. 6:

The area in which the groundwater has been used.

RESPONSE TO DISCLOSURE NO. 6:

Same as response to Disclosure number 5.

1 **DISCLOSURE NO. 7:**

2 Any claims for increased or future use of groundwater.

3 **RESPONSE TO DISCLOSURE NO. 7:**

4 Planned 20 acre increase in agricultural use of approximately 20 care per feet per year.

5 **DISCLOSURE NO. 8:**

6 The quantity of any beneficial use of any alternative water use that the party claims as its
7 use of groundwater under any applicable law, including, but not limited to, Section 1005.1,
8 1005.2, or 1005.4 of the Water Code.

9 **RESPONSE TO DISCLOSURE NO. 8:**

10 None.

11 **DISCLOSURE NO. 9:**

12 Indemnification of all surface water rights and contracts the party claims provides the basis
13 for its water right claims in the comprehensive adjudication.

14 **RESPONSE TO DISCLOSURE NO. 9:**

15 None.

16 **DISCLOSURE NO. 10:**

17 The quantity of any replenishment of water to the basin that augmented the basin's native
18 water supply, resulting from the intentional storage of imported or non-native water in the basin,
19 managed recharge of surface water, or return flows resulting from the use of imported water or
20 non-native water on lands overlying the basin by the party, or the party's representative or agent,
21 during each of the 10 calendar years immediately preceding the filing of the Complaint.

22 **RESPONSE TO DISCLOSURE NO. 10:**

23 None.

24 **DISCLOSURE NO. 11:**

25 The names, addresses, telephone numbers, and email addresses of all persons possessing
26 information that supports the party's disclosures.

27 **RESPONSE TO DISCLOSURE NO. 11:**

28 Douglas Off

1 4108 Mission Oaks Blvd., Ste. A
2 Camarillo, CA 93012
3 Tel: (805) 377-7713
4 Email: doug@ojaioil.com

4 **DISCLOSURE NO. 12:**

5 Any other facts that tend to prove the party's claimed water right.

6 **RESPONSE TO DISCLOSURE NO. 12:**

7 Ojai Oil reserves the right to increase water usage for reasonable and beneficial use.

8
9 Ojai Oil believes its property is outside of the boundaries of the basins subject to this
10 adjudication and that its groundwater pumping does not affect the groundwater supply within the
11 basins subject to this adjudication.

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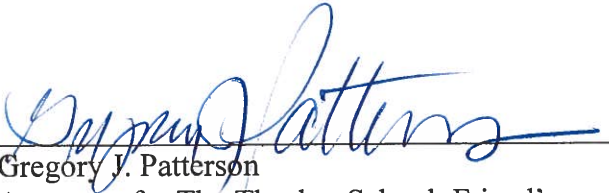
1 Ojai Oil makes this Initial Disclosure based on the information currently available to it.
2 Ojai Oil will amend this disclosure, if necessary, consistent with California Code of Civil
3 Procedure section 842(d) (1-3).

4 Ojai Oil is serving this Initial Disclosure electronically to all parties to the extent possible
5 pursuant to California Code of Civil Procedure section 842(e).

6
7 DATED: June 14, 2021

MUSICK, PEELER & GARRETT LLP

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9 By:



10 Gregory J. Patterson

11 Attorneys for The Thacher School; Friend's
12 Ranches, Inc.; Topa Topa Ranch & Nursery, LLC;
13 Finch Farms, LLC; Red Mountain Land &
14 Farming, LLC; Thacher Creek Citrus, LLC; The
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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF VENTURA

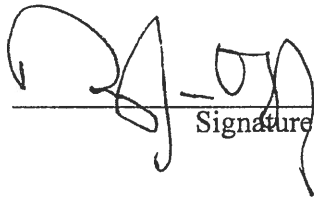
I have read the foregoing **OJAI OIL COMPANY'S INITIAL DISCLOSURE** and know its contents.

I, Douglas Off, as President of OJAI OIL COMPANY, am authorized to make this verification on behalf of all OJAI OIL COMPANY. I am informed and believe, and on that ground allege, that the matters stated in the foregoing document are true.

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

Executed on June 2, 2021 at Ojai, California.

Douglas Off
Print Name of Signatory



Signature