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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.

26 CITY OF SAN BUENAVENTURA, a  
27 California municipal corporation

28 Cross-Complainant

vs.

DUNCAN ABBOTT, an individual, et al.

Cross-Defendants.

CASE No. 19STCP01176

[Assigned to Hon. William F Highberger]

**OJAI VALLEY INN'S INITIAL  
DISCLOSURE PURSUANT TO  
CALIFORNIA CODE OF CIVIL  
PROCEDURE SECTION 842**

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

1 Cross-Defendant Ojai Valley Inn ("OVI") 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 Dave Comfort  
8 Ojai Valley Inn  
9 905 Country Club Road  
10 Ojai, CA 93023  
11 Tel: (310) 498-2016  
12 Email: [davecomfort@crown-chicago.com](mailto:davecomfort@crown-chicago.com)

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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 OVI has not pumped groundwater during the last ten years, but has a metered connection  
25 through the Casitas Municipal Water District.

OJAI VALLEY INN - ANNUAL WATER USAGE DATA SUMMARY			
HISTORICAL METERED WATER USAGE (AF)			
DATE	PAPER BILLS	CASITAS DATA	
	CALENDAR YEAR (JAN - DEC)	WATER YEAR (JUL-JUN)	
2013	380	INCONSISTENT OR MISSING DATA	
2014	376		
2015	263		
2016	378		

2017	INCONSISTENT OR MISSING DATA	MISSING	403
2018		378	315
2019		355	329
ANNUAL AVG	349.4	366.5	348.8

OVI asserts at least this quantity of water annually used as a metered customer of Casitas Municipal Water District (by any source of Casitas' own combination of surface or groundwater or other rights of its own) which OVI has used *in lieu of* any separate right of use to either riparian surface water or as an overlying landowner to groundwater. To the extent that any OVI right is dormant or unexercised at this time, due to active onsite water conservation or otherwise, such non-use is not to be misconstrued as any form of OVI abandonment or relinquishment of those rights. OVI asserts a maximum historical reasonable and beneficial use of 874 acre-feet (AF) annually.

**DISCLOSURE NO. 3:**

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

**RESPONSE TO DISCLOSURE NO. 3:**

OVI is an overlying landowner and asserts both overlying and unexercised water rights for the extraction of groundwater from inactive wells located on the OVI property within the Ojai Basin Groundwater Management Area (OBGMA).

OVI also asserts a right to use groundwater under the self-help doctrine, if prescriptive rights to extract groundwater from the basin are determined.

**DISCLOSURE NO. 4:**

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

**RESPONSE TO DISCLOSURE NO. 4:**

Irrigated landscaping and domestic uses.

**DISCLOSURE NO. 5:**

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

**RESPONSE TO DISCLOSURE NO. 5:**

Not applicable.

1 **DISCLOSURE NO. 6:**

2 The area in which the groundwater has been used.

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

4 Not applicable. OVI is a metered customer of the Casitas Municipal Water District. All  
5 Casitas metered water is used on four separate OVI parcels:

6 APN: 023-0-010-179

7 APN: 023-0-020-170

8 APN: 024-0-010-020

9 APN: 024-0-010-110

10 **DISCLOSURE NO. 7:**

11 Any claims for increased or future use of groundwater.

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

13 OVI anticipates that any future use of groundwater will be at least as much as its current  
14 metered Casitas use.

15 OVI asserts the maximum historical right to pump and consumptively use water by either  
16 surface riparian right or groundwater (whether dormant or currently unexercised), neither of which is  
17 ever lost, forfeited, or abandoned for any period of non-use.

18 OVI reserves the right to supplement this initial disclosure with additional future uses.

19 **DISCLOSURE NO. 8:**

20 The quantity of any beneficial use of any alternative water use that the party claims as its  
21 use of groundwater under any applicable law, including, but not limited to, Section 1005.1,  
22 1005.2, or 1005.4 of the Water Code.

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

24 To the extent that OVI maintains riparian rights to subsurface underflow that are “part and  
25 parcel” of the property, OVI reserves the right to this additional water use pursuant to Water Code  
26 Sections 1005.1, 1005.2, 1005.4, or other applicable law.

27 OVI also asserts any quantity of water it uses as a metered customer of Casitas Municipal Water  
28 District (by any source of its own surface or groundwater right(s) of its own) is an alternative

1 source that OVI uses *in lieu of* any right of use that OVI might otherwise have to maximum  
2 historical reasonable and beneficial uses of water for onsite purposes.

3 **DISCLOSURE NO. 9:**

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

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

7 OVI asserts riparian rights to San Antonio Creek, and possible riparian rights to subsurface  
8 underflow underneath any of its properties.

9 **DISCLOSURE NO. 10:**

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

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

16 OVI does not currently import any non-native water or manage any recharge of surface  
17 water peak-flow into groundwater, but reserves the right to appropriate water and store such  
18 waters for more than 30-days (pursuant to a Water Availability Analysis) and/or capture and store  
19 stormwater or rainwater through any combination of offsets or production forbearance or  
20 conserved water credits that might otherwise contribute to either onsite water supply resiliency  
21 and reliability or enhance stream flow in San Antonio Creek.

22 **DISCLOSURE NO. 11:**

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

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28 ///

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

2 Dave Comfort  
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4 905 Country Club Rd.  
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8 Regina Hirsch  
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19 Email: [tdh@tomhickslaw.com](mailto:tdh@tomhickslaw.com)

20 **DISCLOSURE NO. 12:**

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

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

23 To the extent that OVI may assert possible riparian rights to subsurface underflow on or  
24 appurtenant to or "part and parcel" of the property, OVI reserves the right to this additional water use  
25 pursuant to Water Code Sections 1005.1, 1005.2, 1005.4, or other applicable law.

26 OVI asserts at least the annual quantity of water used as a metered customer of Casitas  
27 Municipal Water District (by any source of Casitas' own combination of surface of groundwater or  
28 other rights of its own) which OVI has used *in lieu of* any separate right of use to either riparian  
surface water or overlying landowner groundwater. To the extent that any OVI right is dormant or  
unexercised at this time, due to active onsite water conservation or otherwise, such non-use is not to  
be misconstrued as any form of OVI abandonment or relinquishment of those rights. OVI asserts a  
maximum historical reasonable and beneficial consumptive use of 874 acre-feet (AF) annually.

OVI is a project partner in the Wildlife Conservation Board Prop One Water Bond grant  
awarded to the Ventura County Resource Conservation District for the Ventura River Watershed


1 Instream Flow Enhancement and Water Resiliency Framework (VRIF) Project. Through this state-  
2 funded project, OVI and other project partners are coordinating to plan and implement onsite  
3 *voluntary* water conservation actions that will further conserve OVI's onsite annual water demand,  
4 including stormwater, rainwater, reduction of phreatophytes such as *Arundo*, and other onsite  
5 water use efficiencies to use less water annually for the purpose of enhancing stream flow. OVI is  
6 actively considering projects that will result in a 20-year or longer commitment to onsite  
7 "production forbearance" and/or direct streamflow enhancement benefits for steelhead.

8  
9 OVI makes this Initial Disclosure based on the information currently available to it. OVI  
10 will amend this disclosure, if necessary, consistent with California Code of Civil Procedure  
11 section 842(d) (1-3).

12 OVI is serving this Initial Disclosure electronically to all parties to the extent possible  
13 pursuant to California Code of Civil Procedure section 842(e).

14  
15 DATED: June 16, 2021

MUSICK, PEELER & GARRETT LLP

16  
17 By:   
18 Gregory J. Patterson  
19 Attorneys for The Thacher School; Friend's  
20 Ranches, Inc.; Topa Topa Ranch & Nursery, LLC;  
21 Finch Farms, LLC; Red Mountain Land &  
22 Farming, LLC; Thacher Creek Citrus, LLC; The  
23 Finch Family Trust; James P. Finch; Robert Calder  
24 Davis, Jr.; Robert Calder Davis, Jr., TTEE of Trust  
25 Owned Properties; Sharon H. Booth, Trustee of  
26 The Survivor's Trust Created Under Declaration  
27 of Trust of Richard G. Booth and Sharon H. Booth  
28 Dated July 10, 1980; David Robert Hamm; Ojai  
Oil Company; Ojai Valley School; Reeves  
Orchard, LLC and Ojai Valley Inn

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF VENTURA

I have read the foregoing OJAI VALLEY INN'S INITIAL DISCLOSURE and know its contents.

I, Dave Comfort, as Asset Manager of OJAI VALLEY INN, am authorized to make this verification on behalf of all OJAI VALLEY INN. 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 15, 2021 at Ojai, California.

Dave Comfort  
Print Name of Signatory

  
Signature