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VENTURA SUPERIOR COURT  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SANTA BARBARA**

OPV COALITION, an unincorporated  
association; PVR OXNARD, LLC; DUDA  
WESTSIDE OXNARD, LLC; HHR OXNARD,  
LLC; MONTGOMERY PROPERTIES, LLC;  
MARY C. MENNE ASSOCIATES, LP; ET  
AGRICULTURAL ASSOCIATES, LLC; THE  
IVAN AND MOLLY SOHRAKOFF TRUST  
DATED FEBRUARY 26, 2007; THE SUSAN  
NAUMANN 2002 TRUST DATED MAY 21,  
2002; THE RICHARD W. NAUMANN TRUST  
DATED OCTOBER 14, 2009; ARNOLD  
RANCH, LLC; THE J & P DOUGLAS  
FAMILY TRUST DATED DECEMBER 4,  
1998; SHOZI BROTHERS, A CALIFORNIA  
LIMITED PARTNERSHIP; SHOZI  
VENTURA, LLC; JOSE C. MARTINEZ AND  
MARIA ELENA MARTINEZ; WILDCAT  
INVESTMENTS, LLC; GREYHER FARMING  
COMPANY, INC.; THE SARA NAUMANN  
MCANDREWS REVOCABLE LIVING  
TRUST DATED MARCH 2, 1999; BANJO  
RANCH LLC; DINGALING RANCH, LLC;  
APTOS BERRY FARMS, INC.; BERKSHIRE  
INVESTMENTS, LLC; DOUD HAILES  
ROAD, LLC; ROCKINOEE II, LLC; TARA  
ENTERPRISES II, LLC; WOOLEY BERRY  
FARMS, LLC; LANAI INVESTORS, LLC; P  
& R PROPERTIES, A CALIFORNIA

CASE NO. VENCI00555357

**FIRST AMENDED VERIFIED  
COMPLAINT FOR COMPREHENSIVE  
GROUNDWATER ADJUDICATION OF  
THE OXNARD GROUNDWATER  
SUBBASIN (No. 4-004.02) AND  
PLEASANT VALLEY SUBBASIN (No. 4-  
006) PURSUANT TO SECTIONS 830, ET  
SEQ. OF THE CODE OF CIVIL  
PROCEDURE; DECLARATORY  
RELIEF; QUIET TITLE; AND  
PETITION FOR WRITS OF MANDATE**

1 GENERAL PARTNERSHIP; PIERPONT BAY  
2 RANCH, A CALIFORNIA GENERAL  
3 PARTNERSHIP; ROBERT C.  
4 DEBUSSCHERE; THE DEBUSSCHERE -  
5 MORRIS FAMILY TRUST DATED MAY 5,  
6 2016; ANN DEBUSSCHERE TRUST  
7 CREATED UNDER THE WILL OF HECTOR  
8 DEBUSSCHERE; LAS POSAS CAMARILLO  
9 CA, LP; WEST GONZALES ROAD  
10 OXNARD, LLC; NAUMANN ROAD  
11 OXNARD, LP; DUFAU ROAD OXNARD, LP;  
12 ROUND MOUNTAIN ROAD CAMARILLO  
13 CA, LP; SANTA CLARA AVENUE  
14 OXNARD, LP; THE JAMES F. NAUMANN  
15 TRUST DATED MARCH 26, 2012;  
16 BENGARD/DEBUSSCHERE LAND  
17 COMPANY, LLC; CARR CANYON  
18 PROPERTIES, LP; AMS MELINDA, LLC;  
19 AMS CRAIG, LLC; AMS ROXANNE, LLC;  
20 CONNELLY RANCH, LLC; ARAICH  
21 LIMITED, S.A., A LUXEMBOURG  
22 CORPORATION WHICH ACQUIRED TITLE  
23 AS "ARAICH LIMITED, A.G., A  
24 LUXEMBOURG CORPORATION"; AMS  
25 CHARLENE, LLC; HELM RANCH, LLC;  
26 THE BRIAN AND LORI NAUMANN TRUST  
27 DATED FEBRUARY 18, 2009; THE MARY  
28 M. NAUMANN TRUST DATED MARCH 27,  
2012; THE COULTAS FAMILY TRUST  
U/D/T DATED JUNE 21, 2001; THE  
COULTAS FAMILY TRUST U/D/T DATED  
SEPTEMBER 25, 1990; MECB PROPERTIES,  
LLC; DEBUSSCHERE-DEBO, LLC; THE  
JESSE AND SHANNON DEBUSSCHERE  
FAMILY TRUST DATED OCTOBER 23,  
2002; MRJ INVESTMENTS, LLC; HIJI  
PROPERTY INVESTMENTS I, LLC;  
ALBERT DEBUSSCHERE RANCH, A  
PARTNERSHIP; THE DEBORAH J.  
DOUGLAS TRUST DATED DECEMBER 28,  
1999; CARLYLE FARMING COMPANY,  
LLC; JESSE DEBUSSCHERE; JESSE  
DEBUSSCHERE TRUST CREATED UNDER  
THE WILL OF HECTOR DEBUSSCHERE;  
THE JOSH EBY AND MICHELLE  
NAUMANN EBY TRUST DATED JULY 25,  
2011; THE LORI P. DOUGLAS TRUST  
DATED DECEMBER 28, 1999; THE  
MICHAEL AND BETHANY NAUMANN  
TRUST DATED MARCH 24, 2001; THE  
THOMAS J. DOUGLAS TRUST DATED  
DECEMBER 28, 1999; THE WILLIAM F.  
COULTAS SEPARATE PROPERTY TRUST  
U/D/T DATED JANUARY 20, 1999; WEST

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BAY COMPANY, LLC

Plaintiffs,

v.

FOX CANYON GROUNDWATER  
MANAGEMENT AGENCY, a public entity;  
CALLEGUAS MUNICIPAL WATER  
DISTRICT, a public entity; CAMROSA  
WATER DISTRICT, a public entity; PORT  
HUENEME WATER AGENCY, a public  
entity; CHANNEL ISLANDS BEACH  
COMMUNITY SERVICES DISTRICT, a  
public entity; CITY OF CAMARILLO, a public  
entity; UNITED STATES OF AMERICA; all  
persons unknown, claiming any legal or  
equitable right, title, estate, lien or interest in the  
property described in the complaint adverse to  
plaintiffs' title or any cloud on plaintiffs' title  
thereto; and DOES 1 through 3000, inclusive,

Defendants.

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MARATHON LAND, INC.; UNITED WATER  
CONSERVATION DISTRICT, a public entity;  
CITY OF SAN BUENAVENTURA, a public  
entity; CITY OF OXNARD, a public entity,

Intervenors.

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**I. INTRODUCTION**

1. Ventura County’s family farmers and other agricultural landowners in the Oxnard and Pleasant Valley Groundwater Basins bring this lawsuit to achieve an outcome critical to their livelihoods and the well-being of the public—a fair allocation of groundwater rights with the goal of sustainable management of the region’s most precious resource. This case is critical to landowners, water providers, local municipalities, businesses, school districts, and citizens, as it will resolve rights to a significant portion of the local water supply.

2. Plaintiffs forged the OPV Coalition and seek court relief out of necessity. Plaintiffs invested many months in cooperative efforts with stakeholders, including Defendant, the Fox Canyon Groundwater Management Agency (“**FCGMA**”), to achieve an equitable and comprehensive long-term plan for sustainable management of water resources. Unfortunately, those discussions have failed to lead to a fair and reasonable resolution, thereby necessitating judicial assistance. Plaintiffs bring this action with the hope that it will serve as a catalyst for the many stakeholders, including FCGMA, to work together, with the Court’s supervision, in reaching a fair determination of water rights.

3. With those goals in mind, Plaintiffs ask that the Court conduct a comprehensive adjudication under section 830 *et seq.* of the California Code of Civil Procedure to determine all rights to extract (that is, pump) groundwater in the Santa Clara River Valley - Oxnard Groundwater Subbasin (DWR No. 4-004.02) and the Pleasant Valley Groundwater Subbasin (DWR No. 4-006) (collectively, the “**Basins**”); enter an appropriate judgment; and impose a physical solution consistent with the law (the “**Comprehensive Adjudication**”). Plaintiffs also seek writs of mandate ordering FCGMA to correct legal errors relating to (i) an ordinance adopted by FCGMA to establish pumping allocations in the Basins, and (ii) the adoption of groundwater sustainability plans (“**GSPs**”) for the Basins under California’s Sustainable Groundwater Management Act (“**SGMA**”). The Comprehensive Adjudication and petition for writs of mandate are necessary to ensure sustainable management of the Basins’ groundwater supplies in a manner consistent with SGMA; the California Constitution’s mandate in Article X, section 2 to manage

1 water resources for maximum beneficial use and avoid water waste; and water right priorities  
2 under California law.

3 4. The Basins have been in a state of overdraft (*i.e.*, more water extracted than  
4 replenished) for decades. In 2018 the California Department of Water Resources (“DWR”) found  
5 that both Basins were in a state of “critical overdraft.”<sup>1</sup> The Basins face significant seawater  
6 intrusion: excessive pumping has lowered water levels in the Basins’ aquifers below sea level  
7 resulting in the landward migration of seawater into the potable aquifers adjacent to the coast. To  
8 remedy the seawater intrusion and other problems, Plaintiffs have engaged for several years with  
9 FCGMA and other stakeholders in negotiations over water rights, pumping allocations, and  
10 groundwater management. Unfortunately, for the reasons described below, the negotiating  
11 stakeholders have yet to achieve broad consensus, and Plaintiffs believe that this Comprehensive  
12 Adjudication is necessary to achieve an efficient and lasting resolution. Consistent with the  
13 statutory goal of encouraging the compromise and settlement of comprehensive adjudications (*see*  
14 Cal. Civ. Proc. Code. § 830(b)(3)), Plaintiffs hope to continue the ongoing negotiations and to seek  
15 the Court’s assistance and direction to achieve a comprehensive settlement.

## 16 17 **II. JURISDICTION AND VENUE**

18 5. The Superior Court of California in and for the County of Ventura (the “Ventura  
19 Court”) had jurisdiction over this action pursuant to Code of Civil Procedure sections 526, 833,  
20 1060, and 1085, Civil Code section 3420, and Public Resources Code sections 21168 and 21168.5.

21 6. Venue was initially proper in Ventura because the lands, water rights, and other real  
22 property that are the subject of this action are located within the County of Ventura. Under  
23 California Code of Civil Procedure section 838 subd. (a)(1), however, all judges of the Superior  
24 Court of Ventura County were disqualified from hearing this action. Pursuant to that statute, the  
25 Ventura Court referred the case to the Chair of the Judicial Council on August 2, 2021, for  
26 reassignment. On September 23, 2021, the Chair of Judicial Council, the Hon. Tani G. Cantil-

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28 <sup>1</sup> See <https://water.ca.gov/Programs/Groundwater-Management/Bulletin-118/Critically-Overdrafted-Basins>.

1 Sakauye, Chief Justice of the California Supreme Court, issued an order assigning the case for all  
2 purposes to the Hon. Thomas Anderle of the Superior Court of California in and for the County of  
3 Santa Barbara (the “Santa Barbara Court”).

4 7. Following Judge Anderle’s disqualification, on July 8, 2022, the Judicial Council  
5 assigned the case to the Hon. Donna Geck.

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7 **III. PARTIES**

8 8. Plaintiff OPV Coalition is an unincorporated association formed to represent the  
9 interests of its members that are overlying agricultural water users in the Basins. OPV Coalition  
10 has standing to bring this action on behalf of its entire membership pursuant to Code of Civil  
11 Procedure section 382.

12 9. Plaintiffs PVR Oxnard, LLC; Duda Westside Oxnard, LLC; HHR Oxnard, LLC;  
13 Montgomery Properties, LLC; Mary C. Menne Associates, LP; ET Agricultural Associates, LLC;  
14 The Ivan and Molly Sohrakoff Trust dated February 26, 2007; The Susan Naumann 2002 Trust  
15 dated May 21, 2002; The Richard W. Naumann Trust dated October 14, 2009; Arnold Ranch,  
16 LLC; The J & P Douglas Family Trust dated December 4, 1998; Shozi Brothers, a California  
17 Limited Partnership; Shozi Ventura, LLC; Jose C. Martinez and Maria Elena Martinez; Wildcat  
18 Investments, LLC; Grether Farming Company, Inc.; The Sara Naumann McAndrews Revocable  
19 Living Trust Dated March 2, 1999; Banjo Ranch LLC; Dingaling Ranch, LLC; Aptos Berry  
20 Farms, Inc.; Berkshire Investments, LLC; Doud Hailes Road, LLC; Rockinoee II, LLC; Tara  
21 Enterprises II, LLC; Wooley Berry Farms, LLC; Lanai Investors, LLC; P & R Properties, a  
22 California General Partnership; Pierpont Bay Ranch, a California General Partnership; Robert C.  
23 Debusschere; The DeBusschere - Morris Family Trust dated May 5, 2016; Ann DeBusschere Trust  
24 created under the Will of Hector DeBusschere; Las Posas Camarillo CA, LP; West Gonzales Road  
25 Oxnard, LLC; Naumann Road Oxnard, LP; Dufau Road Oxnard, LP; Round Mountain Road  
26 Camarillo CA, LP; Santa Clara Avenue Oxnard, LP; The James F. Naumann Trust dated March  
27 26, 2012; Bengard/DeBusschere Land Company, LLC; Carr Canyon Properties, LP; AMS

1 Melinda, LLC; AMS Craig, LLC; AMS Roxanne, LLC; Connelly Ranch, LLC; Araich Limited,  
2 S.A., a Luxemborg Corporation which acquired title as “Araich Limited, A.G., a Luxemborg  
3 Corporation”; AMS Charlene, LLC; Helm Ranch, LLC; The Brian and Lori Naumann Trust dated  
4 February 18, 2009; The Mary M. Naumann Trust dated March 27, 2012; The Coultas Family Trust  
5 U/D/T dated June 21, 2001; The Coultas Family Trust U/D/T dated September 25, 1990; MECB  
6 Properties, LLC; DeBusschere-Debo, LLC; The Jesse and Shannon DeBusschere Family Trust  
7 Dated October 23, 2002; MRJ Investments, LLC; Hiji Property Investments I, LLC; Albert  
8 DeBusschere Ranch, a Partnership; Carlyle Farming Company, LLC; Jesse DeBusschere; Jesse  
9 DeBusschere Trust created under the Will of Hector DeBusschere; The Deborah J. Douglas Trust  
10 dated December 28, 1999; The Josh Eby and Michelle Naumann Eby Trust Dated July 25, 2011;  
11 The Lori P. Douglas Trust dated December 28, 1999; The Michael and Bethany Naumann Trust  
12 Dated March 24, 2001; The Thomas J. Douglas Trust dated December 28, 1999; The William F.  
13 Coultas separate Property Trust U/D/T dated January 20, 1999; and the West Bay Company, LLC  
14 (collectively with OPV Coalition, “Plaintiffs”) each own land overlying the Basins, and each one  
15 grows commercial crops that are irrigated with groundwater derived from the Basins.

16 10. Each Plaintiff, including each member of OPV Coalition, owns groundwater rights  
17 related to the parcels they own overlying the Basins.

18 11. Defendant FCGMA is a special district created by the California Legislature to  
19 manage groundwater resources within its territory for the common benefit of water users. *See*  
20 *Water Code App. § 121-102.*

21 12. Defendant CALLEGUAS MUNICIPAL WATER DISTRICT (“**Calleguas**”) is an  
22 independent special district organized under Article 9 of the Municipal Water District Act of 1911.  
23 Calleguas claims ownership of rights to extract and use groundwater from the Basins that are or  
24 may be adverse to Plaintiffs’ groundwater rights.

25 13. Defendant CAMROSA WATER DISTRICT (“**Camrosa**”) is an independent  
26 special district organized under Division 12 of the California Water Code, sections 30000 *et seq.*  
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1 Camrosa claims ownership of rights to extract and use groundwater from the Basins that are or  
2 may be adverse to Plaintiffs' groundwater rights.

3 14. Defendant PORT HUENEME WATER AGENCY ("**PHWA**") is a Joint Powers  
4 Agency. PHWA claims ownership of rights to extract and use groundwater from the Basins that  
5 are or may be adverse to Plaintiffs' groundwater rights.

6 15. Defendant CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
7 ("**CIBCS**D") is a Community Services District formed pursuant to Government Code sections  
8 61000, *et seq.* CIBCS D claims ownership of rights to extract and use groundwater from the  
9 Basins that are or may be adverse to Plaintiffs' groundwater rights.

10 16. Defendant CITY OF CAMARILLO ("**Camarillo**") is a general law city which  
11 overlays the Basins. Camarillo claims ownership of rights to extract and use groundwater from the  
12 Basins that are or may be adverse to Plaintiffs' groundwater rights.

13 17. Defendant the UNITED STATES OF AMERICA ("**United States**") claims rights  
14 to the waters in the Basins subject to adjudication in this action by virtue of owning real property  
15 overlying the Basins, including Naval Base Ventura County ("**NBVC**"). Plaintiffs are informed  
16 and believe that the United States claims rights to the Basins under federal laws and pursuant to  
17 the Federal Reserved Water Rights Doctrine. *See Cappaert v. United States*, 426 U.S. 128 (1976).  
18 The United States is a necessary party to this action pursuant to the McCarran Amendment, 43  
19 United States Code section 666. Under the McCarran Amendment, the United States is deemed to  
20 have waived any right to plead that the laws of California are not applicable, or that the United  
21 States is not subject to such laws by virtue of its sovereignty. Under the McCarran Amendment,  
22 the United States is subject to the judgments, orders, and decrees of this Court. Plaintiffs are  
23 informed and believe that under the McCarran Amendment, the United States is not susceptible to  
24 costs in this suit.

25 18. Each of the defendants identified as DOES 1 through 3,000, inclusive ("**Doe**  
26 **Defendants**"), whether individuals, corporations, unincorporated associations, partnerships,  
27 trustees, executors, guardians, or otherwise, claim some right, title, estate, lien, or interest in water  
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1 in the Basins that is adverse to Plaintiffs’ title and interest, or represents a cloud on Plaintiffs’  
2 respective titles thereto. Plaintiffs are unaware of the true names and capacities of the Doe  
3 Defendants and, therefore, sue the Doe Defendants by fictitious names. Plaintiffs will provide  
4 notice of the adjudication to all entities specified for receipt of notice, which will include all Doe  
5 Defendants, pursuant to the provisions of Sections 835, 836, and 836.5 of the Code of Civil  
6 Procedure. These entities may elect to intervene in the case or answer this Complaint as provided  
7 under statute.

8 19. Intervenor MARATHON, LAND INC. (“**Marathon**”) claims ownership of rights  
9 to extract and use groundwater from the Basins that are or may be adverse to Plaintiffs’  
10 groundwater rights.

11 20. Intervenor UNITED WATER CONSERVATION DISTRICT (“**United**”) is a  
12 California Water Conservation District formed pursuant to the Water Conservation District Law of  
13 1931, Water Code sections 74000, *et seq.* United claims ownership of rights to extract and use  
14 groundwater from the Basins that are or may be adverse to Plaintiffs’ groundwater rights.

15 21. Intervenor CITY OF SAN BUENAVENTURA (“**Ventura**”) is a charter city which  
16 partially overlies the Oxnard Basin. Ventura claims ownership of rights to extract and use  
17 groundwater from the Basins that are or may be adverse to Plaintiffs’ groundwater rights.

18 22. Intervenor CITY OF OXNARD (“**Oxnard**”) is a general law city that overlays the  
19 Oxnard Basin. Oxnard claims ownership of rights to extract and use groundwater from the Basins  
20 that are or may be adverse to Plaintiffs’ groundwater rights.

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23 **IV. GENERAL ALLEGATIONS**

24 **A. Physical Setting**

25 23. The Santa Clara River Valley - Oxnard Basin, defined by the California  
26 Department of Water Resources’ Bulletin 118 as Basin No. 4-004.02, encompasses an area of  
27 approximately 58,000 acres. The Basin is located entirely within Ventura County. The eastern  
28

1 boundary is the Las Posas Valley Basin and Pleasant Valley Basin. The northern boundary is the  
2 Oak Ridge Fault, and the southern boundary is the Santa Monica Mountains. The western  
3 boundary is the Pacific Ocean.

4 24. The Pleasant Valley Basin, defined by the California Department of Water  
5 Resources' Bulletin 118 as Basin No. 4-006, encompasses an area of approximately 19,840 acres.  
6 The Basin is located entirely within Ventura County. The northern boundary is the Camarillo  
7 Hills and the Las Posas Hills, and the southern boundary is the Santa Monica Mountains. The  
8 western boundary is the Oxnard Subbasin.

9 25. Groundwater overdraft in both Basins has led to seawater intrusion into the Oxnard  
10 Basin. Although seawater intrusion has not occurred in the Pleasant Valley Basin, groundwater  
11 pumping in the Pleasant Valley Basin contributes to seawater intrusion into the Oxnard Basin,  
12 since the Basins are hydrologically connected.

13 **B. Water Users**

14 26. Water in these Basins support diverse water users. These include municipal water  
15 suppliers—among them the Cities of Oxnard, the largest city fully contained in the Oxnard Basin,  
16 Camarillo, and San Buenaventura, and the Channel Island Beach Community Service District.

17 27. Agriculture in the Basins is a key industry, and dependent on groundwater supplies.  
18 The Oxnard Basin alone provides water for more than half of Ventura County's \$2.2 billion  
19 agricultural industry.<sup>2</sup>

20 **C. History of Groundwater Management Efforts**

21 28. There is a long history of efforts to ameliorate the overdraft and resulting seawater  
22 intrusion afflicting the Basins, among other water quality problems. Intervenor United, organized  
23 in 1950 under the Water Conservation Act of 1931, has managed regional water enhancement  
24 efforts since its formation. Today, United operates infrastructure to divert surface water from the  
25 Santa Clara River, delivers diverted river water to spreading grounds to enhance recharge of the

26 \_\_\_\_\_  
27 <sup>2</sup> Background Report for Ventura County 2040 General Plan, Ch. 10, Water Resources, at 10-37  
28 (Sept. 15, 2020) available at [https://vc2040.org/images/Background\\_Report\\_-\\_September\\_2020/VCGPU\\_10\\_Adopted\\_Water\\_September\\_2020.pdf](https://vc2040.org/images/Background_Report_-_September_2020/VCGPU_10_Adopted_Water_September_2020.pdf).

1 Basins, delivers diverted river water through pipelines to offset pumping in the more challenged  
2 areas of the Basins, and pumps and delivers groundwater from areas near the river that are more  
3 easily recharged to offset pumping in areas experiencing more acute overdraft.

4 29. United operates as a water wholesaler and water management district, but it does  
5 not have regulatory authority to control pumping of groundwater within the District. When the  
6 State Water Resources Control Board threatened to adjudicate pumping on the Oxnard Plain  
7 following the drought of the late 1970s, FCGMA was created in 1982 to manage groundwater  
8 resources locally in southern Ventura County, including the Basins. The principal purpose of  
9 FCGMA is to preserve the local water resources for agricultural, municipal, and industrial uses for  
10 the common benefit of all water users by managing overdraft and the intrusion of saline waters.  
11 FCGMA is empowered to regulate pumping within the groundwater basins it manages, but it has  
12 not constructed water projects. Although United and FCGMA have helped limit pumping in the  
13 Basins, overdraft remains a critical problem.

14 **D. SGMA and the Groundwater Adjudication Statute**

15 30. To address the problems of groundwater overdraft, the Legislature adopted SGMA  
16 in 2014 “[t]o provide for the sustainable management of groundwater basins.” Cal. Wat. Code §  
17 10720.1. SGMA requires the creation of one or more local groundwater sustainability agencies  
18 (“**GSAs**”) in each basin designated as medium- or high-priority. The GSAs must then develop and  
19 implement GSPs to manage their groundwater basins to achieve sustainable groundwater  
20 management—defined as management and use of the groundwater in a manner without causing  
21 undesirable results. FCGMA is the operating GSA for the Basins.

22 31. SGMA provides groundwater management tools and authorities to the GSAs,  
23 including powers to require measuring and reporting of groundwater extractions, limiting the  
24 amount of extractions, imposing fees for groundwater management, and enforcing the terms of a  
25 GSP. Importantly, however, SGMA did not change the longstanding framework of groundwater  
26 pumping rights established by California courts. *See* Garner et al., *The Sustainable Groundwater*  
27 *Management Act and the Common Law of Groundwater Rights—Finding a Consistent Path*  
28

1 *Forward for Groundwater Allocation*, 38 UCLA J. Env't L. & Pol'y 163, 166-67, 185-98 (2020).  
2 Specifically, SGMA provides that “nothing in [the Act], or in any groundwater management plan  
3 adopted pursuant to [the Act], determines or alters . . . groundwater rights under common law.”  
4 Cal. Wat. Code § 10720.5(b). Similarly, SGMA affirms that a GSA-implemented limitation on  
5 pumping “shall not be construed to be a final determination of rights to extract groundwater.” *Id.*  
6 § 10726.4(a)(2).

7 32. In 2015, the Legislature enacted an additional statute (the “**Groundwater**  
8 **Adjudication Statute**”) to harmonize the sustainability goals of SGMA with common law water  
9 rights and the traditional role performed by the California courts in managing groundwater basins  
10 through a “physical solution,” a form of judicial remedy in such cases. *See* Cal. Civ. Proc. Code §  
11 830 *et seq.* The Groundwater Adjudication Statute contains numerous procedural rules for cases  
12 of this sort and directs that it shall be applied consistent with the following goals, among others:  
13 (1) protecting water rights consistent with Article X, section 2 of the California Constitution; (2)  
14 conducting comprehensive adjudications in a manner that promotes efficiency, reduces  
15 unnecessary delays, and provides due process; (3) encouraging the compromise and settlement of  
16 comprehensive adjudications; (4) conducting a comprehensive adjudication in a manner that is  
17 consistent with the achievement of groundwater sustainability within the timeframes of SGMA;  
18 and (5) establishing procedures by which courts may conduct comprehensive determinations of all  
19 rights and priorities to groundwater in a basin. *See id.* § 830(b)(1)-(5). The Groundwater  
20 Adjudication statute also: (1) authorizes the court to “determine all groundwater rights of a basin,  
21 whether based on appropriation, overlying right, or other basis of right, and use of storage space in  
22 the basin,” *id.* § 834(a); and (2) provides that “[t]he court shall have the authority and the duty to  
23 impose a physical solution on the parties in a comprehensive adjudication where necessary and  
24 consistent with Article 2 of Section X of the California Constitution... [after considering] any  
25 existing groundwater sustainability plan or program.” *Id.* § 849.

1 **E. All Property Owners that are Statutorily Noticed will be Bound by this Adjudication**  
2 **and Should be Precluded from Late-Entry into the Case Absent a Showing of Cause**  
3 **for Equitable Relief**

4 33. The Groundwater Adjudication Statute requires that every owner of real property in  
5 the Basins be sent notice of this Comprehensive Adjudication by first class mail and be provided a  
6 form answer. Cal. Civ. Proc. Code § 836(d).

7 34. The language and content of the notice is specified in section 836, which requires  
8 that the notice set a deadline for property owners who receive the notice to appear in the  
9 Comprehensive Adjudication. *Id.* § 836(a)(1)(A), (B)(v).

10 35. Serving notice as directed under the statute serves as the summons “otherwise  
11 provided for in civil actions pursuant to section 412.20” and is sufficient for “establishing in rem  
12 jurisdiction and the comprehensive effect of the comprehensive adjudication.” *Id.* § 836(c), (j).

13 36. Once a property owner receives notice under this statute, it is that owner’s duty to  
14 affirmatively and timely appear in the proceedings and comply with the deadlines to provide proof  
15 of their claims. *Id.* § 836(k).

16 37. The judgment rendered in this comprehensive groundwater adjudication will be  
17 binding on all parties to the adjudication *and* all landowners or other persons claiming rights to  
18 extract groundwater in the Basins whose claims have not been exempted and who are deemed to  
19 have received the notice provided in this Comprehensive Adjudication. *Id.* § 851. Accordingly,  
20 landowners who receive notice of this Comprehensive Adjudication but fail to appear by the  
21 deadline identified in the notice will be bound by any judgment rendered in this adjudication. *See*  
22 *id.* §§ 836(a)(1)(B)(v), 836(k), 851.

23 38. Prior to adjudicating all groundwater rights in the Basins as set forth in section 834  
24 of the statute, a definitive set of parties claiming groundwater rights in the Basins must appear in  
25 the action and file their initial disclosures as provided by section 842 to afford the other parties  
26 notice of the party’s claims and supporting facts. Failure to establish such a definitive set of  
27 claimant parties, disclosed claims, and supporting fact will frustrate efforts to settle or otherwise  
28 resolve the Comprehensive Adjudication and cause substantial inefficiencies in discovery and trial

1 in contravention or the statute’s purposes. *See id.* §§ 830(b)(2) (promoting efficiency in  
2 conducting comprehensive adjudications), 830(b)(3) (encouraging compromise and settlement of  
3 comprehensive adjudications). Plaintiffs will therefore move for an order to preclude any person  
4 seeking to enter the case and claim groundwater rights after the deadline by which persons  
5 receiving the notice must appear in the case as prescribed by section 836(a)(1)(A), (B)(v) of the  
6 statute, subject to relief as the Court may deem equitably justified for any such persons.

7 **F. History of Allocation Negotiations**

8 39. OPV Coalition and its growers participated in good faith in FCGMA’s groundwater  
9 management efforts for years. OPV Coalition representatives attended stakeholder workshops and  
10 GMA board meetings, provided comments on drafts of FCGMA’s GSPs, and employed Dr. Steven  
11 Bachman, a hydrogeologist, to participate in FCGMA’s Technical Advisory Group.

12 40. At FCGMA’s request, the OPV Coalition organized stakeholders to negotiate an  
13 allocation plan for the Basin, which culminated in a whitepaper issued in February 2018 (“**OPV**  
14 **Whitepaper**”).

15 41. After three years of negotiation, the OPV Coalition obtained support for the OPV  
16 Whitepaper from approximately 85 percent of the agricultural community as well as most of the  
17 municipal water providers.

18 **G. FCGMA Allocation Ordinance**

19 42. Rather than adopting the widely supported OPV Whitepaper, FCGMA passed an  
20 allocation ordinance in October of 2019 (“**Allocation Ordinance**”) that deviated from the OPV  
21 Whitepaper on several critical issues, including adoption of an allocation methodology based  
22 exclusively on historical use of groundwater during a period many years ago and without any  
23 minimum allocation per acre, and will result in an approach for reducing individual allocations  
24 over time to achieve sustainable management that was inconsistent with the OPV Whitepaper.

25 43. The California Environmental Quality Act, Cal. Pub. Res. Code § 21000 *et seq.*  
26 (“**CEQA**”) requires that any agency taking discretionary action to consider whether the proposed  
27 action will impact the environment. If impacts are found, the agency must prepare a study and  
28

1 determine the appropriate level of CEQA review. Alternatively, the agency can determine that a  
2 proposed discretionary project is exempt from CEQA, either by statute or categorical exemption.

3 44. Section 1.9 of the Allocation Ordinance summarily concludes, without reference to  
4 any other finding, that “[t]his ordinance is exempt from [CEQA] pursuant to Water Code section  
5 107.28.6 and CEQA Guidelines sections 15061(b)(3), 15307 and 15308.” No additional analysis  
6 was included in the staff report. The Allocation Ordinance is infirm under CEQA.

7 45. OPV Coalition objected in writing<sup>3</sup> and in public comments at a public hearing on  
8 the Allocation Ordinance, explaining why the CEQA exemptions cited by FCGMA did not apply.  
9 FCGMA, nonetheless, adopted the Allocation Ordinance.

10 46. Even after enactment of the Allocation Ordinance, Plaintiffs sought to resolve their  
11 concerns through extensive discussion and negotiation with FCGMA. Plaintiffs proposed a tolling  
12 agreement and a facilitation process to which FCGMA agreed. Despite nearly a year of  
13 professionally facilitated negotiation, disagreements remain. This Comprehensive Adjudication is  
14 thus the only path forward to reach an equitable water rights allocation that can assist stakeholders  
15 to prepare reliably for the future and manage the Basin.

16 47. Plaintiffs exhausted all available administrative remedies by participating in  
17 FCGMA’s public processes and submitting timely written and oral comments.

## 18 **H. GSPs**

19 48. FCGMA adopted a GSP for each of the Basins on December 13, 2019.<sup>4</sup>

20 49. These GSPs are deficient in a number of ways. First, the groundwater management  
21 strategies in the GSPs are unsupported by evidence. The critical, undesirable outcome to be  
22 avoided in the Basins is the intrusion of seawater, which renders the groundwater non-potable and  
23 useless for beneficial use. Thus, under SGMA, FCGMA was required to set certain minimum  
24 thresholds and measurable objectives in its GSPs to ensure that seawater intrusion is kept under  
25 control. FCGMA’s approach was to start with the management strategies it intended to use, do  
26 computer modeling based on a handful of scenarios implementing those preferred strategies, and

27 <sup>3</sup> See [https://ventura.granicus.com/MetaViewer.php?view\\_id=45&clip\\_id=5357&meta\\_id=726998](https://ventura.granicus.com/MetaViewer.php?view_id=45&clip_id=5357&meta_id=726998).

28 <sup>4</sup> The GSPs are available in full at <https://fcgma.org/groundwater-sustainability-plan>.

1 then set minimum thresholds and measurable objectives based on its modeling. In so doing,  
2 FCGMA ignored well-known and more reliable empirical methods.

3 50. Second, even under FCGMA’s modeled conditions, its management approach  
4 could not solve the problem of seawater intrusion. At Plaintiffs’ request, hydrogeologist Dr.  
5 Steven Bachman reviewed the GSPs in draft form.<sup>5</sup> His report is attached to Plaintiffs’ public  
6 comments on the draft GSPs.<sup>6</sup> Dr. Bachman’s analysis confirmed that FCGMA’s management  
7 strategies, even under its own model, would result in seawater intrusion into one of the subbasins’  
8 aquifers and loss of freshwater into the ocean from another aquifer. The modeled estimate reveals  
9 that the approach in the GSPs will produce an annual loss (waste) of more than 4,000 acre-feet per  
10 year (“AFY”) of fresh water into the ocean. The intrusion of seawater into the subbasins’ aquifers  
11 and the loss of freshwater into the ocean would reduce the freshwater that pumpers can extract  
12 sustainably—or, in the parlance of SGMA, a lower “sustainable yield.” The loss of sustainable  
13 yield reduces the groundwater available to holders of water rights in the Basins.

14 51. Third, the GSPs set thresholds for seawater intrusion at inland wells rather than  
15 coastal wells, resulting in management criteria not necessary, and not rationally developed, to  
16 avoid undesirable results.

17 52. Fourth, because of the foregoing problems, the GSPs do not set their minimum  
18 thresholds and measurable objectives according to the GSPs’ own criteria. For example, the  
19 Oxnard Plain GSP states that “the measurable objective is the water level at which there is neither  
20 seawater flow into nor freshwater flow out of the” relevant aquifers. But the GSP does not set a  
21 measurable objective that could achieve this result. Because they are not rationally tied to even  
22 the GSP’s own stated objectives, the minimum thresholds and measurable objectives are arbitrary  
23 and capricious.

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26 <sup>5</sup> Despite numerous public comments criticizing the plans, they were adopted as drafted.

27 <sup>6</sup> See September 23, 2019 Comment Letter from O’Melveny & Myers LLP, *available at*  
28 <https://fcgma.org/component/phocadownload/category/74-revised-draft-gsp-for-oxnard-subbasin?download=634:o-melveny-myers-llp-comments>.



1           53.     The FCGMA disregarded comments on the above-described deficiencies and  
2 adopted the GSPs with “minimum thresholds” (as the term is defined in SGMA) that both waste  
3 water in violations of Article X, section 2, and that are modeled to fail in controlling seawater  
4 intrusion. Plaintiffs exhausted all available administrative remedies by participating in FCGMA’s  
5 public processes and submitting timely written and oral comments.

6 **I.     Tolling Agreements and Negotiation Facilitation**

7           54.     Plaintiffs sought to resolve their concerns with the Allocation Ordinance and GSPs  
8 through extensive negotiation with FCGMA. In 2019, Plaintiffs proposed a facilitation process to  
9 which FCGMA agreed. Plaintiffs also entered into a tolling agreement with the FCGMA to toll  
10 the running of statutes of limitations relating to the Allocation Ordinance and GSPs in 2020 while  
11 the facilitation proceeded. Because these professionally facilitated negotiations have not yielded a  
12 resolution, and because FCGMA has declined to continue to extend the applicable tolling  
13 agreements, this lawsuit is the only path forward to an equitable and lawful result.

14 **FIRST CAUSE OF ACTION**

15 **Declaratory Relief Against All Defendants**

16 **(Request for Comprehensive Groundwater Adjudication; .. §§ 830 *et seq.*)**

17           55.     Plaintiffs reallege and incorporate herein, as if set forth in full, each and every  
18 allegation contained in paragraphs 1 through 54 inclusive, of this Complaint.

19           56.     An actual controversy has arisen and now exists between Plaintiffs, on the one  
20 hand, and Defendants, on the other hand: the Basins are in a state of critical overdraft, and are  
21 experiencing seawater intrusion, such that groundwater extraction must be limited and managed.  
22 Plaintiffs contend the allocation system created by FCGMA ordinance is inequitable, harms many  
23 longtime water users (including Plaintiffs), infringes on established property rights, is contrary to  
24 the common law, and does not meet the requirements of the California Constitution and SGMA.  
25 FCGMA and certain Doe Defendants contend otherwise.

26           57.     Plaintiffs desire a judicial declaration, through a comprehensive adjudication, on  
27 the groundwater rights and specific duties of Plaintiffs and Defendants as follows:  
28

- 1 a. Determining the respective rights to the extraction and use of groundwater from the  
2 Basin, and the use of storage space in the Basins pursuant to section 834 of the Code of  
3 Civil Procedure;
- 4 b. Creating a fair and equitable allocation system for groundwater rights in the Basins  
5 that takes into account (1) property rights of overlying users and the priority to be given to  
6 their respective claims; (2) historical use within a *reasonable* historical period; (3)  
7 SGMA’s sustainability mandate; and (4) the California Constitution’s beneficial use  
8 mandate;
- 9 c. Creating a fair and equitable method of allocating the burden of diminishment in  
10 pumping allocations and funding further groundwater replenishment to achieve sustainable  
11 groundwater management; and
- 12 d. Imposing a physical solution on all parties pursuant to Section 849 of the Code of  
13 Civil Procedure.

14 **SECOND CAUSE OF ACTION**

15 **Quiet Title Against All Defendants Except FCGMA**

16 58. Plaintiffs reallege and incorporate herein, as if set forth in full, each and every  
17 allegation contained in paragraphs 1 through 57, inclusive, of this Complaint.

18 59. All Defendants other than FCGMA, including any Doe Defendants, claim  
19 ownership of groundwater rights that are or may be adverse to Plaintiffs’ groundwater rights.  
20 Plaintiffs are informed and believe, and based thereon allege, that Defendants’ adverse claims of  
21 groundwater rights constitute clouds on Plaintiffs’ title to the their properties.

22 60. Plaintiffs, therefore, seek a comprehensive determination of the respective title,  
23 rights, and interests of the parties to extract and use the Basins’ groundwater. *See* Cal. Civ. Proc.  
24 Code § 834.

25 61. Plaintiffs are filing this action under the Comprehensive Groundwater Adjudication  
26 statute. Any claimant who receives notice under this statute and fails to respond by the time  
27 specified in the notice has defaulted, his or her rights may be precluded from participating in the  
28

1 comprehensive adjudication of groundwater rights in this case, and he or she may be bound by the  
2 outcome herein. *See* Cal. Civ. Proc. Code §§ 836(a)(1)(B)(v), 836(k), 851.

3 **THIRD CAUSE OF ACTION**

4 **Writ of Mandate (October 2019 Allocation Ordinance) Against FCGMA**

5 62. Plaintiffs reallege and incorporate herein, as if set forth in full, each and every  
6 allegation contained in paragraphs 1 through 61, inclusive, of this Complaint.

7 63. Plaintiffs seek a writ of mandate pursuant to Code of Civil Procedure section  
8 1085(a) to require FCGMA to vacate, rescind, and set aside the Allocation Ordinance.

9 64. The Allocation Ordinance improperly allocates groundwater in a manner that is not  
10 consistent with applicable common law.

11 65. By enacting the Allocation Ordinance, FCGMA has acted beyond the scope of its  
12 power, authority, and jurisdiction, has abused its discretion, and has violated its duty to follow  
13 California law.

14 66. Plaintiffs have a beneficial interest in ensuring that FCGMA does not seek to  
15 enforce an ordinance that exceeds FCGMA's authority, violates California law, and interferes with  
16 Plaintiffs' property rights, and would be irreparably harmed thereby.

17 67. Plaintiffs have no plain, speedy, and adequate remedy at law other than the relief  
18 sought to determine the merits of its challenge to the Allocation Ordinance.

19 **FOURTH CAUSE OF ACTION**

20 **Writ of Mandate (Groundwater Sustainability Plan—Oxnard Subbasin) Against FCGMA**

21 68. Plaintiffs reallege and incorporate herein, as if set forth in full, each and every  
22 allegation contained in paragraphs 1 through 67, inclusive, of this Complaint.

23 69. Plaintiffs seek a writ of mandate pursuant to Code of Civil Procedure section  
24 1085(a) to require FCGMA to vacate, rescind, and set aside the Oxnard Subbasin GSP.

25 70. Plaintiffs and other parties submitted comments on drafts of the Oxnard Subbasin  
26 GSP, raising the same issues upon which this Petition is based.

1           71.     As FCGMA’s own estimates show, the GSP’s sustainable management criteria  
2 improperly and unnecessarily limit the sustainable yield of the Oxnard Subbasin. FCGMA set the  
3 GSP’s minimum thresholds and measurable objectives by looking directly to the results of  
4 groundwater model runs, rather than first determining, through real-world measurement, what  
5 management criteria the Basin must meet to achieve sustainability. This method is backward;  
6 SGMA requires the GMA to select management criteria to prevent undesirable results.  
7 Additionally, the GSP set thresholds for seawater intrusion at inland wells rather than coastal  
8 wells, resulting in management criteria not necessary, and not rationally developed, to avoid  
9 undesirable results. Because of these fundamental flaws, the GSP does not even meet its own  
10 criteria for what the minimum thresholds and measurable objectives are supposed to accomplish.  
11 For all these reasons, the GSP is arbitrary, capricious, entirely unsupported by evidence, unfair,  
12 and unlawful.

13           72.     The GSP is also unlawful because its violates the constitutional requirement that  
14 water be put to maximum beneficial use and not wasted. *See* Cal. Const., art. X, § 2.

15           73.     The GSP also violates the common law rights of property owners by reducing the  
16 groundwater available to holders of water rights in the Basin in a manner that is unfair, arbitrary,  
17 capricious, and entirely unsupported by evidence. By adopting the Oxnard GSP, FCGMA has  
18 acted beyond the scope of its power, authority, and jurisdiction, has abused its discretion, and has  
19 violated its duty to follow California law.

20           74.     Plaintiffs have a beneficial interest in ensuring that FCGMA does not seek to  
21 enforce a GSP that exceeds FCGMA’s authority, violates California law, and interferes with  
22 Plaintiffs’ property rights, and would be irreparably harmed thereby.

23           75.     Plaintiffs have no plain, speedy, and adequate remedy at law other than the relief  
24 sought to determine the merits of its challenge to the Oxnard GSP.

1 **FIFTH CAUSE OF ACTION**

2 **Writ of Mandate (Groundwater Sustainability Plan—Pleasant Valley) Against FCGMA**

3 76. Plaintiffs reallege and incorporate herein, as if set forth in full, each and every  
4 allegation contained in paragraphs 1 through 75, inclusive, of this Complaint.

5 77. Plaintiffs seek a writ of mandate pursuant to Code of Civil Procedure section  
6 1085(a) to require FCGMA to vacate, rescind, and set aside the Pleasant Valley GSP.

7 78. As with the Oxnard GSP, the Pleasant Valley GSP’s sustainable management  
8 criteria improperly and unnecessarily limit the sustainable yield of the Pleasant Valley Subbasin.  
9 FCGMA set the GSP’s minimum thresholds and measurable objectives by looking directly to the  
10 results of groundwater model runs, rather than first determining, through real-world measurement,  
11 what management criteria the Basin must meet to achieve sustainability. This method is  
12 backward; SGMA requires the GMA to select management criteria to prevent undesirable results.  
13 Because of these fundamental problems, the GSP does not even meet its own criteria for what the  
14 minimum thresholds and measurable objectives are supposed to accomplish. For all these reasons,  
15 the GSP is arbitrary, capricious, entirely unsupported by evidence, unfair, and unlawful.

16 79. The GSP is also unlawful because its violates the constitutional requirement that  
17 water be put to maximum beneficial use and not wasted. *See* Cal. Const., art. X, § 2.

18 80. The GSP also violates the common law rights of property owners by reducing the  
19 groundwater available to holders of water rights in the Basin in a manner that is unfair, arbitrary,  
20 capricious, and entirely unsupported by evidence. By adopting the Pleasant Valley GSP, FCGMA  
21 has acted beyond the scope of its power, authority, and jurisdiction, has abused its discretion, and  
22 has violated its duty to follow California law.

23 81. Plaintiffs have a beneficial interest in ensuring that FCGMA does not seek to  
24 enforce a GSP that exceeds FCGMA’s authority, violates California law, and interferes with  
25 Plaintiffs’ property rights, and would be irreparably harmed thereby.

26 82. Plaintiffs have no plain, speedy, and adequate remedy at law other than the relief  
27 sought to determine the merits of its challenge to the Pleasant Valley GSP.

1 **SIXTH CAUSE OF ACTION**

2 **Violation of California Environmental Quality Act Against FCGMA**

3 83. Plaintiffs reallege and incorporate herein, as if set forth in full, each and every  
4 allegation contained in paragraphs 1 through 82, inclusive, of this Complaint.

5 84. The Allocation Ordinance constitutes a “project” that may have a significant effect  
6 on the environment and thus requires preparation of a legally adequate EIR by Respondents  
7 pursuant to the CEQA. FCGMA violated its legal duty under CEQA, Public Resources Code  
8 sections 21000 *et seq.*, and the CEQA Guidelines, 14 Code of Regulations sections 15000 *et seq.*,  
9 by adopting a categorical exemption without demonstrating, with substantial evidence, that the  
10 Allocation Ordinance constituted an action to assure the maintenance, preservation, or  
11 enhancement of the environment.

12 85. SGMA does not exempt the Allocation Ordinance from CEQA review.

13 86. Plaintiffs have exhausted all available administrative and other remedies regarding  
14 these deficiencies.

15 87. Plaintiffs have no plain, speedy, or adequate remedy at law. Unless the requested  
16 writ of mandate and injunctive relief is granted, Plaintiffs will be irreparably harmed, which  
17 cannot be adequately compensated with money or other legal remedies.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray for judgment as follows:

20 1. For an order adjudicating and fixing the respective rights to the extraction and use  
21 of groundwater from the Basins, and the rights to use of the storage space in the Basins, among all  
22 users of such groundwater and quieting title to all such rights (Cal. Civ. Proc. Code § 834), and for  
23 the imposition of a physical solution on all parties after considering the GSPs (Cal. Civ. Proc.  
24 Code § 849).

25 2. For an order declaring the Allocation Ordinance, Oxnard GSP, and Pleasant Valley  
26 GSP to be invalid.

1           3.       For the issuance of a writ of mandate requiring FCGMA to set aside, vacate, and  
2 rescind the Allocation Ordinance, Oxnard GSP, and Pleasant Valley GSP.

3           4.       For the issuance of a writ of mandate requiring FCGMA to comply with the  
4 requirements of CEQA for the Allocation Ordinance, including preparing an initial study to  
5 identify the appropriate level of environmental review due to the potential and foreseeable  
6 environmental impacts of the Allocation Ordinance.

7           5.       For any and all other relief that the Court deems just and proper.

8  
9 DATED: December 12, 2022

O'MELVENY & MYERS LLP

10  
11 By:



\_\_\_\_\_  
Russell McGlothlin

12 MATT KLINE  
13 RUSSELL MCGLOTHLIN  
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OPV Coalition, et al.

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**VERIFICATION**

I, Gary Arnold, declare:

I am a member of the Steering Committee of Plaintiffs and Petitioners OPV Coalition, a party to this action, and am authorized to make this verification on its behalf. I have read the foregoing FIRST AMENDED VERIFIED COMPLAINT FOR COMPREHENSIVE GROUNDWATER ADJUDICATION OF THE OXNARD GROUNDWATER SUBBASIN (No. 4-004.02) AND PLEASANT VALLEY SUBBASIN (No. 4-006) PURSUANT TO SECTIONS 830, ET SEQ. OF THE CODE OF CIVIL PROCEDURE; DECLARATORY RELIEF; QUIET TITLE; AND PETITION FOR WRITS OF MANDATE and know its contents. I am informed and believe and on that ground allege that the matters stated therein 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 November 23, 2022 at Oxnard, California.

  
\_\_\_\_\_  
Gary Arnold