

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION SIX

CITY OF CAMARILLO,
Petitioner-Defendant,

UNITED WATER CONSERVATION DISTRICT
Petitioner-Defendant Intervenor,

v.

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF SANTA BARBARA,
Respondent,

OPV COALITION,
Plaintiffs and Real Parties in Interest

Petition for Peremptory Writ of Mandate, Prohibition, or Other
Extraordinary Relief; Memorandum of Points and Authorities;
Supporting Exhibits.

From the Superior Court of the State of California
for the County of Santa Barbara,
Case No. VENCI00555357,
Hon. Donna Geck, Judge Presiding, Dept. 4

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Certificate of Interested Entities or Persons

Pursuant to California Rules of Court, rule 8.208, this certificate is being submitted on behalf of Defendant and Petitioner City of Camarillo and Defendant and Petitioner United Water Conservation District. There are no interested parties or entities known to list in this certificate. (Cal. Rules of Court, rule 8.208(e)(3).)

Dated: May 23, 2023

Respectfully submitted,

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Introduction

This case involves a legal question of first impression of statewide importance: whether to interpret the 2015 Comprehensive Groundwater Adjudication Statute as limiting an adjudication under it to a single "basin" as defined in the landmark 2014 Sustainable Groundwater Management Act (SGMA) or to allow any number of basins to be joined together as one, notwithstanding SGMA. Moreover, this case concerns practical issues of regional importance, namely water supplies for three cities, multiple additional public agencies and the United States' Naval Base Ventura County.

Petitioners City of Camarillo ("Camarillo") and United Water Conservation District ("United") (collectively, "Petitioners") bring this petition for writ of mandate to challenge the Superior Court's Order overruling their demurrer and holding that the Adjudication Statute permits a single adjudication to cover multiple groundwater basins. Without direction from the Court of Appeals, Petitioners and numerous other parties will be forced to expend resources in litigation, which will likely last the next 10 years or more, to defend their interests with the looming issue of whether the fundamental *res* – the groundwater basin – was properly defined in the first place. To avoid this problem, Petitioners seek a writ of mandate from this Court directing the Superior Court to apply the Adjudication

Statute as written and to adjudicate each groundwater basin separately and, thus, to sustain Camarillo's demurrer.

Petition

To: the Hon. Arthur Gilbert, Presiding Justice, and the Associate Justices of the Court of Appeal for Division Six of the Second Appellate District of the State of California:

Petitioners City of Camarillo and United Water Conservation District respectfully petition this Court for a writ of mandate and prohibition, or other appropriate relief, directed to the respondent, the Superior Court of the State of California, County of Santa Barbara.

Petitioners allege:

1. Petitioner Camarillo is a municipal corporation that provides water service to the public within its boundaries and operates Camarillo Sanitary District, which provides tertiary wastewater treatment and then delivers the resulting recycled water to farmers. Camarillo is located within the boundaries of the Pleasant Valley groundwater basin, as defined by the Department in its Bulletin 118.
2. Petitioner United is a defendant-intervenor in the underlying action and one of the moving parties in the demurrer to the First Amended Complaint filed by Real Parties in Interest.
3. Respondent superior court of the State of California for the County of Santa Barbara, Department 4, Hon. Donna Geck presiding, is now, and at all times mentioned has been, a duly constituted court exercising judicial functions in connection with the underlying action.

4. The Real Parties in Interest are: (1) plaintiffs in the underlying action, the OPV Coalition and its members, a group of farmers and local landowners with interests in one or both of the two Bulletin 118 groundwater basins that are the subject of the operative complaint, and (2) intervenors Pleasant Valley County Water District ("PVCWD") and Guadalupe Mutual Water Company ("Gaudalasca"), who filed an opposition to the Petitioners' demurrer.

5. The First Amended Complaint is the operative complaint. That complaint alleges two causes of action under the Adjudication Statute. The first seeks a judicial declaration determining all the rights to extract and store groundwater in two separate Bulletin 118 basins; allocating rights and the burden of diminishment among all of the parties in both basins; and imposing a physical solution on all parties to both basins through the judgment pursuant to Section 849 of the Code of Civil Procedure. (Petitioners' Exhibits (hereinafter "PE"), Vol. 1, Ex. 1, ¶ 57, p. 29.) The second seeks "a comprehensive determination of the respective title, rights, and interests of the parties to extract and use the Basins' groundwater. See Cal. Civ. Proc. Code § 834." (*Id.*, ¶¶ 60-61, p. 30.) So far, the parties subject to the operative complaint include, in addition to Camarillo and United, the City of Oxnard, the City of San Buenaventura, Fox Canyon Groundwater Management Agency, Calleguas Municipal

Water District, Camrosa Water District, Port Hueneme Water Agency, Channel Islands Beach Community Services District, Marathon Land Inc., and the United States, for its Naval Base Ventura County. (*Id.*, pp. 13-15 and ¶¶ 11- 22, pp. 19-21.)

6. The prayer for relief requests "an order adjudicating and fixing the respective rights to the extraction and use of groundwater from the Basins, and the rights to use of the storage space in the Basins, among all users of such groundwater and quieting title to all such rights (Cal. Civ. Proc. Code § 834), and for the imposition of a physical solution on all parties after considering the (groundwater sustainability plans adopted under the Sustainable Groundwater Management Act for both basins) (Cal. Civ. Proc. Code § 849)." (PE, Vol. 1, Ex. 1, p. 34.)

7. Camarillo and United filed a joint demurrer to the complaint on January 31, 2023. (PE, Vol. 1, Exh. 3.) The grounds for demurrer were that the complaint failed to allege facts sufficient to state a cause of action, failed to establish a right to the relief requested, and the court lacked jurisdiction because Code of Civil Procedure sections 830, et seq., do not permit the court to adjudicate the rights of parties in two Bulletin 118 groundwater basins as one groundwater basin. (*Id.*, p.72.)

8. Petitioners argued in their demurrer that the court has no jurisdiction to change the statutory boundaries of basin

and that plaintiffs located outside of a basin's boundaries had no standing to adjudicate that basin. (PE, Vol. 1, Exh. 4, pp. 84-86.)

9. Real Parties in Interest OPV Coalition and its members ("plaintiffs") filed their opposition to the demurrer on March 13, 2023. (PE, Vol. 1, Exh. 8, p.143.) The opposition confirmed that plaintiffs were "asking the Court to jointly adjudicate two whole, hydrologically-connected basins." (*Id.*, p.151:23-24.) The opposition argued that multiple groundwater basins could be adjudicated together under the "permissive rules of joinder" and because:

California's Code of Civil Procedure require that the term "basin" in the Adjudication Statute be read in the plural. In all Code of Civil Procedure sections, "(t)he singular number includes the plural and the plural number includes the singular." Cal. Civ. Proc. Code § 17(a).

(*Id.*, p.152.)

10. Intervenors Pleasant Valley County Water District ("PVCWD") and Guadalupe Mutual Water Company ("GMWC") filed an opposition to Petitioners' demurrer taking no position on the interpretation of the Adjudication Statute. (PE, Vol. 2, Exh. 10, pp. 394-395.) Intervenors argued it would be more efficient for them to adjudicate the two basins in a single proceeding, the two basins have historically been managed by the same entity, and historically, prior to the passage of SGMA and the Adjudication

Statute, multiple groundwater basins had been adjudicated together. (*Id.*, pp. 397-398.)

11. In reply, Petitioners argued that interpreting "basin" to mean the plural "basins" would be inconsistent with the applicable law in several ways. First, that interpretation would disregard Code of Civil Procedure section 16, which requires that "technical words and phrases, and such others as have acquired a peculiar and appropriate meaning in law . . . are to be construed according to such peculiar and appropriate meaning or definition." The Legislature specifically defined "basin" in both SGMA and the Adjudication Statute according to the Department's Bulletin 118, so the courts are not free to combine such basins. Second, interpreting "basin" as including plural "basins" would render much of the Adjudication Statute mere surplusage. (PE, Vol. 2, Exh.12, pp. 495-499.) Petitioners contended that the Adjudication Statute could not properly be interpreted as the plaintiffs argued and that individual plaintiffs lacked standing to adjudicate a groundwater basin in which they had no interest. (*Id.*, pp. 501-502)

12. In its tentative ruling, Respondent superior court agreed with OPV Coalition that "basin" means "basins" because the singular includes the plural. Respondent did not cite Code of Civil Procedure section 16. It instead stated:

(t)he plain language of the Groundwater Adjudication Statute does not use the singular "basin" in a

restrictive sense. 'The singular number includes the plural and the plural number includes the singular.' (Code Civ. Proc., § 17, subd. (a); accord, Wat. Code, § 13.) Moreover, the Legislature has instructed that the Groundwater Adjudication Statutes be interpreted, among other things, to conduct "a comprehensive adjudication in a manner that promotes efficiency, reduces unnecessary delays, and provides due process." (Code Civ. Proc., § 830, subd. (b)(2).) It may be that adjudicating two adjacent, potentially hydrogeologically-connected basins may be more efficient than adjudicating the two basins in separate actions.

(PE, Vol. 2, Ex. 16, p. 523.)

13. Respondent reasoned that standing was demonstrated where "at least one plaintiff owns land with associated groundwater rights overlying each of the two Basins." (*Id.*, p. 525.)

14. Petitioners requested oral argument on the tentative ruling and the matter was heard on March 24, 2023. At oral argument, Petitioners sought clarification on whether the tentative ruling meant that Respondent considers the complaint to allege two separate adjudications of two Bulletin 118 basins in one lawsuit. (PE, Vol. 2, Ex. 17, pp. 533:16-534:7.) Respondent disagreed and stated that the Adjudication Statute allows two Bulletin 118 basins to be combined for an adjudication of rights as though they were one basin. (*Id.*, p. 534:8-15.)

15. After the hearing, Respondent adopted the written tentative ruling, modifying only the date by which Petitioners were required to file their answers. (PE, Vol. 2, Ex. 18.) In adopting this ruling, Respondent abused its discretion by committing an error of law, and it violated its duty to apply the law as written.

16. Petitioners have a beneficial interest in the outcome in this writ proceeding because, as defendants in the underlying comprehensive adjudication, they seek to ensure that the rights of defendants to take water from the Bulletin 118 Pleasant Valley Basin are not conflated or combined with, or allocated among, the rights of parties in the separate Bulletin 118 Oxnard Basin to take water from that basin.

17. The exhibits accompanying this writ petition consist of a true and correct copy of the original document or exhibit filed or lodged in the Respondent court, and a certified copy of the reporter's transcript of the March 24, 2023 hearing in Respondent court. The exhibits are incorporated by reference as if fully set forth in this petition. The exhibits are paginated consecutively, and page citations in this petition are to the consecutive pagination.

18. Absent this writ, Petitioners have no plain, speedy and adequate legal remedy. The Order overruling the demurrer is not immediately reviewable and it would require a needless

expenditure of resources if Petitioners were required to litigate the comprehensive adjudication to final judgment before being afforded an opportunity to correct a purely legal error.

19. Writ relief is necessary because the trial court made a purely legal error in overruling the demurrer. (*Coachella Valley Water Dist. v. Superior Court* (2021) 61 Cal.App.5th 755, 766.) Review also is appropriate because the scope of a groundwater adjudication under the Adjudication Statute, is a matter of statutory construction of first impression and is of statewide importance. (*Casterson v. Superior Court* (2002) 101 Cal.App.4th 177, 182; *Regents of University of California v. Superior Court* (2013) 220 Cal.App.4th 549, 558.) The Adjudication Statute – and in particular, its foundational definition of a "basin" – has not yet been interpreted by any appellate court.

20. Without an interpretation of the Adjudication Statute by this Court, the superior court's ruling will generate uncertainty about the scope of the pending comprehensive adjudication, which would present a significant issue in the likely appeal of the court's ultimate judgment years from now. Whether the Adjudication Statute allows a court to conduct one comprehensive adjudication of all rights in multiple groundwater basins that the Department recognizes as separate under SGMA, without seeking a revision to the boundaries of a groundwater basin from the Department, also presents a question of statewide

importance. Interpretation of this relatively new statute will impact not only the litigants in this case, but also the Department's statutorily recognized authority and litigants in future cases brought under the Adjudication Statute.

21. This non-statutory writ petition is being filed within 60 days after service of the written notice of entry of the trial court's order overruling demurrer and within 60 days of the minute order. Moreover, there is no indication that the timing of this writ petition has, or will, prejudice Respondent or any interested parties.

Prayer

Petitioners pray that this Court:

1. Issue a peremptory writ of mandate or other extraordinary relief directing Respondent Superior Court to vacate its order overruling Petitioners' demurrer and to sustain the demurrer without leave to amend;

2. In the alternative, issue an alternative writ of mandate or other extraordinary relief directing Respondent Superior Court to vacate its order overruling the demurrer and to sustain the demurrer without leave to amend or compelling Respondent Superior Court to show cause before this Court, at a time and place specified by this Court's order, why Respondent should not be ordered to do so;

3. On the return of any alternative writ and hearing thereof, or an order to show cause and hearing, issue a peremptory writ of mandate or other extraordinary relief directing Respondent Superior Court to set aside its order overruling demurrer and to sustain the demurrer without leave to amend; and

4. Grant such other or further relief as may be just and proper.

Dated: May 23, 2023

Respectfully submitted,

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By:

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By:



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Verification (City of Camarillo)

I am one of the attorneys for the petitioner City of Camarillo in this matter, and my firm is located in Sacramento County. The petitioner is a public agency located in Ventura County. Pursuant to Code of Civil Procedure section 446, the petition is deemed verified by the public agency by operation of law. Additionally, petitioner is absent from Sacramento County and I am authorized to execute this verification on behalf of the petitioner.

I have read the foregoing petition and know its contents. The facts alleged in the petition not otherwise supported by citations to the record are within my own personal knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification was executed on May 23, 2023 in Sacramento, California.



By:

Holly J. Jacobson

Verification (United Water Conservation District)

I am one of the attorneys for petitioner United Water Conservation District in this matter, and my firm is located in Los Angeles County. United is a public agency located in Ventura County. Pursuant to Code of Civil Procedure section 446, the petition is deemed verified by the public agency by operation of law. Additionally, petitioner is absent from Los Angeles County and I am authorized to execute this verification on behalf of the petitioner.

I have read the foregoing petition and know its contents. The facts alleged in the petition not otherwise supported by citations to the record are within my own personal knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification was executed on May 23, 2023 in Los Angeles, California.

By: 
Brian Wheeler

Memorandum of Points and Authorities

A. Issues Presented

1. Did Respondent err in finding that the general provision of Code of Civil Procedure section 17, that the singular means the plural, overrides the specific definition of "basin" in the subsequently-enacted Adjudication Statute? (Code Civ. Proc., §§ 832, subd. (a), 841 subd. (a).)

2. Did Respondent err in interpreting the Adjudication Statute, Code of Civil Procedure sections 830, et. seq., to authorize a comprehensive adjudication to determine the respective rights to the extraction and use of groundwater and the rights to use of the storage space across any number of groundwater basins without following the statutory procedures for modifying the boundaries of a basin? (Code Civ. Proc., § 841, subd. (b)-(c).)

3. Did Respondent err in holding that, under the Adjudication Statute, any plaintiff has standing to initiate a comprehensive adjudication of all the groundwater rights in a basin even if that plaintiff does not have a legally cognizable interest in that basin?

B. Standard of Review

This writ arises from the decision to overrule a demurrer and presents questions of statutory interpretation. Questions of statutory interpretation and decisions to sustain or overrule a

demurrer are subject to de novo review on appeal. (*LGCY Power, LLC v. Superior Court* (2022) 75 Cal.App.5th 844, 859.) This standard is also appropriate whenever the matter presents a pure question of law. (*Coachella Valley Water Dist. v. Superior Court* (2021) 61 Cal.App.5th 755, 766-767.)

An order that "implicitly or explicitly rests on an erroneous reading of the law" or exceeds the scope of the applicable statute is an abuse of discretion. (See *Williams v. Superior Court* (2017) 3 Cal.5th 531, 540; *Sargon Enterprises, Inc. v. University of Southern California* (2012) 55 Cal.4th 747, 773.) Likewise, Respondent violated a legal duty by failing to apply the law as written and therefore sustain Petitioners' demurrer. (See *Babb v. Superior Court* (1971) 3 Cal.3d 841, 851.)

C. Development of the Adjudication Statute

Historically, groundwater basins were adjudicated on a case-by-case basis without reference to a specific definition or boundaries. (See, e.g., *City of Pasadena v. City of Alhambra* (1949) 33 Cal.2d 908, 921-22 (treating different "units" of the Raymond Basin as the basis for adjudication.); *City of Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 199, 247-51 (defining different "basins" within the overall Upper Los Angeles River Area being adjudicated based on drawdowns of groundwater via pumping.); *Orchard v. Cecil F. White Ranches* (1950) 97 Cal.App.2d 35, 41-44 (discussing conflicting evidence of

geologic barrier to define basin.); *Wright v. Goleta Water Dist.* (1985) 174 Cal.App.3d 74, 79, 89 (discussing conflicting evidence concerning the existence of "sub-basins" within the Goleta basin.) Notwithstanding their many decisions in groundwater cases, the courts have never developed a commonlaw standard that clearly defines a "basin" for purposes of identifying the groundwater source in which the parties hold various interests.

These "commonlaw" adjudications were complicated, onerous, and, often took many years to adjudicate. (See *Antelope Valley Groundwater Cases* (2020) 59 Cal.App.5th 241, 248 (litigation initiated approximately 20 years earlier, encompassing 11 years of trial and efforts to define the boundaries of the applicable groundwater basin.).)

In 2014, however, the Legislature enacted the Sustainable Groundwater Management Act (SGMA), the state's first comprehensive groundwater management statute. In doing so, the Legislature addressed the thorny question of how to define individual groundwater basins by adopting the basin framework developed by the Department in its Bulletin 118 publication. (Wat. Code, § 10721, subd. (c) (defining Bulletin 118 as "(DWR)'s report entitled 'California's Groundwater: Bulletin 118' updated in 2003, as it may be subsequently updated or revised in accordance with Section 12924.".) Water Code section 12924, in turn, directs DWR to "identify the state's groundwater basins on

the basis of geological and hydrological conditions and consideration of political boundary lines whenever practical." (Wat. Code, § 12924, subd. (a).) Under SGMA, the exclusive process to modify basins and their boundaries is through an application to the Department of Water Resources. (Wat. Code, §§ 10722-10722.4.)

In 2015, on the heels of SGMA, the Legislature passed the California Groundwater Adjudication Statute (Adjudication Statute). The Adjudication Statute incorporates SGMA's definition of "basin." (Code Civ. Proc., § 832, subd. (a).) The intentional incorporation of the same definition of "basin" in these two statutes demonstrates how the Adjudication Statute relies upon the same basic unit as SGMA, namely, the groundwater basin as determined by the Department in Bulletin 118.

In addition, and in harmony with SGMA, the Adjudication Statute reserves the authority to change the boundaries of a "basin" subject to an adjudication to the Department. A party seeking a change in basin boundaries must first file a request for the Department to consider the issue. (Code Civ. Proc., § 841, subs. (b), (c).) The Adjudication Statute thus denies a court considering an adjudication under that statute the power to unilaterally modify a basin's boundaries.

SGMA's and the Adjudication Statute's explicit and integrated terms concerning how a "basin" is defined thus make that term a "technical word," and also a word with "a peculiar and appropriate meaning in law" under Code of Civil Procedure section 16. As discussed above, Respondent did not address Code of Civil Procedure section 16 in its ruling and instead favored the more general "the singular includes the plural" standard of Code of Civil Procedure section 17.

D. Argument

1. Respondent Superior Court Erred as a Matter of Law in Finding, Contrary to the Plain Text of the Adjudication Statute, That a Comprehensive Adjudication of a Groundwater "Basin" Can Include Multiple Bulletin 118 Basins.

Respondent's interpretation of the Adjudication Statute must be overturned because it "implicitly or explicitly rest(ed) on an erroneous reading of the law." (Cf. *Williams, supra*, 3 Cal.5th at p. 540.)

The plain text of the Adjudication Statute states that a "comprehensive adjudication" is "an action filed in superior court to comprehensively determine rights to extract groundwater in a basin." (Code Civ. Proc., § 832, subd. (c).) As explained above, "basin" is defined as having the "same meaning" as used in Water Code section 10721, which expressly defines "basin" as "a groundwater basin or subbasin identified and defined in Bulletin

118." (Code Civ. Proc., § 832, subd. (a); Wat. Code, § 10721, subd. (b).) Thus, the plain statutory language uses the singular and limits the scope of the "comprehensive adjudication" to one Bulletin 118 basin. Moreover, SGMA's and the Adjudication Statute's explicit and coordinated definition of "basin" according to Bulletin 118 implicates Code of Civil Procedure section 16's rules for interpreting "technical words" and words with "a peculiar and appropriate meaning in law."

It is undisputed that the Oxnard and Pleasant Valley groundwater basins are separately defined basins under Bulletin 118. (PE, Vol. 1, Ex. 01, ¶¶23-24, pp. 21-22; Vol. 1, Ex. 6, pp. 97-98; Vol. 2, Ex. 18, pp. 544-45.) The comprehensive adjudication of a basin must be conducted separately from other basins. This is necessary so that the comprehensive adjudication does not commingle groundwater rights in one basin with another basin. In other words, a comprehensive adjudication under the Adjudication Statute must respect the Legislature's decision to define Bulletin 118 basins as separate *res* for defining rights under that statute.

Like preceding commonlaw groundwater decisions, the comprehensive adjudication under the Adjudication Statute of all rights among all parties claiming an interest in a groundwater basin is an *in rem* proceeding. (See *Antelope Valley Groundwater Cases, supra*, 62 Cal.App.5th at p. 1059 (where court conducted a

comprehensive adjudication of the groundwater basin under the commonlaw, including *inter se* determination of amounts of water to which each party was entitled, the nature of the proceeding was *in rem*.) "An action or proceeding *in rem* is one that seeks to affect the interests of all persons ("all the world") *in certain property*." (2 Witkin, California Procedure (6th ed., 2021), "Jurisdiction," § 259 (emphasis added).)

The *res* that is adjudicated in a comprehensive groundwater adjudication is the groundwater available in the relevant basin. (See *Antelope Valley*, *supra*, 62 Cal.App.5th at p. 1035 (in "a comprehensive adjudication," "all potential claimants to Basin groundwater have been joined (and) have been provided notice and an opportunity to be heard regarding their respective claim.")) The court's *in rem* jurisdiction allows it to adjudicate all of the water rights *in that water source* even if the owners of those rights do not appear. (*Ibid.*; see, also, *Wood v. Pendola* (1934) 1 Cal.2d 435, 441-442, 443, 444.)

The Adjudication Statute plainly defines the groundwater source – the *res* – that forms the subject of a statutory comprehensive adjudication as the Bulletin 118 basin defined by the Department under the applicable statute. (Code Civ. Proc., § 832, subd. (a); Wat. Code, §§ 10721, subd. (b), 12924.)

The Oxnard Basin and the Pleasant Valley Basin are two separate Bulletin 118 groundwater basins. Each of these

groundwater sources thus constitutes a separate *res* that forms the basis of a separate, *in rem* comprehensive adjudication under the Adjudication Statute.

Respondent superior court erred by finding these two separate *res* could be combined into *one* cause of action for *one* comprehensive adjudication.¹ As a matter of law, this effort to combine two *in rem* proceedings fails because each *res* has different ownership interests, and a usufructuary right to take waters from *one* basin cannot be transmuted into a right to take waters from a *different* basin.

If this error of law is not corrected, Petitioners and the many other parties to this case face a significant risk that any judgment entered in the underlying litigation will be invalid and unenforceable. A judgment in a comprehensive adjudication of a water source must follow the applicable rules of priority that allocate interests in that water source as the *res* at issue. (See *City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, 1246-51 (court cannot disregard water-right priorities in resolving groundwater adjudication).) When a judgment in a comprehensive adjudication fails to meet this standard, it is not enforceable. (See *Cowell v. Armstrong* (1930) 210 Cal. 218, 228-229 (because the rights of the parties were correlative, judgment

¹ The superior court appears "to have confused the nature of the cause of action with the right of joinder." (See 4 Witkin, California Procedure (6th ed. 2021), "Pleading," § 56.)

that lacked proof of the amounts of water being put to beneficial use by the defaulting defendants was too uncertain to be enforceable); *Prather v. Hoberg* (1944) 24 Cal.2d 549, 562 (overturning a judgment entered in an action for apportionment of water rights in a stream among riparian owners because the superior court had failed to determine what portion of defendant's property was riparian); see also *Antelope Valley, supra*, 62 Cal.App.5th at p. 1035 (applying principles developed in comprehensive adjudication of streams under statutory procedure to a comprehensive adjudication of a groundwater basin brought under commonlaw).)

Such adjudications necessarily are complex, but the 2015 Adjudication Statute sought to "streamline" the process. One way in which that statute did so was by providing the courts with a clear definition of the *res* at issue in these adjudications, namely individual Bulletin 118 basins as defined by the Department.

Allowing one cause of action for comprehensive adjudication to encompass two Bulletin 118 basins therefore would contradict SGMA's and the Adjudication Statute's purposes by conflating the rights – and the adjudication of the rights – of the parties in each basin. This is inappropriate because groundwater rights are correlative among overlying landowners to a specific source of groundwater. (See, e.g., *San Bernardino v. Riverside* (1921) 186 Cal. 7, 15.) Combining the

sources would create similar difficulties in identifying the priorities of appropriators, which defines the pumpers who will be curtailed first in times of shortage. (See *Katz v. Walkinshaw* (1903) 141 Cal. 116, 135-136.)

For cases – like this one – brought under the Adjudication Statute, the Legislature defined the *res* at issue as the groundwater available in each separate Bulletin 118 basin. Under that statute, the rights of the owners of property overlying the Bulletin 118 Pleasant Valley Basin are correlative *with each other*, and not with the rights of overlying owners in the Bulletin 118 Oxnard Basin, and vice versa. Code of Civil Procedure section 16 fully supports this result because, as discussed above, the explicit and coordinated definition of "basin" under SGMA and the Adjudication Statute make "basin" a "technical word" and one with "a peculiar and appropriate meaning in law." (Cf. *State Farm General Ins. Co. v. Lara* (2021) 71 Cal.App.5th 148, 172-173.)

Respondent's contrary interpretation of the Adjudication Statute violates fundamental principles of statutory construction. Respondent concluded that the Adjudication Statute "does not use the singular "basin" in a restrictive sense." (PE, Vol. 2, Ex. 18, p. 548.) In reaching this conclusion, Respondent relied on Code of Civil Procedure section 17, which states "the singular

number includes the plural and the plural number includes the singular." (*Id.*)

This interpretation, though, improperly ignores the text of the Adjudication Statute itself and Code of Civil Procedure section 16. The Adjudication Statute limits the application of "(t)he other provisions of this code" – that is, the Code of Civil Procedure – to the extent they conflict with the Adjudication Statute. (Code Civ. Proc., § 830, subd. (c).) As discussed, Code of Civil Procedure section 16 requires technical or defined words to be construed according to their technical or defined meaning. Relying on Code of Civil Procedure section 17, the superior court ignored these rules. In doing so and thus finding that a statutory comprehensive adjudication can allow two Bulletin 118 basins to be amalgamated as a single source of groundwater subject to the parties' competing interests, Respondent superior court erred and left the parties at risk of a judgment that conflates and confuses their rights in what the Legislature has recognized under SGMA and the Adjudication Statute as two separate water sources.

2. Respondent's Misconstruction of the Adjudication Statute Impermissibly Disregards the Explicit Statutory Procedures for Modifying the Area Subject to a Comprehensive Adjudication in Favor of Whatever Boundaries a Plaintiff May Choose.

Respondent's erroneous interpretation of the Adjudication Statute also fails to give effect to the Adjudication Statute's

explicit requirements for how basin boundaries can be modified. As shown above, the scope of a comprehensive adjudication is explicitly limited to the boundaries of a basin as identified in Bulletin 118. The Adjudication Statute does not provide courts discretion to modify those boundaries on their own motion by combining multiple basins. To the contrary, Code of Civil Procedure section 841 provides the exclusive means for adjusting the boundaries of the area subject to a comprehensive adjudication and states that the court can modify the boundaries only if the Department has revised them. (Code Civ. Proc., § 841, subs. (b)-(c).) Absent such action by the Department, "the boundaries of the area subject to a comprehensive adjudication shall be consistent with the boundaries of a basin." (Code Civ. Proc., § 841, subd. (a).)

Respondent acknowledged the limitation in section 841 but concluded that it is:

most reasonably understood as a requirement of the judgment providing the comprehensive adjudication. Nothing in the text of section 841 suggests that separate adjudications of adjacent basins, each within the Bulletin 118 boundaries of its own basin, would be precluded as part of the complete judgment in this, or any other action.

(PE, Vol. 2, Ex. 18, p. 548.)

Here, though, the problem is that the operative complaint does not present "separate adjudications of adjacent basins."

Rather, the complaint pleads one cause of action for one comprehensive adjudication of two Bulletin 118 basins, with a declaration of all rights as though the two constitute one basin and thus a single groundwater *res*. (PE, Vol. 2, Ex. 18, p. 543-544; PE, Vol. 2, Ex. 17, p. at 534: 9-15.) Respondent's interpretation of the Adjudication Statute effectively permits it to expand "the area subject to a comprehensive adjudication" to include both the Oxnard and Pleasant Valley Basins. This interpretation conflicts with standard rules of statutory interpretation because it renders the text of section 841 "mere surplusage." (Cf. *City of San Jose v. Superior Court* (1993) 5 Cal.4th 47, 55 (courts "ordinarily reject interpretations that render particular terms of a statute mere surplusage, instead giving every word some significance."); *Millview Cty. Water Dist. v. State Water Res. Control Bd.* (2019) 32 Cal.App.5th 585, 597.)

Respondent further erred by misinterpreting the demurrer to present the question of whether the court has jurisdiction "to adjudicate two basins in the same action." (PE, Vol. 2, Ex. 18, p. 546.) Respondent then concluded that the Adjudication Statute "provides no language that addresses joinder of the adjudication action with other causes of action." (*Id.*, p. 548.) The analysis of joinder and pursuit of multiple legal theories in one lawsuit misses the mark. The demurrer did not challenge the ability to join other claims, such as a petition for writ of mandate, to a

cause of action for a comprehensive adjudication and bring both claims in one lawsuit. (PE, Vol. 1, Ex. 4; PE, Vol. 2, Exh. 12.)

Nor did the demurrer question whether two separate *comprehensive adjudications*, as defined in statute, may proceed as two different causes of action in *one lawsuit*, if those causes of action separately identify the parties in each basin and respect the basins' boundaries as set by the Department. In other words, the demurrer did not address the question of whether two separate groundwater *res* – two separate Bulletin 118 basins – can be adjudicated *separately* in a single lawsuit. As intervenors PVCWD and Guadalupe asserted in their papers (See PE, Vol. 2, Exh. 10, p.398-399), there may be efficiencies to be gained by doing so.

That, however, is not this case. As the complaint explicitly states, and Respondent's statements during oral argument indicated, this lawsuit seeks to adjudicate two Bulletin 118 basins as if they are one *res*. (PE, Vol. 2, Exh. 1; Vol. 2, Exh. 17.) In essence, the superior court's ruling allowed the plaintiffs to define the relevant "basin" however they chose. Plaintiffs based their attempt to adjudicate the separate Bulletin 118 Pleasant Valley and Oxnard Basins together on their allegation that the two basins are "hydrologically connected." (PE, Vol. 1, ¶25 p.22; Vol. 1, Exh. 8, p. 151:23-24.) In their opposition to the demurrer, they freely admitted that other Bulletin 118 basins are also

"hydrologically connected," such as the Las Posas basin that is presently being adjudicated in Department 3 of the respondent superior court. (PE, Vol. 1, Exh. 8 pp. 152-153.)

Real Parties in Interest, however, simply dismissed this inconvenient fact by stating that it is "of no moment," and Respondent apparently agreed. (*Id.*, fn. 1.) The effect of this interpretation of the statute, though, would be to create a "rule" with essentially no bounds at all. Any plaintiff could choose to adjudicate the groundwater in whatever area he or she likes simply by alleging that it is "hydrologically connected."

Moreover, the plaintiffs' position fails to give effect to all of the pertinent language of the Adjudication Statute and the Water Code section that it incorporates, Water Code section 12924. The Adjudication Statute expressly incorporates this section of the Water Code, which requires the Department, in considering how to define a basin, to "identify the state's groundwater basins on the basis of geological and hydrological conditions and consideration of political boundary lines whenever practical." SGMA and the Adjudication Statute necessarily incorporate *all of Water Code section 12924's factors* by relying on the Department's Bulletin 118 to define the critical term "basin." (Wat. Code, § 12924; see also Code Civ. Proc., § 832, subd. (a) (incorporating SGMA's definition of "basin"); Wat. Code, § 10721, subd. (b) (SGMA: "basin" defined by Bulletin 118).) The reliance

of the Real Parties in Interest and the Respondent court on plaintiffs' "hydrological connection" allegations necessarily ignored all of these express statutory terms.

Petitioners' demurrer challenged plaintiffs' basic attempt to amalgamate their chosen two Bulletin 118 basins as a single groundwater source through their allegations that the two basins are "hydrologically connected." Camarillo holds rights in the Pleasant Valley Basin. It would be error to subject it to a determination under the Adjudication Statute that its rights are somehow junior to another party's right in what is a neighboring, but separate, Bulletin 118 basin under that statute and under SGMA. Yet if the writ is not granted and the comprehensive adjudication is permitted to proceed with both the Pleasant Valley Basin and the Oxnard Basin being jointly adjudicated as one, impermissible results such as this may occur – and this Court likely will have to sort out the resulting problems on appeal from an invalid judgment entered many years from now.

3. Respondent Erred in Construing the Adjudication Statute to Confer Standing Such That Any Person or Entity Can Bring a Comprehensive Adjudication Even if They Do Not Claim an Interest in That Basin.

Respondent's erroneous finding that a comprehensive adjudication brought under the Adjudication Statute can encompass two Bulletin 118 basins infected its ruling on standing.

Petitioners demurred to the two causes of action invoking the Adjudication Statute in the complaint on the ground that plaintiffs overlying one basin do not have standing to adjudicate the other basin. (PE, Vol. 1, Exh. 4 pp. 89-90.) "Standing' derives from the principle that '(e)very action must be prosecuted in the name of the real party in interest" (*City of Santa Monica v. Stewart* (2005) 126 Cal.App.4th 43, 59; see also Code Civ. Proc., § 367.) The real party in interest "is the person who possesses the right to sue under the substantive law involved." (*City of Brentwood v. Campbell* (2015) 237 Cal.App.4th 488, 504; *Cohen v. TNP 2008 Participating Notes Program, LLC* (2019) 31 Cal.App.5th 840, 855-856 (real party in interest "stands to be benefited or injured by a judgment in the action); *Turner v. Seterus, Inc.* (2018) 27 Cal.App.5th 516, 525 (same).) A plaintiff generally must assert his own legal rights and interests and cannot rest his claim to relief on the legal rights or interests of others. (*Airline Pilots Assn. Internat. v. United Airlines, Inc.* (2014) 223 Cal.App.4th 706, 726.)

Here, the substantive law involved is the Adjudication Statute, which authorizes a "comprehensive adjudication" for the purpose of "comprehensively determin(ing) rights to extract groundwater in *a basin*" – a singular basin. (Code Civ. Proc., § 832, subd. (c) (emphasis added).) Thus, under the substantive

law, parties who claim "rights to extract groundwater in a basin" have standing.

The Adjudication Statute's explicit test thus declares that ownership of an interest in a particular basin is necessary for standing to intervene in an adjudication. As indicated above, rights to extract groundwater from a basin may be classified overlying, appropriative, or prescriptive. (*City of Barstow, supra*, 23 Cal.4th at p. 1240 (discussing overlying rights); *City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 278–279 (discussing appropriative and prescriptive rights).) Consistent with these three types of legally recognized interests in groundwater, the intervention standard set forth in Section 837 of the Adjudication Statute authorizes mandatory intervention whenever the intervenor "demonstrates . . . fee simple ownership in a parcel in the basin," which corresponds to an overlying right, or shows that he "extracts or stores water in the basin," which corresponds to an appropriative or prescriptive right.

As shown above, the Adjudication Statute limits the scope of a comprehensive adjudication to one Bulletin 118 basin. Under that statute, the overlying, appropriative, and prescriptive rights are all associated with a specific *res*, i.e., the groundwater in the relevant Bulletin 118 basin. Rights to extract water from one basin are not interchangeable with rights in another basin.

By misreading the Adjudication Statute to permit the amalgamation of two basins into one adjudication, Respondent incorrectly combined the legal rights and interests of the Oxnard Basin plaintiffs with the Pleasant Valley Basin plaintiffs. While a plaintiff may hold overlying, appropriative or prescriptive rights in the Oxnard Basin, that does not entitle him to any claim to extract water from the Pleasant Valley Basin. By finding otherwise, Respondent erred.

4. Writ Review is Necessary and Appropriate to Avoid a Lengthy Adjudication That Exceeds the Statutorily Authorized Scope of Proceedings.

A petition for writ of mandate from the Court of Appeal is appropriate where, as here, the aggrieved party has no right of direct appeal from the superior court's adverse ruling and otherwise would be compelled to go through a trial and appeal from a final judgment. (*Fogarty v. Superior Court* (1981) 117 Cal.App.3d 316, 320.) When the superior court has improperly overruled a demurrer, a petition for writ of mandate may be submitted to the reviewing court. (*Fair Emp't & Hous. Com. v. Superior Court* (2004) 115 Cal.App.4th 629, 633.)

Without immediate review, Petitioners would be forced to defend themselves in litigation that exceeds the scope of Adjudication Statute, resulting in a needless and likely significant expenditure of public funds. (*Fair Emp't & Housing Comm'n, supra*, 115 Cal.App.4th at p. 633.) It would be

inefficient and prejudicial for this Court to defer ruling on the fundamental issue of first impression that this case presents. Prior groundwater adjudications suggest it could take 10 or more years for the parties to litigate this matter to final judgment in the superior court. If this Court declines to consider this writ, then the foundational issue of how to define the "basin" under the Adjudication Statute would loom through all of those years and the Court likely would have to consider the issue in an appeal from the final judgment.

A decision on the interpretation of "basin" is therefore necessary to provide guidance to the parties on the statutory construction and avoid potentially years of unnecessary and inappropriate trial proceedings, with potentially years more following any successful appeal. and an appeal of an unenforceable judgment. Since more adjudications may be brought as SMGA is implemented throughout the state, appellate guidance on the interpretation of the statute would be very helpful at this early juncture.

Therefore, Petitioners respectfully request that this Court grant their Petition and reconsider the superior court's interpretation of the Adjudication Statute and the scope of the comprehensive adjudication it authorizes.

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E. Conclusion

For all the reasons set forth above, Petitioners City of Camarillo and United Water Conservation District respectfully requests that the Court grant the petition for writ of mandate and prohibition.

Dated: May 23, 2023

Respectfully submitted,
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Certificate of Compliance

Pursuant to California Rules of Court, Rule 8.204(c), I certify that the 46 pages that constitute the City of Camarillo's petition for writ of mandate contain 6,712 words (including footnotes but not caption page or tables), and that the brief uses typeface that is proportionally spaced and uses a 13-point typestyle consistent with the Rules of this Court.

Dated: May 23, 2023

Respectfully submitted,

BARTKIEWICZ, KRONICK
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By:

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DECLARATION OF SERVICE

I declare that I am over the age of eighteen years and not a party to this action. I am employed in the City and County of Sacramento and my business address is 1011 22nd Street, Sacramento, California 95816.

On May 23, 2023, at Sacramento, California, I served the document(s) listed below:

- 1) PETITION FOR PEREMPTORY WRIT OF MANDATE, PROHIBITION, OR OTHER EXTRAORDINARY RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES; SUPPORTING EXHIBITS
- 2) EXHIBITS TO PETITION FOR PEREMPTORY WRIT OF MANDATE, VOLUME 1 OF 2, EXHS. 1-8, PP. 001-167
- 3) EXHIBITS TO PETITION FOR PEREMPTORY WRIT OF MANDATE, VOLUME 2 OF 2, EXHS. 9-18, PP. 168-555

X BY OVERNIGHT DELIVERY: On the date written above, I transmitted the above documents to a third-party vendor to provide the same via overnight delivery to the following address:

Hon. Donna Geck Superior Court of the State of California Santa Barbara County Anacapa Courthouse 1100 Anacapa St., Dept No. 4 Santa Barbara, CA 93121	
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X BY ELECTRONIC SERVICE: Pursuant to Cal. Code Civ. Proc. § 839, on the date written above, I electronically served a copy of the attached documents listed above, on the following parties, to the email addresses shown below:

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I declare under penalty of perjury under the laws of California that the foregoing is true and correct and that this document was executed on May 23, 2023, at Sacramento, CA

Cheryl Collier