



1 **MUSICK, PEELER & GARRETT LLP**

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

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

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

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SAN FRANCISCO**

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

17 Petitioner,

18 vs.

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

24 Respondents.

25 CITY OF SAN BUENAVENTURA, a
26 California municipal corporation

27 Cross-Complainant

28 vs.

DUNCAN ABBOTT, an individual, et al.

Cross-Defendants.

CASE No. 19STCP01176

[Assigned to Hon. William F Highberger]

**OJAI VALLEY SCHOOL’S INITIAL
DISCLOSURE PURSUANT TO
CALIFORNIA CODE OF CIVIL
PROCEDURE SECTION 842**

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

1 Cross-Defendant Ojai Valley School (“OVS”) provides its Initial Disclosure pursuant to
2 California Code of Civil Procedure section 842 as follows:

3 **DISCLOSURE NO. 1:**

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

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

7 Ojai Valley School,
8 723 El Paseo Road
9 Ojai, CA 93023
10 Tel: (805) 640-2575

11 Attorney:
12 Gregory J. Patterson
13 Musick, Peeler & Garrett LLP
14 2801 Townsgate Road, Suite 200
15 Westlake Village, CA 91361
16 Tel: (805) 418-3103

17 **DISCLOSURE NO. 2:**

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

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

22 OVS measurements only go back as far as Q2 2014 when the well was installed and placed
23 into operation.

| Year | Annual Use |
|------|------------------|
| 2014 | 452,680 gallons |
| 2015 | Gap in reporting |
| 2016 | 553,240 gallons |
| 2017 | 280,700 gallons |
| 2018 | 187,160 gallons |
| 2019 | 135,680 gallons |
| 2020 | 111,380 gallons |

1 **DISCLOSURE NO. 3:**

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

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

4 Overlying water rights.

5 **DISCLOSURE NO. 4:**

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

7 **RESPONSE TO DISCLOSURE NO. 4:**

8 OVS uses the limited water extracted from its well to water its equestrian arena and its
9 play field.

10 **DISCLOSURE NO. 5:**

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

13 **RESPONSE TO DISCLOSURE NO. 5:**

14 The OVS well is located at 723 El Paseo Road, Ojai, California 93023. APN: 020-0-160-
15 010.

16 **DISCLOSURE NO. 6:**

17 The area in which the groundwater has been used.

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

19 OVS uses the limited water extracted from its well to water its equestrian arena and its
20 play field. The well is designated as a "domestic" well.

21 **DISCLOSURE NO. 7:**

22 Any claims for increased or future use of groundwater.

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

24 There currently are no plans for increased or future use of the groundwater. OVS may
25 seek to increase groundwater use to address improvements or additions in the future.

26 **DISCLOSURE NO. 8:**

27 The quantity of any beneficial use of any alternative water use that the party claims as its
28 use of groundwater under any applicable law, including, but not limited to, Section 1005.1,

1 1005.2, or 1005.4 of the Water Code.

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

3 None.

4 **DISCLOSURE NO. 9:**

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

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

8 None.

9 **DISCLOSURE NO. 10:**

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

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

16 None.

17 **DISCLOSURE NO. 11:**

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

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

21 Robert Cendejas, 723 El Paseo Road, Ojai, California 93023, (805) 640-2575,
22 RCendejas@ovs.org.

23 **DISCLOSURE NO. 12:**

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

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

26 OVS re-engineered its equestrian arena to reduce its water consumption by approximately
27 fifty (50%) percent in 2017-2018.

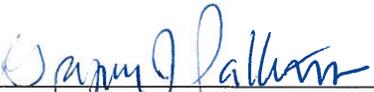
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1 OVS makes this Initial Disclosure based on the information currently available to it. OVS
2 will amend this disclosure, if necessary, consistent with California Code of Civil Procedure
3 section 842(d) (1-3).

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

6
7 DATED: June 4, 2021

MUSICK, PEELER & GARRETT LLP

8
9 By: 
10 Gregory J. Patterson
11 Attorneys for The Thacher School; Friend's
12 Ranches, Inc.; Topa Ranch & Nursery, LLC;
13 Finch Farms, LLC; Red Mountain Land &
14 Farming, LLC; Thacher Creek Citrus, LLC; The
15 Finch Family Trust; James P. Finch; Sharon H.
16 Booth, Trustee of The Survivor's Trust Created
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19 Robert Hamm; Ojai Oil Company; Ojai Valley
20 School; Reeves Orchard, LLC and Ojai Valley Inn
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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF VENTURA

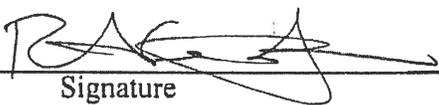
I have read the foregoing **OJAI VALLEY SCHOOL'S INITIAL DISCLOSURE** and know its contents.

I, Robert Cendejas, as Business Manager of OJAI VALLEY SCHOOL, am authorized to make this verification on behalf of all OJAI VALLEY SCHOOL. I am informed and believe, and on that ground allege, that the matters stated in the foregoing document are true.

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

Executed on June 4, 2021 at Ojai, California.

Robert Cendejas
Print Name of Signatory


Signature