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CASITAS MUNICIPAL WATER DISTRICT a California
7 special district

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES, DISTRICT

10 SANTA BARBARA CHANNELKEEPER, a
California non-profit corporation,
11
12 Petitioner,

13 vs.

14 STATE WATER RESOURCES CONTROL
BOARD, a California State Agency;
15 CITY OF SAN BUENA VENTURA, a
California municipal corporation, incorrectly
named as CITY OF BUENA VENTURA,
16
17 Respondents.

Case No. 19STCP01176

Judge: Hon. William F. Highberger
Dept: 10

**CASITAS MUNICIPAL WATER
DISTRICT'S REPLY TO
CHANNELKEEPER'S RESPONSE TO
CITY OF SAN BUENAVENTURA'S
MOTION FOR INTERIM ORDER
PENDING A PHYSICAL SOLUTION**
*[Filed concurrently with Declaration of Casitas
Fisheries Biologist Scott Lewis]*

Date Action Filed: September 19, 2014
Trial Date: Not Set

18 CITY OF SAN BUENA VENTURA, a
California municipal corporation,
19
20 Cross-Complainant,

21 vs.

22 DUNCAN ABBOTT, et al.,
23
24 Cross-Defendant.

Date: January 14, 2025
Time: 9:00 am
Dept: 10

1 Cross-Defendant Casitas Municipal Water District (“Casitas”) respectfully submits this
2 reply to non-party¹ Santa Barbara Channelkeeper’s (“SBCK”) Response to the City of Ventura’s
3 Motion for the Court to approve a Stipulated Interim Order Pending a Physical Solution²
4 (“Motion”).

5 **I. REPLY**

6 Casitas Municipal Water District (“Casitas”), a Stipulating Party and regional water
7 supplier for most of the Ventura River Watershed (“VRW”), writes separately to respond to what
8 it contends are legally unsupported and improper assertions made by non-party SBCK in its
9 “Response” filed December 30, 2024.

10 A. **SBCK’s Demand that the Court Order the Inclusion of a Non-Party In a**
11 **Voluntary Mediation Is Legally Meritless And Unprecedented**

12 The City of Ventura (“Ventura”) does a good job of summarizing the problems with
13 SBCK’s Response, and Casitas agrees with Ventura that because no party has objected to the
14 Court’s approval of the Interim Order, there is no basis for denying Ventura’s Motion. That
15 stated, the demands non-party SBCK makes in its Response, even if not technically an
16 “Opposition,” are improper (as explained below) and should be disregarded by the Court.

17 Casitas is concerned that SBCK remains on the sidelines as a non-party, arguably not
18 subject to the orders of this Court in the Cross-Complaint, while nevertheless making
19 unreasonable demands of the Court and the Stipulating Parties. SBCK does so with regard to the
20 ongoing mediation and efforts to develop a permanent physical solution, a permanent physical
21 solution that has the potential to resolve the Cross Complaint while balancing the demands on the
22 waters of the VRW from consumptive and non-consumptive uses alike. SBCK is well aware of
23

24 ¹ SBCK is not a party to the Cross Complaint in this matter, and SBCK has made no effort to
25 intervene. As correctly noted by the City of Ventura in its Reply, which Casitas joins, SBCK is
26 limited in the Cross Complaint to commenting on any draft physical solution submitted by one or
27 more parties to the Court for approval. No physical solution has yet been submitted to the Court
28 for approval. The Interim Order does not approve a permanent physical solution. It simply seeks
to put in place interim measures to protect the watershed while the parties continue to develop and
finalize a permanent physical solution that can be submitted to the Court at a future date.

² Ventura’s Motion to approve an Interim Order (hereinafter “Interim Order”) was stipulated to
by certain Watershed Parties that are currently in mediation, and the State of California (“State”),
who are collectively referenced herein as the “Stipulating Parties.”

1 Casitas’ (and other parties) expressed concerns about SBCK’s half in, half out, continued
2 participation in this case notwithstanding SBCK’s non-party status and prior settlement with
3 Ventura that significantly limits its authorized participation in the Cross-Complaint. Despite this
4 ongoing legal deficiency—making demands of the Court while simultaneously placing itself
5 outside of the Court’s reach in the Cross Complaint—SBCK goes even further in its Response,
6 demanding the Court take the unprecedented step of dictating how private parties conduct a
7 private mediation during the pendency of the Interim Order. Specifically, SBCK seeks an order
8 requiring the Stipulating Parties to authorize SBCK to attend every scheduled mediation session
9 (which are funded by the Mediating Parties), thereby eliminating the voluntary nature of the
10 mediation the Stipulating Parties are currently funding and potentially delaying or preventing
11 settlement through the forced participation in private negotiations that SBCK seeks.

12 Casitas is aware of no legal authority that would allow the Court to accept SBCK’s
13 demand, and indeed doing so would appear to conflict with the very purpose of private
14 mediation—*voluntary* negotiations between *parties* to an ongoing dispute via the use of a third
15 party neutral. (See *Jeld-Wen, Inc. v. Superior Court* (2007) 146 Cal. App. 4th 536, 540-543
16 [“The essence of mediation is its voluntariness and we reject the suggestion that trial courts
17 presiding over complex cases have the inherent authority to force a party to attend and pay for
18 mediation over the party's express objection.”]; see also Cal. Prac. Guide Alt. Disp. Res. Ch. 3(I)-
19 A §3:14 [“The initial decision to attempt mediation and any subsequent decision to continue the
20 process is completely up to the participants. No one can be forced to take part, and a party can
21 withdraw if the party becomes dissatisfied at any point in the proceedings.”].) Casitas is unaware
22 of any instance where a trial court has ordered parties to a private mediation to allow another party
23 into on-demand mediated negotiation sessions over the objection of other parties. Making such an
24 order, as requested by SBCK, would create the very same problem that troubled the *Jeld-Wen*
25 court—parties forced, by court order, to mediate with other parties (or non-parties in this instance)
26 against their will, arguably rendering the mediation process involuntary and depriving the current
27 mediating parties of self-determination and the ability to resolve their own dispute out of court.
28 (See *Jeld-Wen*, 146 Cal. App. 4th at p. 540 [“Essential to the mediation process is the concept that

1 the parties are in control of resolving their own dispute... Voluntary participation and self-
2 determination are fundamental principles of mediation”]; Cal Rules of Court, Rule 3.853 [“A
3 mediator must conduct the mediation in a manner that supports the principles of voluntary
4 participation and self-determination by the parties. For this purpose a mediator must . . .(r)espect
5 the right of each participant to decide the extent of his or her participation in the mediation.”].)

6 Casitas objects to SBCK’s demand as Casitas understands it is improper and will make it less
7 likely the mediating parties can develop a permanent physical solution for the Court to consider.

8 There is potentially a role for SBCK to play in the mediation process,³ but SBCK cannot
9 dictate to the other mediating parties, via SBCK’s request for court order in a “non-opposition”,
10 what that role should be. Ventura in its Reply has suggested a reasonable approach to interface
11 with SBCK during the pendency of the Interim Order, a monthly meeting between Ventura and
12 SBCK (and other parties that may wish to join), that ensures SBCK has opportunity to stay abreast
13 of the progress of the mediation and also to raise any concerns SBCK may have with the
14 implementation of the Interim Order. Similarly, Mediator Ceppos has made himself available to
15 SBCK repeatedly.

16 SBCK’s demand for “a requirement that Channelkeeper be included in the scheduled
17 mediation sessions” is improper, and objectionable, and it should be disregarded.

18 B. **SBCK’s Demand for Authority to Move to Prematurely End the Stay Is**
19 **Improper Since SBCK Is Not a Party to the Cross Complaint and Granting**
20 **this Authority Would Fall Outside of SBCK’s Settlement with Ventura**

21 As correctly noted by Ventura in its Reply, section 19 of the Interim Order provides that
22 the Interim Order only binds parties who have stipulated to the Interim Order. It does not waive or
23 otherwise modify the rights of non-signatories. Whatever rights non-party SBCK may have with
24 regard to the Interim Order—and Casitas contends that those rights are, at most, limited to those
25 rights granted SBCK in its settlement agreement with Ventura—those rights are not impacted or
26

27 ³ Indeed, given that SBCK retains the right to challenge any permanent physical solution
28 ultimately submitted to the Court for approval (though not to challenge the entry of the Interim
Order), it is in the interest of the mediating parties to engage with SBCK and seek, where feasible,
to address concerns SBCK may have.

1 otherwise limited by the Interim Order because SBCK is not a stipulating party to the Interim
2 Order. Thus, SBCK’s request that the court confirm “that any party, and not only the Stipulating
3 Parties, may move to lift the stay for good cause upon 14 days-notice” is improper, unnecessary,
4 and inconsistent with SBCK’s contractually limited role⁴ in the Cross Complaint.

5 C. **SBCK Implies, Misleadingly, that No Flows Are Left in the VRW to Benefit**
6 **Steelhead**

7 Throughout SBCK’s recent efforts to insert itself into a case in which it is not a party, is a
8 persistent false narrative—that nobody in the VRW, other than SBCK, is doing anything to bring
9 about recovery of Steelhead. As but one example, at the top of page 5 of its Response, SBCK
10 makes the following misleading assertion:

11 *“To the extent that after 2 years of negotiations the “Counter-Offer” fails to include*
12 *restrictions on pumping and diversions to improve instream flow in the Ventura River, meaningful*
13 *progress towards a mediated physical solution is impossible.”⁵*

14 In addition to ignoring the flows that Ventura has agreed to bypass at Foster Park to benefit
15 Steelhead, this assertion omits the massive amount of water that Casitas annually bypasses at the
16 Robles Facility to benefit Steelhead. As detailed in Exhibit C to the Interim Order, Casitas
17 bypasses between 20 and 171 cfs at the Robles Diversion at all times—preventing Casitas from
18 diverting any water at the Robles Facility during drier years. This is a massive amount of water
19 that Casitas is annually prevented from diverting to Lake Casitas. (See Stipulation for Proposed
20 Interim Order, Exhibit C, at p.2.) Casitas has agreed to continue this extensive, meaningful and
21 expensive bypass at the Robles Facility during the pendency of the Interim Order. (See Interim
22 Order, ¶9.) SBCK’s Response entirely ignores this reality—and the extensive efforts some of the
23 Watershed Parties are already taking to recover Steelhead in the VRW.

24
25

26 _____
27 ⁴ As Ojai correctly observes in its Reply, Section 1.5 of SBCK’s settlement agreement with
28 Ventura precludes SBCK from seeking additional interim relief pertaining to flows in the VRW.
⁵ Similarly, SBCK asserts in its Conclusion on page 5 of its Response: “The Stipulated Order
commits the Moving Parties to little, and may provide a vehicle for continued delay (ten years and
counting) in making difficult decisions by the Consumptive Users and the State.”

1 D. **SBCK’s Assertions Regarding Casitas’ Commitment to Ensure .5 CFS in San**
2 **Antonio Creek Are Misleading and Not Based Upon Admissible Evidence**

3 Casitas disagrees with SBCK’s misleading assertion on page 4 of its Response, wherein
4 SBCK states: “The proposed flow protocol for San Antonio Creek is less meaningful. Casitas
5 proposes a minimum flow in San Antonio Creek of 0.5 cfs—a flow barely sufficient to wet the
6 streambed, let alone to support Steelhead. And even this limited flow is contingent on “regulatory
7 approval.” This assertion is misleading for several reasons. First, not only is the assertion wrong,
8 as demonstrated by the declaration of Casitas Fisheries’ biologist Scott Lewis, enclosed herewith,
9 SBCK submitted no evidence, at all, to support the assertion. The opinions of SBCK’s attorney
10 are not evidence. Second, SBCK ignores that Casitas cannot simply discharge water into San
11 Antonio Creek (“SAC”) without applicable regulatory approvals. Casitas cannot manufacture
12 water from thin air. When it is not raining, “new” water has to come from somewhere other than
13 SAC itself—either from groundwater or stored surface water, in order for Casitas to discharge it.
14 (Lewis Decl. ¶5.) Discharging water from either groundwater wells or Lake Casitas to SAC,
15 which Casitas has committed to do in the Interim Order, will likely require, among other
16 approvals, a discharge permit (or waiver of same) from the Los Angeles Regional Water Quality
17 Control Board (“Regional Board”). (*See generally* CA Water Code § 3260(a) [requiring persons
18 discharging waste/pollutants that could affect water quality to file a report of waste discharge with
19 Regional Board].) The requirement to obtain “regulatory approvals” in the Interim Order is
20 simply an acknowledgement that Casitas must follow the law prior to discharging water into SAC.
21 Third, SBCK appears to misunderstand the nature and purpose of the .5 CFS augmentation flows
22 that Casitas has committed to maintain in SAC. Casitas has been monitoring and sampling SAC
23 and other points within the VRW for Steelhead for decades. During this period, Casitas has
24 observed that SAC naturally goes dry in stretches during extended dry periods. (*Id.* at ¶¶ 4-6.⁶)
25 Mr. Lewis, an expert fisheries biologist with nineteen years of VRW Steelhead-specific research
26 involving the design, implementation, analysis, and interpretation, has documented that Steelhead

27
28 ⁶ *See also* Declaration of Jordan Kear enclosed with the Reply of the City of Ojai (noting that SAC naturally goes drying during extended dry periods).

1 abundance was significantly reduced in SAC once flows in SAC dropped below approximately .5
2 cfs, while refugia and successful summering in pools persisted when flows in SAC were measured
3 at .5 cfs or above. (*Id.*) Thus, contrary to SBCK’s unsupported assertions, the commitment by
4 Casitas to augment SAC when flows fall below .5 CFS in SAC is meaningful and a reasonable
5 effort to benefit Steelhead supported by empirical data.


6 **II. CONCLUSION**

7 For the foregoing reasons, and for the reasons articulated by Ventura and Ojai in their
8 respective Replies, the Court should approve the Interim Order without the additional
9 modifications demanded by non-party SBCK.

10
11 Dated: January 7, 2025

Respectfully submitted

RUTAN & TUCKER, LLP
JEREMY N. JUNGREIS
DOUGLAS J. DENNINGTON

14 By: 
15 _____
16 Jeremy N. Jungreis
17 Attorneys for Cross-Defendant
18 CASITAS MUNICIPAL WATER
19 DISTRICT a California special district

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PROOF OF SERVICE

***Santa Barbara Channelkeeper v. State Water Resources Control Board, et al.
and related cross-action***
Los Angeles County Superior Court
Case No. 19STCP01176

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed by the law office of Rutan & Tucker, LLP in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 18575 Jamboree Road, 9th Floor, Irvine, California 92612. My electronic notification address is mmartinez@rutan.com.

On January 7, 2025, I served on the interested parties in said action the within:

**CASITAS MUNICIPAL WATER DISTRICT’S REPLY TO CHANNELKEEPER’S
RESPONSE TO CITY OF SAN BUENAVENTURA’S MOTION FOR INTERIM
ORDER PENDING A PHYSICAL SOLUTION**

as stated below:

(Via E-Service to **File & ServeXpress**) I affected electronic service by submitting an electronic version of the document(s) to **File & ServeXpress, LLC**, through the user interface at <https://secure.fileandservexpress.com>, which caused the document(s) to be sent by electronic transmission to the person(s) at the electronic service address(es) listed.

Executed on January 7, 2025, at Irvine, California.

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

Marisol Martinez
(Type or print name)

/s/ Marisol Martinez
(Signature)



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6 Attorneys for Cross-Defendant
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

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10 SANTA BARBARA CHANNELKEEPER, a
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13 STATE WATER RESOURCES CONTROL
14 BOARD, a California State Agency;
CITY OF SAN BUENA VENTURA, a
15 California municipal corporation, incorrectly
named as CITY OF BUENA VENTURA,

16 Respondents.

Case No. 19STCP01176

Judge: Hon. William F. Highberger
Dept: 10

**DECLARATION OF SCOTT LEWIS IN
SUPPORT OF CASITAS MUNICIPAL
WATER DISTRICT'S REPLY TO
PETITIONER'S RESPONSE TO MOTION
FOR INTERIM ORDER PENDING A
PHYSICAL SOLUTION**

Date Action Filed: September 19, 2014
Trial Date: Not Set

18 CITY OF SAN BUENA VENTURA, a
California municipal corporation,

19 Cross-Complainant,

20 vs.

21 DUNCAN ABBOTT, et al.,

22 Cross-Defendant.
23

1 **DECLARATION OF SCOTT LEWIS**

2 I, Scott Lewis, declare:

3 1. I serve as the Fisheries Biologist for Cross Defendant Casitas Municipal Water
4 District (“Casitas”), and I have been the Fisheries Program Manager for Casitas since 2006. I
5 have a B.S. and M.S. in Fisheries Science from Oregon State University and I am currently a
6 Ph.D. Candidate studying *O. mykiss* (also referenced herein as “steelhead” in their anadromous
7 form), landscape, and adaptive (i.e., anadromous) genetics of steelhead and rainbow trout in the
8 Ventura River Basin (anticipated completion Ph.D. in 2025). I have been working professionally
9 in the field of fisheries for 30 years (36 years including seasonal technician work) covering many
10 aspects of fisheries and aquatic research including: adult migration, adult spawning, egg
11 incubation, fry emergence, juvenile rearing and migration, habitat use and assessment, water
12 quality, fish passage, and hatchery operation and assessments.

13 2. Much of my work over the last nineteen years centers on conducting research and
14 monitoring for endangered steelhead and their habitat in the Ventura River. This work includes
15 determining the life history and population dynamics of steelhead in the Ventura River Watershed
16 that include timing of adult entry into freshwater, migration rates, adult estimates, passage through
17 a fish ladder and fish screen diversion facility, spawning location and timing, juvenile rearing
18 habitats, relative smolt estimates, summering and refugia, and downstream passage timing and
19 survival.

20 3. I make this declaration in support of Casitas Reply to the Santa Barbara
21 Channelkeeper (“SBCK”) Response to the City of San Buenaventura’s Motion (“Motion”) for
22 Stipulated Interim Order pending court approval of a permanent physical solution. I have personal
23 knowledge of the facts set forth in this declaration, and if called as a witness, could competently
24 testify to all matters set forth herein.

25 4. Casitas has been monitoring and sampling San Antonio Creek (SAC) and other
26 points within the VRW for Steelhead for the nineteen years that I’ve been with the District.
27 During this period, Casitas has observed that SAC naturally goes dry in reaches during extended
28 annual and interannual dry periods. During such dry periods, there is risk to Steelhead associated

1 with loss of summering pools and refugia that assist the fish in surviving in place until larger
2 storms during the rainy season. I have personally observed that the limited summering pools and
3 refugia in SAC can be reasonably maintained by flows of .5 CFS or less. For example, beginning
4 in 2011 before a period of extended drought, and extending to 2014 (when wetter annual
5 conditions resumed) snorkel counts for lower SAC were plotted by life history stages and
6 compared with mean weekly and monthly discharges. I observed that Steelhead life history
7 diversity was preserved through the over-summer critical period until flows fell below about 0.12
8 cfs to 0.20 cfs of the mean weekly and monthly discharge, respectively.

9 5. Upon obtaining required regulatory approvals associated with the discharge of
10 additional water into SAC, Casitas has the ability to maintain flows of .5 CFS in SAC from either
11 pumped groundwater or from stored surface water.

12 6. Based upon the data I have observed, it is my opinion there is potentially
13 significant benefit to steelhead in SAC from Casitas' commitment in the Interim Order to ensure
14 flows in SAC do not fall below .5 cubic feet per second (CFS) since maintaining .5 CFS in SAC
15 has historically facilitated suitable pool and refugia habitat for steelhead summering during
16 extended dry periods (which is when SAC flows can naturally fall below .5 CFS).

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

19 Executed this 7th day of January, 2025, at Oak View, California.

20
21 

22 Scott Lewis

1 **PROOF OF SERVICE**

2 ***Santa Barbara Channelkeeper v. State Water Resources Control Board, et al.***
3 ***and related cross-action***
4 **Los Angeles County Superior Court**
5 **Case No. 19STCP01176**

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12 **DECLARATION OF SCOTT LEWIS IN SUPPORT OF CASITAS MUNICIPAL**
13 **WATER DISTRICT’S REPLY TO PETITIONER’S RESPONSE TO MOTION FOR**
14 **INTERIM ORDER PENDING A PHYSICAL SOLUTION**

15 as stated below:

16 (Via E-Service to **File & ServeXpress**) I affected electronic service by submitting an
17 electronic version of the document(s) to **File & ServeXpress, LLC**, through the user interface at
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18 Marisol Martinez /s/ Marisol Martinez
19 (Type or print name) (Signature)