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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SANTA BARBARA CHANNELKEEPER,  
a California non-profit corporation,

Petitioner,

v.

STATE WATER RESOURCES  
CONTROL BOARD, a California State  
Agency; et al.,

Respondents.

Case No. 19STCP01176  
Judge: The Honorable William F. Highberger

[PROPOSED] PHYSICAL SOLUTION FOR  
THE SAN ANTONIO CREEK  
MANAGEMENT AREA

CITY OF SAN BUENAVENTURA, a  
California municipal corporation,

Cross-Complainant,

v.

DUNCAN ABBOTT, an individual; et al.

Cross-Defendants.

Action Filed: September 19, 2014  
Trial Date: June 1, 2026

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1 Defendant and Cross-Complainant City of San Buenaventura (“**City**”) and Respondent State  
2 Water Resources Control Board (“**State Board**”). Channelkeeper asked the Court to declare that  
3 the City’s extraction of water from Reach 4 of the Ventura River from April through October is  
4 unreasonable, in violation of Article X, section 2 of the California Constitution, and to direct the  
5 State Board to perform alleged mandatory duties under Article X, section 2, Water Code section  
6 275, and the public trust doctrine, to prevent that alleged unreasonable use by the City.

7 The City answered the Complaint and filed a Cross-Complaint, and later a First Amended  
8 Cross-Complaint, against other **Surface Water** and **Groundwater** users in the Ventura River  
9 Watershed who it alleged affect the flow of water in the Ventura River. The San Francisco  
10 Superior Court granted Channelkeeper’s motion to strike the City’s First Amended Cross-  
11 Complaint.

12 **1.2 Appeal and Court of Appeal Decision**

13 The City appealed the decision to strike its First Amended Cross-Complaint. On January  
14 30, 2018, the Court of Appeal, First Appellate District, Division Two, reversed the San Francisco  
15 Superior Court’s decision and remanded the matter in *Santa Barbara Channelkeeper v. City of*  
16 *San Buenaventura* (2018) 19 Cal.App.5th 1176.

17 **1.3 Amended Pleadings and Transfer of Venue**

18 Following the Court of Appeal’s decision, by stipulation and order, venue for this case  
19 was transferred from the San Francisco County Superior Court to the Los Angeles County  
20 Superior Court on or about February 19, 2019, because venue in San Francisco imposed an  
21 unnecessary burden on the numerous Parties and Persons who reside or own property in Ventura  
22 County. The case was assigned to this Court.

23 Channelkeeper then filed a First Amended Complaint and Petition (“**Amended**  
24 **Complaint**”), and the City filed a Second Amended Cross-Complaint. The Amended Complaint  
25 alleges one claim for relief against the City for declaratory relief and four claims for relief against  
26 the State Board for writ of mandate. On January 2, 2020, the City filed a Third Amended Cross-  
27 Complaint (“**Amended Cross-Complaint**”). The Amended Complaint and the Amended Cross-  
28

1 Complaint (collectively the “Action”) are the operative pleadings in the Action, subject to the  
2 terms of the settlement between the City and Channelkeeper (“**City Settlement**”) described  
3 below.

4 In the Amended Cross-Complaint, the City named approximately 2,300 Cross-Defendants  
5 who beneficially use or who have potential rights to use waters from the Ventura River and its  
6 tributaries, including subterranean water flowing in known and defined channels, and/or  
7 Groundwater in the four groundwater basins separately defined by the **Department of Water**  
8 **Resources** (“**DWR**”) in Bulletin 118 (“**Four Basins**”) located within the Watershed. As applied  
9 to this Physical Solution, the Amended Cross-Complaint also alleged that the Court has in rem  
10 jurisdiction over all property overlying the Four Basins. The Amended Cross-Complaint alleges  
11 the following nine separate claims for relief: two claims for injunctive relief (first and second  
12 claims); one claim for entry of a physical solution (sixth claim); and declaratory relief claims for  
13 pueblo and/or treaty water rights, prescriptive water rights, appropriative water rights, municipal  
14 priority, the human right to water, and reasonable and beneficial use (third, fourth, fifth, seventh,  
15 eighth, and ninth claims). The Amended Cross-Complaint asserts the City’s relative priority  
16 rights to water, including, without limitation, a request for a comprehensive adjudication of the  
17 Ventura River Watershed and the imposition of a physical solution. The Parties dispute these  
18 claims. This Physical Solution resolves Ventura’s Amended Cross-Complaint relating to the  
19 SAC MA without determining water rights by establishing an approach to maintain and enhance  
20 the suitable habitat for the Ventura River Steelhead Population in the SAC MA.

21 **1.4 Service of Parties and Entry of Defaults**

22 On or about November 21, 2019, the Court granted the City’s motion to approve a notice  
23 of adjudication and form answer pursuant to section 836. In accordance with the Court’s order  
24 and pursuant to the Amended Cross-Complaint, the City served or provided notice to: (1) all  
25 property owners overlying the Basins; (2) all property owners whose property is contiguous to  
26 San Antonio Creek or its tributaries, other than the federal government; and (3) all known holders  
27 of appropriative water rights to San Antonio Creek or its tributaries, other than the federal  
28

1 government. On or about April 15, 2021, the City filed its Notice of Completion of Mailing in  
2 accordance with section 836(e). The City also filed all required proofs of personal service and  
3 processed all required notices of default for Parties who failed to appear in the Action.

4 A complete list of all Cross-Defendants located within the SAC MA covered by this  
5 Physical Solution is contained in Exhibit “D” to this Physical Solution. Exhibit “D” lists all  
6 known parcels that (1) are owned by Cross-Defendants and/or (2) are overlying the Basins.<sup>3</sup>  
7 Exhibit “D” thus provides a list of parcels known to be bound by the Physical Solution, but it  
8 does not necessarily constitute a complete and exhaustive list of parcels that are bound or will be  
9 bound by the Physical Solution now or in the future.

10 Numerous Cross-Defendants located within the SAC MA previously filed Stipulations to  
11 be bound by this Physical Solution. A list of those Cross-Defendants who filed Stipulations is  
12 also contained in Exhibit “D”.

13 Numerous Cross-Defendants failed to stipulate to the Physical Solution, have not  
14 responded timely, or at all, to the Amended Cross-Complaint, and their defaults have been  
15 entered. Notice of this Physical Solution has been given to the defaulted Cross-Defendants,  
16 together with the opportunity to be heard regarding this Physical Solution. All defaulted Cross-  
17 Defendants, and their successors and assigns, are subject to the terms of the Physical Solution,  
18 and this Court’s continuing jurisdiction as set forth herein. Default judgment will be entered as to  
19 these defaulted Cross-Defendants when a final Judgment and Physical Solution is entered in the  
20 Action.

21 In accordance with section 836, the City provided notice of this Action to all property  
22 owners who were not otherwise named Parties to this Action and who own property overlying the  
23 Basins. Property owners who elected to become Parties to this Action are bound by this Physical  
24 Solution as Parties. Consistent with section 836(k), property owners who did not elect to become  
25 Parties are also bound by this Physical Solution through the Court’s in rem jurisdiction of their

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26 <sup>3</sup> On September 3, 2019, DWR provided a data file to the City containing information for all  
27 parcels overlying the Basins, and the City has inserted the assessor parcel numbers for all of those  
28 parcels into Exhibit “C”.

1 property. Therefore, all Persons holding fee title to real property overlying the Ojai and Upper  
2 Ojai Basins, whether they chose to become a Party in this Action or not, are subject to this  
3 Physical Solution.

#### 4 **1.5 Answers, Cross-Complaints, and Intervention**

5 The Court approved two form answers for use in this Action, (1) “Form Answer” for  
6 overlying landowners who received mailed notice of the Action and (2) “Court-Approved Answer  
7 for Cross-Defendants Named in the City of San Buenaventura’s Third Amended Cross-  
8 Complaint.” Certain Cross-Defendants within the SAC MA answered the Amended Cross-  
9 Complaint by filing the “Court-Approved Answer for Cross-Defendants Named in the City of San  
10 Buenaventura’s Third Amended Cross-Complaint” or by filing some other answer thereto.  
11 Certain other property owners in the Basins, including but not limited to those to whom the City  
12 provided required notice in accordance with section 836, elected to become Parties in this action  
13 by filing the “Form Answer.”

14 On or about December 6, 2019, the Court granted the unopposed motions of the State  
15 Board and the **California Department of Fish & Wildlife (“CDFW”)** to intervene in the Action,  
16 specifically in the Amended Cross-Complaint under section 387, subdivision (d)(2). The State  
17 Board and CDFW, with Court approval, elected not to file either a complaint or answer in  
18 intervention, but instead filed notices of appearance in connection with the Amended Cross-  
19 Complaint, subjecting themselves to the Court’s jurisdiction as **Bound Parties** and limiting  
20 themselves to the issues raised in the existing pleadings in the Action.

#### 21 **1.6 City Settlement**

22 On or about September 30, 2019, Channelkeeper and the City entered into the City  
23 Settlement resulting in the partial dismissal of Channelkeeper’s cause of action against the City,  
24 pending entry of this Physical Solution. On or about August 20, 2020, Channelkeeper and the  
25 City agreed to amend the City Settlement. The City Settlement, as amended, included a full  
26 waiver and release of Channelkeeper’s claims, other than a claim for certain specific attorney fees  
27 and the right to “comment on, support, or challenge the physical solution proposed by any party  
28

1 in the Action.” On or about June 21, 2021, this Court entered an Order dismissing with prejudice  
2 Channelkeeper’s claims against the City as specified in the Order.

3 **1.7 Court Order Fixing Basin Boundaries and Watershed Boundaries**

4 On January 13, 2022, the Court issued an Order Establishing Watershed and Basin  
5 Boundaries. In the Order, the Court established the boundaries of the Ventura River Watershed  
6 for purposes of the Action to be the boundaries defined by the U.S. Geological Survey National  
7 Hydrological Dataset and Watershed Boundary Dataset as the 10-digit Hydrologic Unit Code  
8 1807010101—Ventura River Watershed. In addition, the Order established that there are four  
9 groundwater basins or sub-basins defined by DWR located wholly or partially within the  
10 Watershed. The Court determined that for purposes of this Action the boundaries of the four  
11 basins are the boundaries defined by DWR in Bulletin 118 and identified as follows: (a) basin 4-  
12 1, the Upper Ojai Valley Groundwater Basin (“**Upper Ojai Basin**”); (b) basin 4-2, the Ojai  
13 Valley Groundwater Basin (“**Ojai Basin**”); (c) basin 4-3.01, the **Ventura River Valley—Upper**  
14 **Ventura River Sub-Basin (“Upper Ventura Basin”)**; and (d) basin 4-3.02, the **Ventura River**  
15 **Valley—Lower Ventura River Sub-Basin (“Lower Ventura Basin”)**.

16 This Physical Solution implements the Court’s Order Establishing Watershed and Basin  
17 Boundaries for the Ojai and Upper Ojai Valley Groundwater Basins.

18 **1.8 Stay of Action and Structured Mediation**

19 On or about April 12, 2022, the Court, at the request of the City and Cross-Defendants  
20 **Casitas Municipal Water District (“Casitas MWD”)**, the **City of Ojai (“Ojai”)**, and the **East**  
21 **Ojai Group**, ordered the Action stayed for six (6) months to September 30, 2022. The purpose  
22 of the stay was to allow these four parties to engage in structured mediation. The Court  
23 subsequently extended the stay of the Action on several occasions to permit the structured  
24 mediation to continue and expanded the mediation to include other Parties. This Physical  
25 Solution resolves issues related to the SAC MA that were the focus of the original mediation  
26 between the four original mediating parties.

1           **1.9     Interim Order Confirming An Exempt Cross-Defendant Class**

2           On or about October 7, 2022, the Court entered an Interim Order Confirming An Exempt  
3 Cross-Defendant Class establishing a class of **Exempt Parties** under section 833(d) who self-  
4 identify as diverting or extracting less than five (5) **Acre-Feet Per Year (“AFY”)** of water from  
5 the Ventura River Watershed. The Interim Order specified certain terms and conditions for the  
6 Exempt Parties and directed that any final judgment in this Action incorporate, with more detail  
7 as appropriate, the class of Exempt Parties and the terms and conditions specified in the Interim  
8 Order. This Physical Solution includes the class of Exempt Parties within the SAC MA and the  
9 required terms and conditions from the Interim Order.

10           **1.10    The Court’s Jurisdiction**

11           This Court has subject matter jurisdiction over the Action pursuant to section 410.50 and  
12 may hear claims that share a common nucleus of facts as well as any related matter which would  
13 promote judicial efficiency. Article X, section 2 of the California Constitution is self-executing  
14 and provides courts with jurisdiction over water right and water use claims. Additionally,  
15 sections 830 et seq. (“**Comprehensive Adjudication Statute**”) provides statutory authority for  
16 the comprehensive adjudication of a groundwater basin as defined by DWR Bulletin 118. The  
17 Court also has in rem jurisdiction over claims to real property. This Action includes various  
18 causes of action including claims related to the reasonable and beneficial use of Surface Water  
19 within the Ventura River Watershed, various claims for declaratory relief and a request for the  
20 comprehensive adjudication of four DWR Bulletin 118 Groundwater basins or subbasins. Based  
21 on all or some of the authorities summarized above, this Court has jurisdiction over the Action  
22 and may impose this Physical Solution concerning the SAC MA.

23           On or about March 8, 2019, the State Board submitted a letter to the Honorable Kevin C.  
24 Brazile, Presiding Judge of the Los Angeles Superior Court, regarding the judicial assignment of  
25 this Action and specifically requested coordination with the Judicial Council. The Court finds  
26 that pursuant to section 838(a)(1), assignment by the Judicial Council is not required because the  
27 Action was not filed and is not being heard in a county that overlies the Basins or any portion of  
28

1 the Basins. In addition, the Court has conferred with the Judicial Council and has determined that  
2 no action by the Judicial Council is required. No Party challenged this determination.

3 The Court's November 21, 2019, Order and the Comprehensive Adjudication Statute  
4 require that all Persons having or claiming any right, title, or interest to Groundwater within the  
5 Basins be notified of the Action. Notice has been given pursuant to the Court's order and the  
6 Comprehensive Adjudication Statute. All Persons having or claiming any right, title, or interest  
7 to Groundwater within the Basins have been given an opportunity to become Parties to the  
8 Action. All named Parties who have not been dismissed or defaulted have appeared or have been  
9 given adequate opportunity to appear. The Court therefore has personal jurisdiction over those  
10 Parties.

11 The Court has jurisdiction to enter this Physical Solution on all Bound Parties, including  
12 any objecting Party, to this Action as it relates to the SAC MA.

## 13 **2. VENTURA RIVER WATERSHED PHYSICAL SETTING**

14 This Physical Solution addresses issues associated with the SAC MA. This Physical  
15 Solution will ultimately be included in a final Judgment and Physical Solution in the Action  
16 which covers the entire Watershed. To provide context for this Physical Solution, a general  
17 description of the Watershed is provided below, followed by a description of the SAC MA and  
18 the Ojai and Upper Ojai Basins.

### 19 **2.1 The Ventura River Watershed**

20 The Ventura River Watershed is a coastal watershed located in southern California, with  
21 an approximate catchment area of 226 square miles or about 145,000 acres. The majority of the  
22 Watershed is located in western Ventura County, with a small portion (approximately 4%)  
23 located in east Santa Barbara County. The Watershed is fan-shaped and measures eighteen miles  
24 north to south and is seventeen miles at its widest point. The Watershed includes six recognized  
25 sub-watersheds: Canada Larga Creek, Coyote Creek, Matilija Creek, North Fork Matilija Creek,  
26 San Antonio Creek and Ventura River, as depicted in Exhibit "C".

1           The upper reaches of the Watershed lie within the Topatopa Mountains, Santa Ynez  
2 Mountains, and the greater Transverse Ranges, with ridges in these ranges delineating the upper  
3 extent of the Watershed. Elevations within the Watershed vary from approximately 6,000 feet  
4 above mean sea level (“asl”) to sea level at the coastal lagoon and estuary. The total length from  
5 the furthest headwaters to the Pacific Ocean is over approximately 33 miles.

6           Steep mountains and foothills comprise most of the land area in the Watershed, covering  
7 most of its north half and framing it on three sides, with a large portion of this area being United  
8 States Forest Service land or other conserved lands. Land use in the Watershed is divided  
9 between National Forest, open space, urban or industrial, and agricultural or rural designations.  
10 The largest portion, approximately 75% of the Watershed is wildlands, composed of U.S. Forest  
11 Service land (55%) and open space lands (20%), which includes both land set aside for  
12 conservation and land currently leased for oil and gas exploration and production. Agricultural or  
13 rural areas comprise 20.5% of the Watershed and are primarily used for orchards and grazing.  
14 Urban or industrial land use comprises approximately 4.5% of the Watershed and is divided  
15 among the municipalities of the City of Ojai, the western portion of the City of Ventura, and the  
16 communities of Meiners Oaks, Mira Monte, Oak View, Live Oak Acres, and Casitas Springs, a  
17 DWR-designated disadvantaged community. Most of these developed areas are located on the  
18 valley floor near to or within the Ventura River’s floodplain.

19           Precipitation in the Watershed is highly variable both spatially and temporally. Spatially,  
20 the upper portion of the Watershed receives, on average, double the annual volume of rainfall  
21 received in the lower portion of the Watershed. Seasonally, most rain occurs between November  
22 and April, with minimal rain occurring between May and September. Based on historical records,  
23 the Watershed experiences large differences in annual rainfall volume, with regular cycles of wet  
24 and dry years at least partially influenced by El Nino and La Nina oceanic temperature cycles.  
25 Multi-year periods of drought followed by wet conditions and associated intense flooding and  
26 high erosion events are a common occurrence in the Watershed.

1 The Watershed is home to many species, including the Ventura River Steelhead  
2 Population, part of the population of **Southern California Steelhead**, a species listed as  
3 endangered under the federal and state **Endangered Species Acts**, as described in more detail  
4 below. The regular periods of drought experienced in the Watershed, coupled with the historical  
5 development create challenges to the survival of the Ventura River Steelhead Population. Natural  
6 precipitation does not occur in sufficient magnitude in certain years and/or in drought condition  
7 years to enable the successful migration of the steelhead to and from the Pacific Ocean for the  
8 completion of its lifecycle.

9 The Watershed consists of both Surface Waters, including the Ventura River and its  
10 tributaries, and the Four Groundwater Basins. These various components of the Watershed as  
11 they relate to this Physical Solution are described below.

## 12 **2.2 Ventura River System**

13 The Ventura River flows through the middle of the Watershed, draining tributaries along  
14 an approximately 33-mile course from its headwaters to the Pacific Ocean. The main tributaries  
15 to the Ventura River include Matilija Creek, North Fork Matilija Creek, San Antonio Creek,  
16 Coyote Creek, and Cañada Larga Creek.

17 The upper portions of the Ventura River and its primary headwaters Matilija Creek and  
18 North Fork Matilija Creek typically have perennial flow from the higher moisture in the  
19 mountainous climate and higher rainfall volumes in the upper catchment. The Ventura River in  
20 this portion flows through narrow canyon formations with a steep bed slope resulting in high  
21 energy flows.

22 The middle section of the Ventura River, from the Robles Diversion to the confluence  
23 with San Antonio Creek, consists of lower-gradient braided channels incised into a wider  
24 floodplain. Due to the high permeability of the bed material, the water table gradient, and the  
25 nature of the aquifer in this location, the middle reach, along with the area just upstream of the  
26 Robles Diversion, is often dry.

27 The lower section of the Ventura River, from its confluence with San Antonio Creek to  
28

1 the estuary, is fed by contributions from river channel upwelling beginning just upstream of San  
2 Antonio Creek, and small intermittent and ephemeral discharges from a number of small side  
3 canyons and tributaries.

### 4 **2.3 The San Antonio Creek Management Area**

5 The SAC MA is located in the Ojai Valley region of the Ventura River Watershed. It is  
6 one of the largest sub-watersheds of the Ventura River Watershed, draining an approximately 50-  
7 square-mile area. (See Exhibit “B”). The SAC MA is characterized by tectonically active  
8 mountains dominated by chaparral and exposed bedrock with narrow ephemeral and intermittent  
9 streams. There are no major surface water reservoirs within the SAC MA.

10 San Antonio Creek is the largest creek in the SAC MA. San Antonio Creek’s headwaters  
11 are formed by the convergence of Gridley and Senior Canyon creeks. The Creek flows southwest  
12 and ultimately converges with the Ventura River above Casitas Springs. San Antonio Creek is  
13 fed by four primary tributary creeks including McNell Creek, Thacher Creek, Reeves Creek and  
14 Lion Creek. A number of small named and unnamed ephemeral drainages also contribute flow to  
15 San Antonio Creek.

16 Flow within San Antonio Creek is highly variable and driven by rain events. Peak flow  
17 typically occurs between December and April of any given water year and baseflow generally  
18 falls to zero cubic feet per second (“cfs”) between June and October. According to the **Final**  
19 **Groundwater Sustainability Plan for the Ojai Valley Groundwater Basin (“Ojai GSP”)**, “the  
20 average water year stream discharge is 11,230 AF (Figure 2-9, San Antonio Creek Stream  
21 Discharge).” (Ojai GSP, p. 2-58.)

22 The Ojai Basin is located within the SAC MA. Most of the Upper Ojai Basin is also  
23 within the SAC MA, with a small portion of the Upper Ojai Basin located outside of the SAC  
24 MA and outside the Watershed. These two Basins are described in more detail below.

#### 25 **2.3.1 The Ojai Basin**

26 The Ojai Valley Groundwater Basin (“Ojai Basin” or “**OVGB**”) is situated in a small east-  
27 west oriented valley in the Topatopa Mountains of the Transverse Ranges geomorphic province  
28

1 of Southern California. The Ojai Basin is located approximately 11 miles inland from the Pacific  
2 Ocean. The land surface elevation of the Basin ranges from approximately 630 feet asl along the  
3 south-western boundary where San Antonio Creek exists the Basin, to approximately 2,080 feet  
4 asl at the southern flank of the Topatopa Mountains. The surface area of the Ojai Basin is  
5 estimated at 6,830 acres and DWR estimates maximum storage capacity of about 85,000 AF and  
6 a sustainable yield of approximately 5,026 AFY. The Basin’s maximum capacity does not reflect  
7 the amount of available water and much of the Basin’s capacity is not usable or economically  
8 recoverable due to its depth and/or water quality.

9 The Ojai Basin is designated as DWR Basin Number 4-2 and has been designated by  
10 DWR as a high priority basin under SGMA. The Ojai Basin Groundwater Management Agency  
11 (“**OBGMA**”) prepared and timely submitted the Ojai GSP, and on or about October 26, 2023, the  
12 DWR approved the Ojai GSP. The Ojai Basin routinely recharges and is not in an overdraft  
13 condition. (See Exhibit “E” Ojai GSP (2022) at § 2.4.6.)

14 The boundaries of the Ojai Basin are mainly mountain ranges, where the geology does not  
15 allow significant alluvial Groundwater flow or storage. To the north of Ojai, the Topatopa  
16 Mountains form the Basin boundary. Black Mountain and the Santa Ana fault bound the Basin to  
17 the south, and non-permeable rock units along the eastern and western edges prevent significant  
18 Groundwater flow into or out of the basin. The Ojai Basin is separated from the Upper Ojai Basin  
19 by the Santa Ana-Arroyo Parida Fault and Black Mountain. The western boundary of the Ojai  
20 Basin is a bedrock high and associated groundwater divide that separates the Ojai Basin from the  
21 Upper Ventura Basin.

22 The Ojai Basin has areas of confined, semi-confined, and unconfined Groundwater.  
23 Water-bearing units of the OVGB include alluvial deposits and fractures and interstices of  
24 underlying Tertiary rocks. The alluvium is composed of units of sand, gravel, and clay up to 50 to  
25 100 feet thick that pinch out toward the lateral edges of the OVGB (Figure 6) (Kear 2005;  
26 DBS&A 2011, 2020). The alluvial deposits are the most productive units in the OVGB, with well  
27 yields ranging from 100 to 600 gallons per minute (“**gpm**”) (DWR 2004). The weathered Tertiary  
28

1 rocks are typically consolidated and yield minor amounts of poor-quality water, with well yields  
2 typically between 2 to 5 gpm, but reaching a maximum of about 50 gpm (DWR 2004). The  
3 contact of the alluvial unconsolidated deposits of Pleistocene to Holocene age with the Tertiary  
4 rocks define the base of the OVGB.

5 There are four discreet primary groundwater storage units comprised of sand and gravel  
6 on the order of up to 100 feet thick each, which are sourced near the alluvial fan heads in the  
7 northeast side of the Ojai Valley (Kear 2005; OBGMA 2018). The individual coarse-grained sand  
8 and gravel aquifer units comprising the primary production aquifer are thickest in the northern  
9 and eastern areas of the OVGB and thinnest in the southern and western areas of the OVGB,  
10 where fine grained lacustrine and floodplain deposits of up to approximately 100 feet thick  
11 predominate as confining layers creating a multi-layered aquifer system (DBS&A 2011; Kear  
12 2005; OBGMA 2018). Groundwater within the primary production aquifer is predominantly  
13 under unconfined conditions near the alluvial fan heads and semi-confined to mostly confined in  
14 the central, southern, and western portions of the OVGB (Kear 2005, 2021). Alluvial deposits are  
15 deepest in the central and southern areas of the OVGB (Kear 2005; DBS&A 2011, 2020). The  
16 maximum total thickness of the alluvial deposits is approximately 900 feet (DBS&A 2011, 2020).

17 The uppermost confining clay unit, which generally extends from up to 30 to 130 feet  
18 below ground surface (“bgs”), is the thickest and most extensive aquitard. As provided in the  
19 Ojai GSP, “[b]ased on available lithologic, streamflow, and groundwater level and quality data,  
20 there is a shallow perched aquifer in the southern and western portion of the OVGB that is in  
21 hydraulic connection with surface water of San Antonio Creek and its tributaries. The shallow  
22 perched aquifer is separated from the deeper confined production aquifers by an extensive clay  
23 aquitard (Kear 2005, 2021; OBGMA 2018). Groundwater levels in the shallow perched aquifer  
24 exhibit a stable trend with little seasonal fluctuation or response to groundwater extraction while  
25 groundwater levels in the primary production aquifer show the effects of groundwater extraction  
26 (Figure 2-37, Shallow Perched Aquifer and Deep Production Aquifer Groundwater Level Trends;  
27 Kear 2021). Surface water in San Antonio Creek and groundwater in the perched aquifer have a  
28

1 similar calcium-bicarbonate/sulfate water character, whereas groundwater in the primary  
2 production aquifer has a sodium-bicarbonate/chloride water character (Kear 2021). Figure 2-38,  
3 Lower San Antonio Creek Hydrogeologic Conceptual Model, illustrates the hydrogeology of the  
4 OVGB along lower San Antonio Creek as described above.” (See Exhibit “E”, p. E-6.)

5 The shallow perched aquifer generally extends from approximately 15 to 30 feet bgs and  
6 is present in the southwestern portion of the OVGB (Figures 6 and 7) (Kear 2005, 2021). The  
7 shallow perched aquifer is generally known as the Southwest Upper Saturated Zone or  
8 “**SWUSZ**”. The SWUSZ drains to the down gradient reaches of the San Antonio Creek and  
9 emerges as surface flows southwest of the basin boundaries. To protect the SWUSZ from future  
10 extractions the OBGMA has adopted Ordinance No. 12 prohibiting new production wells in the  
11 SWUSZ. In contrast, the GSP does not require any management actions related to Groundwater  
12 extractions in the primary production aquifer to address Surface Water impacts in light of the  
13 connectivity assessment contained in Section 2.3.4.6 of the GSP. (See Exhibit “E”, p. E-1, E-2.)  
14 The OBGMA manages the primary production aquifer by requiring that all production wells,  
15 regardless of size, be metered and report extractions quarterly. Applications for new or  
16 replacement wells must be permitted and demonstrate that the well will not impact the overall  
17 sustainability of the Basin, as defined in Section 3.1.3 of the Ojai GSP. Based on the assessment  
18 of connectivity in the Ojai GSP, the only known direct and sustained communication between  
19 Groundwater and Surface Water in San Antonio Creek is limited to the SWUSZ.

20 Casitas MWD delivers an average of 1,826 AFY for use within the Ojai Basin.

### 21 **2.3.2 The Upper Ojai Basin**

22 The Upper Ojai Basin is located southeast of the Ojai Basin on the eastern border of the  
23 Watershed. It is the smallest of the Basins in the Watershed, encompassing 3,806 acres or 5.95  
24 square miles, and has a DWR-estimated maximum storage capacity of 6,000 AF. The Upper Ojai  
25 Basin is an intra-montane depression, bounded on all sides by mountain ranges and thrust faults  
26 that mark the boundary between mountains and the valley floor. On the northern edge, Black  
27 Mountain and the San Cayetano fault separate the basin from the Ojai Basin. To the south, the  
28

1 Sulfur Mountains and the Lion fault mark the boundary of the Groundwater storage zone. Lion  
2 Canyon Creek flows through the Basin and under certain wet conditions contributes flow to San  
3 Antonio Creek. Under certain wet conditions, these flows can continue on to the Ventura River.  
4 The relationship, if any, between Groundwater in the Upper Ojai Basin and Surface Water in Lion  
5 Canyon Creek is currently unknown due to the geology, sparse population, predominance of dry  
6 farming methods, and comparatively extensive use of imported water supplies from Casitas  
7 MWD. As part of the implementation of this Physical Solution, this relationship, if any, may be  
8 further characterized and adjustments to this Physical Solution may be made in the future based  
9 on additional information.

10 The Upper Ojai Basin is split into halves by a surface water divide, where the eastern  
11 portion lies outside of the Ventura River Watershed and drains into the watershed in the Santa  
12 Paula area. This Physical Solution only addresses areas of the Basin with the SAC MA that have  
13 the possibility of affecting flows in San Antonio Creek. The Upper Ojai Basin is designated as  
14 DWR Basin Number 4-1 and has been designated by DWR as a very low priority basin under  
15 SGMA.

16 **3. REASONABLE AND BENEFICIAL WATER USES WITHIN THE SAC MA**

17 Currently, the water needs within the SAC MA, regardless of claim of right, are supplied  
18 entirely from local Surface Water and Groundwater. At the time of this Physical Solution, no  
19 significant amount of water is imported from outside the Watershed into the SAC MA. Casitas  
20 MWD is developing plans to bring imported water into its service area, which could in the future  
21 be supplied to the SAC MA, but that project is not complete at this time. Therefore, local water  
22 from the SAC MA is critical to life within the SAC MA, to the local economy, and to the health  
23 and safety of the region. Local water from the SAC MA is vital for a variety of both consumptive  
24 and instream reasonable and beneficial uses. These reasonable and beneficial uses are described  
25 in more detail below.

1           **3.1    Consumptive Uses**

2           Water from the SAC MA supports a variety of reasonable and beneficial consumptive  
3 uses, including municipal, agricultural, recreational, and some minor industrial uses under various  
4 claims of water right, e.g., riparian, overlying, appropriative, and prescriptive. The municipal and  
5 agricultural uses are described below.

6                   **3.1.1   Reasonable and Beneficial Municipal Uses**

7           Water for municipal and residential uses in the SAC MA is primarily provided by Casitas  
8 MWD. Due to strict conservation efforts, urban water demand has not increased significantly in  
9 recent decades, despite growth in population.

10           Casitas MWD is the largest water purveyor in the SAC MA, providing water to both water  
11 resale agencies and retail customers. Casitas MWD uses Surface Water diverted from the  
12 Ventura River through the Robles Diversion into Lake Casitas, runoff from the surrounding area  
13 adjacent to Lake Casitas, and Groundwater from wells in the Upper Ventura and Ojai Basins, to  
14 provide municipal service to its retail and wholesale customers in the SAC MA. Casitas MWD  
15 has implemented significant conservation efforts to reduce municipal demand, including a Water  
16 Shortage Contingency Plan, consistent with the Urban Water Management Planning Act. During  
17 recent drought conditions, Casitas MWD declared Stage 3 water supply conditions and  
18 implemented restrictions on residential irrigation, reduced customer allocations, and prohibited  
19 waste. These restrictions included prohibitions on water waste, restrictions on the timing of  
20 residential irrigation, and a 30% reduction in all customers’ individual allocations for their non-  
21 essential outdoor use. Casitas MWD also operates many conservation programs including free  
22 water surveys, free water conservation devices, and rebates for small irrigation controllers.  
23 Casitas MWD offers an agricultural rebate program that encourages greater water use efficiency  
24 for farms and ranches within its service area. Additionally, water for domestic use is provided by  
25 way of private wells located on private property.

1                                   **3.1.2 Reasonable and Beneficial Agricultural Uses**

2           Use of water from the SAC MA for reasonable and beneficial agricultural uses supports a  
3 significant farming economy within the Watershed. Water sources to support reasonable and  
4 beneficial agricultural uses include Groundwater from private wells or from small water  
5 companies, with water from Casitas MWD used for supplemental or backup water. Agriculture  
6 has implemented significant conservation efforts; specifically, highly efficient irrigation systems  
7 (drip, micro sprinkler, and combinations thereof) are employed on the majority of irrigated  
8 agriculture, irrigation systems are routinely tested for distribution uniformity, and irrigation  
9 runoff is minimal in the SAC MA.

10           Agricultural users within the SAC MA include but are not limited to members of the East  
11 Ojai Group and family farms in the Ojai Valley.

12                                   **3.1.3 Changes in Consumptive Use**

13           There was significant population growth in Ventura County from 1960 through 2010,  
14 increasing from approximately 115,000 people in 1950 to 199,000 people in 1960 and then  
15 increasing in 1970 (376,000 people), 1980 (529,000 people), 1990 (669,000 people), and 2010  
16 (826,000 people). After 2010, population growth in the County slowed substantially and declined  
17 over the period of 2017 to 2020. Despite this significant overall population growth over time,  
18 consumptive use has not grown at a comparable rate due to conservation, changes in land use, and  
19 increased agricultural efficiency. An analysis of average daily flow data from USGS Gages  
20 located on the mainstem Ventura River at Casitas Bridge (Gage 11118500), San Antonio Creek  
21 (gage 11117500), and North Fork Matilija Creek (gage 11116000) indicates that instream flows  
22 metrics have been the same or slightly higher since the construction of the Casitas and Matilija  
23 Dams in the 1950s and 1960s. Therefore, changes in consumptive use have not had a detectable  
24 effect on instream flows within the period of record analyzed (1930-2019).

25                                   **3.2 Instream Uses: The Ventura River Steelhead Population – *O. mykiss***

26           The Watershed, including the SAC MA, is home to many instream uses. It is home to  
27 endangered or threatened species, including the Ventura River Steelhead Population, arroyo toad,  
28

1 California least tern, California red-legged frog, Foothill yellow-legged frog, Least Bell's vireo,  
2 southwestern willow flycatcher, and western snowy plover. This Physical Solution uses the health  
3 of the habitat necessary to support the Ventura River Steelhead Population as one metric for the  
4 overall health of the instream uses in the SAC MA. The life stages, habitat, and other details  
5 regarding the Ventura River Steelhead Population are described below.

6 The Watershed provides habitat for adult and juvenile steelhead migration and passage,  
7 holding, spawning and juvenile rearing for both anadromous steelhead (i.e., here, the Ventura  
8 River Steelhead Population) and resident rainbow trout (together classified taxonomically as  
9 *Oncorhynchus mykiss*, which is typically abbreviated as *O. mykiss*). *O. mykiss* that remain in  
10 freshwater throughout their lifecycle are referred to as rainbow trout and have a resident life  
11 history form. *O. mykiss* that migrate to the ocean and then return to spawn in freshwater are  
12 referred to as steelhead and have an anadromous life history form. Both life history forms can be  
13 produced by a single set of parents depending on a variety of variables. A core goal of this  
14 Physical Solution is to maintain and improve habitat for the Ventura River Steelhead Population  
15 within the SAC MA.

16 The anadromous life history form of *O. mykiss* in the Watershed has been designated as a  
17 part of the Southern California Steelhead Distinct Population Segment or DPS. In 1997, the  
18 **Southern California Steelhead Evolutionarily Significant Unit ("ESU")** was listed as  
19 endangered under the Federal Endangered Species Act. (62 FR 43937-01.) In 2005, critical  
20 habitat for the Southern California Steelhead ESU was designated, including approximately 48  
21 miles of the Ventura River and its tributaries within the Ventura River Hydrologic Unit. (70 FR  
22 52488-01.) In 2006, the Southern California Steelhead DPS was listed as endangered.<sup>4</sup> (71 FR  
23 834-01.)

24 The life history of a Southern California Steelhead starts when a female excavates a  
25 shallow nest, termed a "**redd**," in streambed gravel and deposits eggs, which a male then  
26 simultaneously fertilizes. The egg incubation period between fertilization and hatching varies,

27 \_\_\_\_\_  
28 <sup>4</sup> Since 2006, the phrase Distinct Population Segment or DPS, has replaced ESU.

1 lasting from about three (3) weeks to two (2) months depending on water temperature and other  
2 factors. After the eggs hatch, the young fish remain buried in the gravel nest for a period of time  
3 as they develop (termed “**alevins**”) before emerging into the surface waters in two (2) to six (6)  
4 weeks after hatching. The young free-swimming fish, known as fry, remain in the creek or river  
5 rearing for a period of one (1) to two (2) years as they grow and develop, during which time they  
6 are referred to as “**parr**”.

7 Parr eventually undergo a physiological change known as smoltification that allows them  
8 to migrate to saltwater (e.g., to the Pacific Ocean). After growing in the marine environment for  
9 typically one (1) to two (2) years in Southern California, steelhead leave the marine environment  
10 to reproduce in the freshwater environment (e.g., the Ventura River). Returning adults typically  
11 migrate to their natal rivers or streams but can also spawn in non-natal streams. Steelhead, unlike  
12 salmon, may on occasion (approximately 15% of the time) survive after spawning and migrate  
13 back downstream to the ocean to spawn again the next year. Post-spawning adult steelhead are  
14 termed “**kelts**.” Steelhead, primarily females, may on occasion spawn two or three times before  
15 they die.

16 The habitat and flow needs of the Southern California Steelhead are variable depending on  
17 the life stage of the species. **Primary Constituent Elements (“PCEs”)** have been described by  
18 the National Marine Fisheries Service for each life history stage of Southern Steelhead critical  
19 habitat as essential to the conservation of the species. (70 FR 52630). The general PCEs for  
20 steelhead are described below.

### 21 **3.2.1 Spawning**

22 Freshwater spawning sites with water quantity and quality conditions and substrate  
23 supporting spawning, egg incubation, hatching, and larval development.

### 24 **3.2.2 Rearing**

25 Freshwater rearing sites with water quantity and floodplain connectivity to form and  
26 maintain physical habitat conditions and support juvenile growth and movement; water quality  
27 and forage supporting juvenile development; and natural cover such as shade, submerged and  
28

1 overhanging large wood, large rocks and boulders, and juvenile and adult forage, including  
2 aquatic invertebrates and fishes, supporting growth and maturation.

### 3 **3.2.3 Migration**

4 Freshwater migration corridors free of passage obstruction with water quantity and quality  
5 conditions suitable for juvenile and adult movement and survival.

### 6 **3.2.4 Estuary**

7 Estuarine areas with water quality, water quantity, and salinity conditions suitable for  
8 juvenile rearing and the physiological transitions between fresh- and saltwater (smolting).

### 9 **3.2.5 Marine Areas**

10 Nearshore and offshore marine areas with water quality and quantity conditions and  
11 forage, supporting growth and maturation.

12 The SAC MA plays an important role in supporting the life-cycle needs of the Ventura  
13 River Steelhead Population. Particularly prior to the planned removal of Matija Dam, the SAC  
14 MA contains important habitat to support the Ventura River Steelhead Population. This role of  
15 SAC MA is described in more detail in the Management Plan section of this Physical Solution.

## 16 **3.3 Protection of Both Instream and Consumptive Uses**

17 The purpose of this Physical Solution is to protect both the reasonable and beneficial  
18 instream and consumptive uses in the SAC MA described above. Continued consumptive use of  
19 water from the SAC MA is essential to support human life, health and safety, and the Ventura  
20 County economy that is dependent on the SAC MA for this vital resource. At the same time, this  
21 Physical Solution establishes a commitment to maintain and enhance habitat quality and  
22 availability for the Ventura River Steelhead Population in the SAC MA that would not otherwise  
23 exist in natural conditions.

## 24 **4. PHYSICAL SOLUTION AND MANAGEMENT PLAN**

### 25 **4.1 Phasing of the Physical Solution and Consistency with SGMA**

26 The current habitat conditions in the SAC MA have developed over at least the past 150  
27 years, and implementing efforts to improve those habitat conditions will correspondingly take  
28

1 time. In recognition of the time scales involved, this Physical Solution is divided into two main  
2 phases.

3 The first phase of the Physical Solution is the **Initial Implementation Phase**, a period  
4 commencing upon the adoption of this Physical Solution and ending after the Matilija Dam is  
5 removed. During the Initial Implementation Phase, the **Management Entity** will implement the  
6 Management Plan, as defined herein, and will regularly update and manage it based on reliable  
7 new information. Progress will be documented in annual reports (“**Annual Report**”) to this  
8 Court, with a more comprehensive assessment and summary of cumulative management efforts in  
9 the Annual Report every five (5) years along with coordination of the Ojai GSP.

10 The second phase of this Physical Solution is the **Secondary Implementation Phase**, a  
11 ten-year period commencing at the end of the Initial Implementation Phase. During the  
12 Secondary Implementation Phase, the Management Entity will implement the Management Plan,  
13 as amended to reflect changed conditions during the Initial Implementation Phase, and will  
14 continue to regularly update the Management Plan based on new information. Progress and  
15 management will be documented in Annual Reports to the Court, with a more comprehensive  
16 assessment and summary of cumulative management efforts in the Annual Report every five (5)  
17 years. Based on the final Annual Report, the Court will hold a hearing to determine whether  
18 additional time is needed to achieve the **Management Objectives** and may amend this Physical  
19 Solution based on the results of that hearing.

20 The phasing of this Physical Solution is generally consistent with the timeframes of the  
21 **Sustainable Groundwater Management Act (“SGMA”)**. Although not required, aligning the  
22 timeframes of this Physical Solution with the timeframes of SGMA will promote consistency and  
23 efficiency between these two efforts. As reflected in Water Code section 10727.2, GSPs under  
24 SGMA must include measurable objectives, as well as interim milestones in increments of 5  
25 years, to achieve the sustainability goal in the basin within 20 years. Extensions of the 20-year  
26 sustainability goal may be granted.

1           **4.2    The SAC MA Management Plan**

2           A core feature and fundamental goal of this Physical Solution is the **Management Plan**  
3 (also referred to as the “**Plan**”), which requires the Management Entity to implement actions to  
4 maintain and improve habitat for the Ventura River Steelhead Population in the SAC MA, to  
5 monitor and report results and to revise management actions as appropriate.

6           Although rainfall and flow in the SAC MA and the entire Watershed can be highly  
7 variable from one year to the next, these variable conditions were present long before human  
8 development. The flora and fauna native to the Watershed have well-developed mechanisms  
9 particularly suited to thrive under a range of natural conditions if sufficient habitat is available.  
10 The most significant changes to the Watershed over the historical period (generally 1929 through  
11 2025) have been the construction of dams, water storage infrastructure, flood control  
12 infrastructure, increases in agricultural and urban development on riparian lands which resulted in  
13 corresponding degradation and loss of suitable habitat. Wildfires over this period also  
14 contributed to the degradation of habitats.<sup>5</sup> Historical flow records are available prior to 1959  
15 (pre-development conditions) and post-1959 (post-development conditions) in three critical  
16 reaches in the Watershed: Ventura River near Foster Park, lower San Antonio Creek, and North  
17 Fork Matilija Creek. The population of western Ventura County was substantially lower in the  
18 pre-development period, and most major water infrastructure projects were either new (Matilija  
19 Dam) or did not yet exist (e.g. Robles Diversion and Casitas Dam), and the habitat in those  
20 specific reaches, in normal and wet years, were previously reported to be occasionally supportive  
21 of the Ventura River Steelhead Population. By 1959, Matilija Dam, Casitas Dam, and the Robles  
22 Diversion Canal were all completed projects. Additionally, the human population in western  
23 Ventura County increased from 1960 through 2000. Flow metrics were the same or lower during  
24 the pre-development period as compared with the post-development period in the three critical  
25 reaches. Over this same period of time, however, habitat conditions suitable for the Ventura  
26

27 \_\_\_\_\_  
28 <sup>5</sup> See: <https://ojaihistory.com/major-ojai-fires/>.

1 River Steelhead Population have been degraded. This information suggests that habitat  
2 conditions, and not flow conditions alone, have affected the Ventura River Steelhead Population.

3 Accordingly, maintaining and improving suitable habitat conditions, including stream  
4 flows to sensitive areas, while still providing sufficient water for the health, safety and economy  
5 of the SAC MA’s beneficial users is the goal of this Physical Solution.

6 The actions required by the Management Plan are set forth below. During both the Initial  
7 Implementation Phase and the Secondary Implementation Phase, the Management Entity will  
8 continue to update the Plan based on new information.

9 **4.2.1 Management Objectives**

10 The Management Objectives are intended to maintain and improve suitable habitat for the  
11 Ventura River Steelhead Population within the SAC MA, while respecting water rights and  
12 balancing the other beneficial uses of water in the SAC MA.

13 **4.2.2 San Antonio Creek Conditions**

14 To measure progress toward the Management Objectives, it is beneficial to first define the  
15 current baseline conditions (“**Baseline Conditions**”) existing throughout the SAC MA.

16 The health and habitat needs of the Ventura River Steelhead Population vary within  
17 different portions of the SAC MA and the different life stage needs of the species within those  
18 different portions of the system. Maintaining, restoring and enhancing suitable habitat for the  
19 Ventura River Steelhead Population requires an understanding of suitability and quality of habitat  
20 pertinent to the life stage habitat requirements of this population. The SAC MA is subject to wide  
21 variations in precipitation, occasional flooding, periodic large natural disasters such as drought  
22 and wildfires, all of which significantly impact the surface water flow in the SAC MA, its water  
23 quality, and any Ventura River Steelhead Population. As a result of the natural environmental  
24 variability in freshwater and ocean conditions such as drought and low flow conditions, ocean  
25 upwelling, predation, variations in food availability within and among years, quality and  
26 availability of suitable habitat, and biological interactions with native and non-native species,  
27 there is high variability in *O. mykiss* population abundance within the SAC MA.

28

1 With suitable precipitation and natural geomorphic conditions, San Antonio Creek  
2 contains good spawning habitat, and relatively good habitat for young-of-the-year juvenile  
3 rearing, for resident rainbow trout and the overall steelhead population. However, there is a lack  
4 of rearing habitat for juveniles due to the limited number of pool habitat. The scarcity of pool  
5 habitat results in mortality or forces rearing juveniles to an early outmigration into the mainstem  
6 rearing habitat of the Ventura River. There is also generally insufficient habitat complexity for  
7 juvenile rearing *O. mykiss* that provides velocity refuges and cover, juvenile and adult steelhead  
8 holding and foraging sites, substrate for algal and macroinvertebrate production that are important  
9 to the food resources for juvenile *O. mykiss* growth and survival. The presence of *Arundo* is  
10 another limiting factor. An additional limiting factor in San Antonio Creek is the presence of  
11 fauna that, when unconstrained, trample the stream banks, causing sedimentation in the stream  
12 channel and potential spawning beds, reducing riparian vegetation and increasing nutrient and  
13 coliform loading to the creek.

#### 14 **4.2.3 Required Habitat Improvements**

15 The following specific actions are designed to maintain and improve suitable habitat for  
16 the Ventura River Steelhead Population. These actions are subject to Uncontrollable Conditions  
17 and applicable permitting requirements, including necessary permitting approvals by the National  
18 Marine Fisheries Service, U.S. Fish and Wildlife Service, CDFW, Ventura County Watershed  
19 Protection District, and other agencies. Additional management actions that do not interfere with  
20 implementation of this Plan can be proposed, sponsored and completed by the State Board,  
21 CDFW and other entities, provided such agencies continue to support all management actions in  
22 the Plan and ensure their implementation. At a minimum, the Management Entity shall pursue  
23 implementation of the following habitat improvements:

##### 24 **(a) Boulder Augmentation Pilot Project in San Antonio Creek**

25 This pilot project would install, modify or maintain boulder (or functionally equivalent  
26 clasts) material to create habitat features, among other benefits, at locations in San Antonio Creek  
27 to enhance juvenile and adult *O. mykiss* rearing habitat, improve protection and cover from  
28

1 predation, increase structural diversity of habitat, and increase holding habitat as a velocity refuge  
2 at higher flow, and over-summer rearing at lower flows. Generally, this project is considered a  
3 streambed modification and will require one or more permits from regulatory agencies and is  
4 therefore contingent on securing regulatory approvals.

5 **(b) Arundo Removal Program**

6 *Arundo donax* (giant reed) is a large, fast-growing and dense invasive plant that grows up  
7 to 25' tall along the edges of riparian habitat. When dry, Arundo poses a significant fire hazard.  
8 The goal of the Ojai Valley Land Conservancy (“OVLC”) is to support Arundo removal in the  
9 Watershed, including on San Antonio Creek. OVLC has received \$7,000,000 in grants from CAL  
10 FIRE and CDFW to fund Arundo removal efforts in the Watershed. OVLC represents that it will  
11 expend \$6,920,000 in remaining grant funds to support Arundo removal in the SAC MA and  
12 Mainstem of the Ventura River. OVLC is seeking approval from the U.S. Fish and Wildlife  
13 Service for a proposed Habitat Conservation Plan that would provide coverage for Arundo  
14 removal under the Endangered Species Act section 10. Additionally, the Ventura County  
15 Resource Conservation District holds CDFW Restoration Management Permit 2025-0013-R5,  
16 which may cover Responsible Parties for Arundo removal work through 2036.

17 OVLC, in coordination with the County of Ventura, will work to develop a fire abatement  
18 ordinance inclusive of Arundo removal within 180 days after Court approval of a Physical  
19 Solution. The County and OVLC will report to the Management Entity on progress of the  
20 ordinance.

21 On or before March 15 of each year OVLC shall provide the Management Entity with a  
22 summary of past year’s removal activities and current year forecasted activities for inclusion in  
23 the Annual Report, including results achieved, funds expended, and remaining funds on hand, as  
24 well as a summary of proposed activities in the current year.

25 **(c) Barriers to Steelhead Passage**

26 Within 180 days of entry of this Physical Solution CDFW, in collaboration with the  
27 Technical Advisory Committee (“TAC”) and other interested parties, shall commence an  
28

1 assessment of potential man-made barriers to Steelhead passage within the SAC Watershed. The  
2 TAC shall use existing surveys and professional judgment to prepare a list describing the  
3 following for each existing barrier:

- 4 1. Current ownership, maintenance, public and private uses;
- 5 2. Whether the barrier is complete, partial or not a Steelhead passage barrier;
- 6 3. Benefits of the existing barrier;
- 7 4. Estimated costs and funding options for barrier remediation;
- 8 5. Environmental impacts and benefits for barrier remediation;
- 9 6. Community impact of barrier remediation;
- 10 7. Feasibility of barrier remediation; and
- 11 8. Estimated timeline for remediation.

12 CDFW and the TAC shall complete a report of the assessment, including a prioritization  
13 list, within 18 months of entry of this Physical Solution and provide the report to the Management  
14 Entity. The Management Entity shall consider the report in connection with decisions on future  
15 management actions.

16 **(d) Non-Native Fish Management**

17 The Management Entity will consider any non-native fish management plan proposed by  
18 any party and approved by CDFW with an identified and approved source of funding. If a non-  
19 native fish management plan is approved by CDFW, CDFW shall submit the plan to the TAC for  
20 review and comment before submitting the plan to the Management Entity for consideration and  
21 approval. If a management plan is approved by the Management Entity, CDFW shall file a report  
22 with the Management Entity by March 15 of each year for inclusion in the Annual Report,  
23 summarizing the previous year's activities and results, and plans for the current year.

24 **(e) Rescue Plans and Procedures**

25 Due to the natural ephemeral and intermittent character of creeks within the SAC MA,  
26 Steelhead can become stranded in isolated pools during certain times of the year. CDFW shall use  
27 its existing authorities to evaluate rescue and relocation operations for stranded Steelhead in the  
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1 SAC MA when CDFW is notified of such stranded steelhead. Within 180 days after Court  
2 approval of the Physical Solution, CDFW shall approve and propose to the Management Entity a  
3 notification process for parties to call to report stranded Steelhead in the Watershed for CDFW to  
4 evaluate rescue and resolution operations. CDFW shall file an action report with the  
5 Management Entity by March 15 of each year for inclusion in the Annual Report, summarizing  
6 the previous year's relocation activities and results, and plans for the current year.

7 **(f) Population Protection**

8 Within one year after Court approval of this Physical Solution, CDFW, in collaboration  
9 with the parties, shall jointly develop a plan to increase and replace CDFW signage in key  
10 locations in the Watershed about fishing prohibitions and to better publicize existing procedures  
11 for notifying CDFW of illegal fishing via CALTIP. Implementation of the plan is subject to the  
12 identification of specific funding sources for the increased or replacement signage.

13 **(g) Anthropogenic Impacts**

14 Human impacts within the SAC Watershed can have a negative impact on Steelhead  
15 habitat and populations, including direct and indirect take of Steelhead. Within 180 days after  
16 entry of the Physical Solution, CDFW, in collaboration with parties having jurisdictional  
17 authority or control over specific public or private property where unlawful human impacts occur,  
18 shall have an initial meeting to discuss and develop a plan for a coordinated approach to abate  
19 human impact that are negatively impacting the SAC MA conditions related to steelhead  
20 recovery. A plan for a coordinated approach shall be developed within 18 months after Court  
21 approval of a Physical Solution and implemented thereafter.

22 **(h) Conservation Efforts**

23 Each party shall continue to implement all legally required water conservation measures.  
24 For agricultural parties, industry standard agricultural conservation measures shall continue to be  
25 implemented. This provision does not address nor impair in any manner the water rights claims  
26 of the parties and does not specify a specific water consumption amount for agricultural parties.  
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**(i) Other Self-Funded Projects**

Any Party may present a habitat improvement project for consideration by the TAC and Management Entity. The proposed project should be based on sound scientific principles, describe the project in detail including required permits, project partners or sponsoring entities, projected benefits, time-line for implementation, a well-developed budget and identified source of funding.

**(j) Operations, Maintenance, and Monitoring for Projects**

For each project identified herein, the Management Entity or other responsible Party shall, as part of implementation, provide conditions for long-term operations, maintenance, and monitoring. Provisions for operations, maintenance, and monitoring shall be included in the design of each project, and the Management Entity shall ensure that sufficient funding is provided for such operations, maintenance and monitoring prior to approval.

**4.2.4 Required Historical Flow Condition Protections**

Precipitation in the SAC MA is highly variable both spatially and temporally. Because of the extreme variability in precipitation timing and amount in the SAC MA, streamflow in San Antonio Creek is also highly variable year-to-year and within a given year, independent of consumptive uses. The Ventura River Steelhead that have adapted to this variability in flow and have survived in San Antonio Creek have done so with population cycles that are higher during wet periods and lower during extended dry conditions. Accordingly, the natural precipitation cycle, in combination with the implementation of other Plan elements, should be sufficient, barring **Uncontrollable Conditions**, to maintain and improve suitable habitat conditions to support the Ventura River Steelhead Population.

Studies by the OBGMA indicate that recharge to the Southwest Upper Saturated Zone aquifer from applied irrigation water in the Ojai Basin enhances natural flow into San Antonio Creek.

The Management Entity will monitor flows at Camp Comfort and when it appears imminent that flows may drop below 0.5 cfs, the Management Entity will conduct a survey for

1 stranded steelhead and will then report findings to the CDFW representatives to assist the  
2 Department’s practice of rescue and relocation operations.

3 Current challenges to the Ventura River Steelhead Population are linked most directly to  
4 loss of suitable habitat and access thereto. The main actions required by the Management Plan  
5 thus focus on improvements to suitable habitat and access to suitable habitat.

#### 6 **4.2.5 Monitoring and Reporting Plan**

7 The Management Entity shall implement the multi-element *O. mykiss* Monitoring and  
8 Reporting Plan (“**Monitoring and Reporting Plan**”) attached as Exhibit “F.”

### 9 **4.3 Physical Solution Management Structure**

#### 10 **4.3.1 Appointment of Casitas MWD to Manage Implementation of Physical** 11 **Solution**

12 The Court appoints Casitas MWD to manage implementation of this Physical Solution.  
13 The Management Entity will implement this Physical Solution in all areas of the SAC MA other  
14 than the areas within the exclusive jurisdiction of OBGMA. The SAC MA is entirely within  
15 Casitas MWD’s existing boundaries. There is a portion of the SAC MA that is outside of Casitas  
16 MWD’s boundaries; however, this land is largely open space, mountainous areas managed by the  
17 U.S. Forest Service and the federal government was not included in the Cross-Complaint. The  
18 SAC MA boundary is unique to this Physical Solution and does not alter any existing boundaries  
19 defined and used outside this Physical Solution.

20 Casitas MWD will manage the land area within the SAC MA that drains to San Antonio  
21 Creek. This area extends from the confluence between San Antonio Creek and the Ventura River  
22 in the southwest up to the northeastern portion of the Watershed where it fans out within the  
23 Topatopa Mountains. It includes all of the Ojai Valley Groundwater Basin, the western half of  
24 the Upper Ojai Valley Groundwater Basin and the other areas outside of any basin but that drain  
25 to San Antonio Creek; provided, however, that it does not include an approximate 2-square mile  
26 part of the eastern portion of the Upper Ventura River Groundwater Basin, and the portion of the  
27 Upper Ojai Valley Groundwater Basin that does not drain toward San Antonio Creek. Casitas  
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1 MWD shall implement its management obligations consistent with the **Upper Ojai Basin**  
2 **Autonomy Provisions** of this Physical Solution.

3 Subject to this Court’s continuing jurisdiction and oversight, Casitas MWD shall, as “an  
4 arm of the Court,” have the powers and duties set forth in this Physical Solution and shall assist  
5 the Court in implementing the requirements of this Physical Solution within its Management  
6 Area, as provided herein.

7 The powers and duties of the Management Entity as set forth in this Physical Solution  
8 derive from this Court’s inherent authority to adopt the Physical Solution and to appoint entities  
9 to assist the Court in implementing the Physical Solution. Nothing in this Physical Solution  
10 limits or removes other powers and duties of the Management Entity that derive from their  
11 organic laws, SGMA or other applicable law. To the extent those other powers of the  
12 Management Entity assist them in achieving the obligations under the Physical Solution, the  
13 Management Entity may employ those powers as applicable to help implement this Physical  
14 Solution. Moreover, nothing in this Physical Solution changes the Court’s powers to review  
15 actions of OBGMA under SGMA or other laws, or alters the standard of review that would apply  
16 to any court review of those actions under SGMA or other laws.

17 **4.3.2 Powers and Duties of Management Entity**

18 The Management Entity shall have all of the powers, duties, and responsibilities set forth  
19 in this Physical Solution within the SAC MA. The Management Entity shall implement these  
20 powers, duties, and responsibilities in an impartial manner without favor or prejudice to any  
21 Bound Party. Subject to the continuing supervision and control of the Court, and without  
22 derogation or impairment of any of their independent powers, the Management Entity shall have  
23 and may exercise within the SAC MA the following express powers and duties, together with  
24 implied powers necessary to implement the express powers and duties, and any specific powers  
25 and duties set forth elsewhere in this Physical Solution or subsequently ordered by the Court:  
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**(a) Manner of Conducting Management Entity Business**

Because the Management Entity is appointed by and serves at the pleasure of this Court, it is not a “legislative body” under the Brown Act. However, because the Management Entity is subject to the Brown Act in its primary capacity as a municipal water district, its meetings and operations may follow such requirements when acting in its capacity as Management Entity. In general, it is anticipated, but not required, that the Management Entity will implement its duties under this Physical Solution using the same procedures it otherwise uses to discharge its obligations as a California municipal water district.

**(b) Primary Duty: Implementation of Management Plan within the SAC MA (Subject to Autonomy Provisions)**

The primary duty of the Management Entity is to implement the Management Plan, the Monitoring Plan and this Physical Solution within the SAC MA subject to the Autonomy Provisions for the Basins. To achieve this primary duty, the Management Entity shall have such powers as are necessary to directly or through contract construct or cause the construction of the projects identified in the Management Plan, conduct or cause the conducting of monitoring, to gather data, and to take other actions as needed to cause compliance with the Management Plan and this Physical Solution.

**(c) Autonomy and Self-Management Provisions**

A core concept of this Physical Solution, consistent with the express intent of SGMA, is to preserve local management of water resources within an overarching framework that is designed to maintain and improve the habitat for the Ventura River Steelhead Population. To that end, this Physical Solution recognizes and preserves the autonomy of Parties within the Upper Ojai Basin to self-manage their activities. The Management Entity retains its authority to manage activities but must do so with regard to this area as provided herein. Parties within the SAC MA will remain responsible to the Management Entity for reporting and other administrative obligations established in this Physical Solution; however, the Parties will maintain local autonomy within the structure of this Physical Solution.

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**(i) Upper Ojai Basin Autonomy Provisions**

The Upper Ojai Valley Groundwater Basin is the smallest of the four basins in the Watershed and has unique physical features that are conducive to local self-management. Portions of the Upper Ojai Basin drain to the adjacent Santa Clara River Watershed. Under wet year conditions Surface Water flows from Lion Canyon Creek to San Antonio Creek and then to the Ventura River. The relationship, if any, between Groundwater in the Upper Ojai Basin and Surface Water in Lion Canyon Creek is unknown at this time due to the sparse population, predominance of dry farming methods, and comparatively extensive use of imported water supplies from Casitas MWD.

The Upper Ojai Basin consists of small Producers and Groundwater production within the Basin is not currently managed. Therefore, the Management Entity shall, as applicable, oversee the implementation of this Physical Solution within the portion of the basin located within the Watershed and related portions of the Watershed adjacent to the basin. Parties in this area, however, may develop self-management objectives and propose them to the Management Entity for approval. Once approved, those minimum standards shall govern within this portion of the Watershed. Should sound scientific evidence demonstrate that Groundwater Production in the Basin has a negative impact on flows in San Antonio Creek that are harmful or public trust resources, the Management Entity may institute demand reduction programs as needed.

**(d) Annual Administrative Budget**

The Management Entity shall prepare a proposed administrative budget each year covering its operations, including, without limitation, costs of other needed consultants and personnel. The Management Entity shall adopt its administrative budget at a public hearing. Following the adoption of its administrative budget, the Management Entity may make expenditures within budgeted items in the exercise of the powers herein granted. The annual Management Entity administrative budget shall be separate from any budgets prepare related to their other functions, although they can be adopted concurrently with and may be generally coordinated with other budgets for efficiency purposes. For illustration purposes, a Casitas MWD

1 Fisheries' Budget for FY 2025-2026 is attached as Exhibit "G". Casitas MWD anticipates the  
2 need to hire one additional full-time employee to administer the additional Management Entity  
3 responsibilities at a cost of \$160 - \$180,000 per year and that the currently identified projects  
4 within the SAC MA can be implemented within its existing water rate structure.

5 (e) **Employment of Experts, Agents, or Contractors**

6 The Management Entity may employ, contract with, or otherwise engage such  
7 administrative personnel, engineering, biological, legal, accounting, or other specialty services,  
8 and consulting assistants as appropriate to carry out the terms of this Physical Solution, as  
9 authorized and appropriated in the annual budget.

10 (f) **Monitoring**

11 The Management Entity may conduct monitoring, or cause such monitoring to be  
12 conducted, as necessary to assess compliance with the Physical Solution, to develop additional  
13 data to inform future management decisions or as otherwise required. Such monitoring may  
14 include, but is not limited to, groundwater monitoring, surface water monitoring, biological  
15 monitoring, habitat monitoring, project specific monitoring, or other monitoring as the  
16 Management Entity deems necessary.

17 (g) **Maintenance of Notice List**

18 The Management Entity, in coordination with the City or Mainstem Management Entity  
19 shall maintain a current list of Bound Parties located within the SAC MA to receive notice. Each  
20 Bound Party shall, depending on location, have an affirmative obligation to provide the  
21 Management Entity with their current contact information. Any Person may be added to the  
22 notice list by electronic written request. Whenever any parcel of property that is subject to this  
23 Judgement is transferred, the grantor of the property shall notify the grantee of the existence of  
24 this Physical Solution, and the grantee shall provide the Management Entity with its current  
25 contact information.

1 (h) **Production Reports; Development of Production Inventory;**  
2 **New Production**

3 Certain Bound Parties within the Ojai Basin already file annual **Production Reports** with  
4 the OBGMA based on existing law. Those Bound Parties shall continue to file such Production  
5 Reports to the OBGMA as required by existing law. In addition, every Bound Party, other than  
6 Exempt Parties, who is required to file a Production Report with any federal, state or local entity,  
7 other than the Management Entity, must provide a copy of that Production Report to the  
8 Management Entity at the time of filing the annual Production Report with the applicable federal,  
9 state or local entity. If the Management Entity identifies Production by a Bound Party, other than  
10 an Exempt Party, that does not currently file any Production Report, the Management Entity may  
11 require that Bound Party to file a Production Report with it in a format required by the  
12 Management Entity. In implementing this requirement, the Management Entity are instructed to  
13 avoid duplications of effort, and it is anticipated that the annual Production Report will not be a  
14 new requirement for the majority of Bound Parties.

15 The Management Entity shall use these Production Reports to develop and maintain a  
16 **Production Inventory** for the purpose of documenting total Production within the SAC MA.  
17 Information about the Production Inventory and changes thereto shall be included in the Annual  
18 Report.

19 Any Bound Party or **Non-Producer** seeking to commence **New Production** from the  
20 SAC MA shall give notice to the Management Entity of the proposed New Production before  
21 seeking a Production-related permit or license (e.g., new well permit or appropriative water right)  
22 from any applicable local or state authority. The Management Entity shall evaluate whether the  
23 commencement of such New Production would unreasonably interfere with this Physical  
24 Solution. The Management Entity may impose reasonable mitigation or other requirements on  
25 the proposed New Production to ensure that it is consistent with this Physical Solution. Any  
26 decision of the Management Entity regarding the New Production is subject to judicial review  
27 pursuant to the Court's continuing jurisdiction.  
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**(i) Exempt Parties**

An Exempt Party is any Party that Produces less than five (5) AFY within the SAC MA. To qualify as an Exempt Party, a Producer shall file an Exempt Party certification with the applicable Management Entity, under penalty of perjury. Thereafter, each qualified Exempt Party shall have a continuing duty to report to the Management Entity any annual Production that equals or exceeds five (5) AFY. The Management Entity shall have the authority and discretion to require Exempt Parties within their SAC MA to report any Production in annual Production Reports. Exempt Parties may also voluntarily elect to file annual Production Reports with the Management Entity to document their historical water Production. The Management Entity may develop forms and procedures for Exempt Party certification and reporting.

An Exempt Party must report to the Management Entity any changes in their diversions or extractions that exceed five (5) AFY. Water extracted or diverted for use in active fire suppression or to protect public safety, will not count toward the five (5) AFY limit for Exempt Parties remain subject to the Court’s continuing jurisdiction to address changed circumstances and effectuate the terms and obligations of any final judgment.

Nothing in this Physical Solution changes the obligation of an Exempt Party to comply with any requirement of SGMA, the orders or directives of OBGMA and its reporting requirements, or the requirements of the Ojai Basin's approved Groundwater Sustainability Plan.

**(j) Unauthorized Actions**

The Management Entity shall have the power to bring such actions or file such motions with this Court as are necessary to enjoin any conduct prohibited by this Physical Solution.

**(k) Preparation of the Annual Report**

The Management Entity shall prepare an Annual Report that includes information on the activities of the Management Entity and information sufficient to document the status of the habitat conditions suitable for the Ventura River Steelhead Population, as set forth in this Physical Solution. At a minimum, the Annual Report shall include the following information: (a) summary of Management Entity activities; (b) fiscal report of the preceding year’s operations,

1 including revenue and expenditures; (c) the general condition of habitat suitable for the Ventura  
2 River Steelhead Population as compared to Baseline Conditions; (d) a summary of Management  
3 Plan elements implemented in the preceding year; (e) production reports for the SAC MA; (f)  
4 evaluation of any notices of New Production; and (g) any other information necessary to assess  
5 implementation of the Physical Solution and to comply with the requirements of the Management  
6 Plan. The Annual Report shall be prepared, considered by the Management Entity and filed with  
7 the Court in accordance with this Physical Solution. The Management Entity shall seek to  
8 coordinate the Annual Report with other reports prepared by the OBGMA under SGMA. The  
9 Management Entity shall also seek to coordinate the Annual Report with any other annual reports  
10 required for any physical solution for the remaining portions of the Watershed and final judgment  
11 in this Action.

12 The first Annual Report shall be filed on or before July 1 following the first full year after  
13 entry of this Physical Solution, and then annually thereafter. The Management Entity to provide  
14 public notice to all Bound Parties that a draft of the Annual Report is available for review and  
15 shall make the Annual Report available on a web site available to all Bound Parties.

16 At least every five (5) years, the Annual Report shall include a summary of long-term  
17 monitoring trends and management actions taken or to be taken by the Management Entity.  
18 These Annual Reports may be referred to as the 5, 10, 15 and 20-Year Annual Reports.

### 19 **4.3.3 Monitoring and Reporting of Conditions in San Antonio Creek**

#### 20 **(a) Monitoring Habitat Conditions**

21 The Management Entity shall monitor habitat conditions in San Antonio Creek suitable  
22 for the Ventura River Steelhead Population using the criteria established in accordance with the  
23 Management Plan.

#### 24 **(b) Measuring Devices**

25 The Management Entity may install any additional measuring devices to monitor water  
26 quality, instream flows and water surface elevations, or to measure water Production in the  
27 Watershed.

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1 (c) **Data, Estimates, and Procedures**

2 The Management Entity shall rely on and use the best available science, records, and data  
3 to support the implementation of this Physical Solution. Where actual records or data are not  
4 available, the Management Entity shall rely on and use sound scientific and engineering  
5 estimates. The Management Entity may use preliminary records of measurements, and, if  
6 revisions are subsequently made, may reflect such revisions in subsequent accounting.

7 **4.3.4 Groundwater Management of the Ojai Basin by OBGMA**

8 The OBGMA is, by statute, the exclusive Groundwater management entity in the Ojai  
9 Basin and will remain so under this Physical Solution, consistent with the requirements of  
10 SGMA, the Adjudication Statutes and OBGMA’s organic law. OBGMA is a special district  
11 created by the California Legislature in 1991 through Senate Bill No. 534. OBGMA is  
12 responsible for managing the supply and demand in the Ojai Basin for the protection and common  
13 benefit of agricultural, municipal, and industrial water users within the Ojai Basin and has done  
14 so since 1991. OBGMA possesses both express and implied powers, including, but not limited  
15 to, powers to act both within and outside the Ojai Basin to achieve its purposes. OBGMA is  
16 governed by a five (5) member Board of Directors comprising representatives from each of the  
17 following entities or categories: the Ojai Water Conservation District; the City of Ojai; Casitas  
18 MWD; a representative of a small water company; and the Casitas-Ojai Community Facilities  
19 District (formerly Golden State Water Company).

20 Pursuant to Water Code section 10723(c)(1)(L), OBGMA is the exclusive local agency  
21 assigned to implement SGMA for the Ojai Basin. As such, OBGMA serves as the GSA for the  
22 Ojai Basin. In this role, OBGMA has obtained timely approval from DWR of the Ojai GSP. In  
23 Management Action No. 4 of the Ojai GSP, OBGMA acknowledges the pendency of the Action  
24 and the possible development of a physical solution. It recognizes that the primary expected  
25 benefit of any physical solution would be enhancement of the Southern California Steelhead  
26 population in the Watershed, including in San Antonio Creek. The Ojai GSP further states that  
27 the data collected under any physical solution may fill data gaps and improve understanding of  
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1 hydrogeology of the Ojai Basin. Likewise, the Ojai GSP contains monitoring and data collection  
2 efforts that would help inform management decisions under this Physical Solution.

3 The Management Entity will coordinate with OBGMA regarding its independent  
4 management obligations under SGMA and implementation of the GSP so that implementation of  
5 this Physical Solution is not inconsistent with and supports the efforts of OBGMA, and that the  
6 efforts of OBGMA supports, as appropriate, implementation of this Physical Solution.

7 **4.4 Special Role of State Board and CDFW**

8 The State Board and CDFW are Bound Parties to this Physical Solution, but they have  
9 certain specific rights in addition to the rights of other Bound Parties. Specifically, the State  
10 Board and the CDFW shall have the following specific rights not possessed by the other Bound  
11 Parties:

12 **4.4.1 Regular Technical Input On Projects.**

13 The Management Entity shall, prior to implementing any specific project under this  
14 Physical Solution, provide the State Board and CDFW with an opportunity to participate in,  
15 review and comment on the design, construction and assessment of performance of the habitat  
16 enhancement the project. The Management Entity must consider any written comments  
17 submitted by the State Board and CDFW. The State Board and CDFW must employ their  
18 technical knowledge in a manner supportive of achieving the goals of this Physical Solution. The  
19 State Board and CDFW may also propose to the Management Entity and sponsor additional  
20 habitat and stream flow improvement and monitoring programs for the Steelhead within the SAC  
21 MA, provided such programs are self-funding.

22 **4.4.2 Permitting Authority and Permit Streamlining**

23 The State Board and CDFW retain their regular permitting authority, including the habitat  
24 projects to be permitted under this Physical Solution. The State Board and CDFW are  
25 encouraged to develop and implement streamlined approaches to using their permitting authority  
26 to support the goals of the Physical Solution, including expedited review processes and pre-  
27 approval of specific projects identified in the Physical Solution.

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1           **4.5    Technical Advisory Committee**

2           The TAC, a 3-person technical advisory committee, is hereby established consisting of  
3 technical experts appointed by the City of Ojai, the County of Ventura and Ojai Basin  
4 Groundwater Management Agency within 180-days after the Court adopts this Physical Solution.

5                 **4.5.1** The Committee members shall be compensated by and serve at the pleasure  
6 of their respective appointing agencies. The appointees shall have the requisite technical  
7 education, training and experience to evaluate and make recommendations to the Management  
8 Entity regarding technical issues related to implementation of the Plan, including potential new  
9 habitat projects.

10                **4.5.2** The TAC shall establish a regular meeting cycle, and regular time and place  
11 to conduct its meetings which shall be open to the public. The TAC shall post Agendas in  
12 advance of the meetings and keep minutes of its meetings in substantially compliance with the  
13 Brown Act.

14   **5.    COMPLIANCE WITH THE PHYSICAL SOLUTION; INJUNCTION,**  
15   **CONTINUING JURISDICTION AND DISPUTE RESOLUTION; RESOLUTION**  
16   **AND RESERVATION OF RIGHTS**

17                **5.1    Compliance with Physical Solution**

18           Each and every Bound Party, its officers, directors, agents, employees, successors, and  
19 assigns is prohibited, enjoined and restrained from (1) Producing water from the Ojai and Upper  
20 Ojai Valley Groundwater Basins except in accordance with the requirements of this Physical  
21 Solution, and (2) otherwise violating the terms of this Physical Solution. The Bound Parties must  
22 comply with the terms of Physical Solution, may not act or use their powers in any way that  
23 conflicts or interferes with the provisions of the Physical Solution, and are subject to the Court’s  
24 continuing jurisdiction as set forth in this Physical Solution and in accordance with *California*  
25 *American Water v. City of Seaside* (2010) 183 Cal.App.4th 471 and its progeny.

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1           **5.2 Continuing Jurisdiction**

2           The Court retains and reserves full jurisdiction, power, and authority for the purpose of  
3 enabling the Court, upon motion of a Bound Party, to make such further or supplemental order or  
4 direction as may be necessary or appropriate to interpret, enforce, administer, or carry out this  
5 Physical Solution, and to provide for such other matters as are not contemplated by this Physical  
6 Solution, which might occur in the future, and which if not provided for would defeat the purpose  
7 of this Physical Solution. The quantification of individual rights and declaration of relative  
8 priorities among the Bound Parties is expressly reserved, without prejudice, for future  
9 determination as may be required by the Court at a later date, as necessary to maintain and  
10 implement the Physical Solution.

11           **5.3 Specific Roles of the Court in Implementation of Physical Solution**

12           Without derogation of any other exercise of the Court’s continuing jurisdiction, the Court  
13 shall have the following specific roles in the implementation of the Physical Solution:

14                   **5.3.1 Court Removal of Management Entity**

15           The Court retains and reserves full jurisdiction, power, and authority to withdraw its  
16 appointment of the Management Entity, for good cause, or when the Management Entity is no  
17 longer able or willing to continue performing the duties assigned herein, and to substitute a new  
18 entity in its role.

19                   **5.3.2 Court Review of Decisions of the Management Entity**

20           Any final decision of the Management Entity pursuant to this Physical Solution shall be  
21 subject to review by the Court on its own motion or on the timely motion by any Bound Party as  
22 described herein. The Court’s power to review extends to the Management Entity’s decisions,  
23 and nothing in this Physical Solution provides the Court with authority it does not already possess  
24 to review actions of the OBGMA under SGMA.

25                   **(a) Effective Date of Management Action**

26           Any final decision of the Management Entity pursuant to this Physical Solution shall be  
27 deemed to have occurred on the date of the order or decision.

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**(b) Notice of Motion**

Any Bound Party may move the Court for review of a final decision of the Management Entity pursuant to this Physical Solution by way of noticed motion, upon at least 30 days' notice thereof. The motion shall be served on all Bound Parties and the Management Entity. Unless ordered by the Court on its own motion, or by request of a Bound Party, any such motion shall not operate to stay the effect of any final decision which is challenged. To have standing to bring such a motion, a Bound Party must have participated in the applicable administrative proceedings of the Management Entity regarding the final decision in question or make an adequate showing as to why such participation was impractical or futile.

**(c) Time of Motion**

A Bound Party must file a motion to review any final action or decision of the Management Entity within ninety (90) days after a final decision.

**(d) Standard of Review**

The Court's review of determinations of the Management Entity under this Physical Solution shall be de novo.

**(e) Decision**

The decision of the Court in such proceedings shall be an appealable supplemental order in this Action. When the Court's decision is final, it shall be binding upon the Management Entity and the Bound Parties.

**5.3.3 Process to Resolve Other Disputes Under Physical Solution**

Except as discussed herein, all disputes arising under this Physical Solution, including those related to the habitat condition suitable for the Ventura River Steelhead Population, shall initially be submitted to the Management Entity for resolution in accordance with this section. Any Bound Party may file a written request with the Management Entity to hold a hearing on a dispute.

Upon receipt of the written request, the Management Entity shall cause an item to be placed on the agenda for a regularly-scheduled meeting of the Management Entity within forty-

1 five (45) days, or if requested by the moving party, call a special meeting for the purpose of  
2 providing a full hearing of the dispute and providing the interested Bound Parties with notice and  
3 opportunity to be heard. No later than thirty (30) days following the conclusion of the hearing(s),  
4 the Management Entity shall issue a written decision that is dispositive of the dispute and that is  
5 supported by written findings. Any Bound Party may seek review of an adverse decision of the  
6 Management Entity in accordance with the provisions of this Physical Solution. This section  
7 does not apply to any dispute wherein any Party seeks a determination of the relative priority  
8 rights to water in the Watershed or to establish a comprehensive adjudication of water rights in  
9 the Watershed, which shall be resolved solely by the Court.

10 The Management Entity may coordinate to develop additional processes designed to  
11 resolve written requests prior to the hearing and final decision of the Management Entity.

#### 12 **5.3.4 Uncontrollable Conditions**

13 The Ojai and Upper Ojai Valley Groundwater Basins face significant threats from climate  
14 change, natural catastrophes, drought conditions, water shortages, and similar external factors that  
15 are beyond the ability of the Bound Parties to control. In addition, implementation of the  
16 Physical Solution requires, in certain cases, approval of other governmental agencies not party to  
17 this Physical Solution. Finally, an amount of reasonable and beneficial use of water from the  
18 Watershed is necessary to sustain existing human populations and uses. If implementation of any  
19 requirement of the Physical Solution becomes impracticable due to an Uncontrollable Condition,  
20 the Bound Parties will not be considered to be in violation of this Physical Solution for the period  
21 of time in which the Uncontrolled Condition prevents performance. As used in this Physical  
22 Solution, an “Uncontrollable Condition” is any circumstance beyond the Bound Parties’  
23 reasonable control, including without limitation, any act of God, war, fire, earthquake, flood,  
24 windstorm, drought or natural catastrophe, including wildfire and climate change; the need to  
25 provide an amount of reasonable and beneficial consumptive use of water from the Basins;  
26 criminal acts; civil disturbance, pandemic, vandalism, sabotage, or terrorism; restraint by court  
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1 order or public authority or agency; or action or non-action by, or inability to obtain the necessary  
2 funding, authorizations or approvals from any governmental agency.

3 **5.4 Settlement of Disputed Claims**

4 The Parties stipulate and the Court finds that this Physical Solution sufficiently resolves  
5 the current competing claims among the Bound Parties, and that it is not necessary at this time  
6 for the Court to determine the relative priority rights to water in the Watershed pursuant to other  
7 causes of action in the Amended Cross-Complaint or at this time to establish a comprehensive  
8 adjudication of water rights in the SAC Watershed.

9 The duties, obligations, monitoring and management actions described in the Physical  
10 Solution are voluntarily undertaken to resolve disputes and efficiently manage the scarce water  
11 resources within the Watershed. The Court has not and need not at this time resolve the question  
12 of whether such lands derivative of Mexican Land Grants are encumbered by the public trust  
13 easement (See *Summa Corp. v. California ex rel. State Lands Com'n*, (1984) 466 U.S. 198), such  
14 claims and defenses being expressly reserved by the Parties.

15 **6. MISCELLANEOUS PROVISIONS**

16 **6.1 Actions Not Subject to CEQA**

17 Nothing in this Physical Solution, or in the procedural implementation thereof, or the  
18 decisions of any entity acting under the authority of this Physical Solution, including the  
19 Management Entity, shall be deemed a “project” subject to CEQA. (See e.g., *California*  
20 *American Water v. City of Seaside* (2010) 183 Cal.App.4th 471, and *Hillside Memorial Park &*  
21 *Mortuary v. Golden State Water Co.* (2011) 205 Cal.App.4th 534). No Board, committee, or  
22 entity, including without limitation the Management Entity, formed pursuant to this Physical  
23 Solution shall be deemed a “public agency” subject to CEQA. (See Public Resources Code §  
24 21063.) Individual projects called for in this Physical Solution and implemented by the  
25 Management Entity or one or more Parties must be reviewed for required compliance with  
26 CEQA, however.

1           **6.2 Designation for Notice and Service**

2           Each Bound Party shall designate a name, address, and email address to be used for  
3 purposes of all subsequent notices and service herein, either by its endorsement on this Physical  
4 Solution or by a separate designation to be filed within thirty (30) days after entry of this Physical  
5 Solution. A Bound Party may change its designation by filing a written notice of such change  
6 with the Management Entity. If no designation is made, a Bound Party’s designee shall be  
7 deemed to be, in order of priority: i) the Bound Party’s attorney of record; ii) if the Bound Party  
8 does not have an attorney of record, the Bound Party itself at the address specified on the  
9 appropriate Management Entity’s list.

10           **6.3 Transfer of Real Property**

11           Any Bound Party transferring any real property subject to this Physical Solution shall  
12 notify the transferee of the existence of the Physical Solution and its binding effect on the real  
13 property; provide grantee with a copy of the Physical Solution; and notify the Management Entity  
14 of the transfer and file a written notice of transfer within ten (10) days after the transfer of the real  
15 property, stating the name, address, email address, and other contact information of the transferee.  
16 Transferee shall become a Bound Party, and if necessary, the City shall take steps necessary to  
17 substitute the transferee as a Cross-Defendant pursuant to section 368.5.

18           **6.4 Service of Documents**

19           Unless otherwise ordered by the Court, delivery to or service to any Bound Party by the  
20 Court or any Bound Party of any document required to be served upon or delivered to any Bound  
21 Party pursuant to this Physical Solution shall be deemed made if by electronic service. All  
22 notices or service of documents pursuant to this Physical Solution by the Management Entity or  
23 any Bound Party will be made by electronic mail to the greatest extent feasible.

24           **6.5 No Abandonment of Rights**

25           In the interest of the Ojai and Upper Ojai Valley Groundwater Basins, and consistent with  
26 the principles of reasonable and beneficial use, and the public trust, no Bound Party shall use  
27 more water than is reasonably required. Failure to use all of the water from the Ojai and Upper  
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1 Ojai Valley Groundwater Basins to which a Bound Party is entitled shall not, in and of itself, be  
2 deemed or constitute an abandonment of such Bound Party's right, in whole or in part.

3 **6.6 Intervention after Entry of Physical Solution**

4 Any Person who is not a Bound Party or successor to a Bound Party and who proposes to  
5 produce water from the SAC Watershed is required to seek to become a Party subject to this  
6 Physical Solution through a noticed motion to intervene in this Physical Solution prior to  
7 commencing any Production. Thereafter, if approved by the Court, such intervenor shall be a  
8 Bound Party in this Physical Solution.

9 **6.7 Physical Solution Binding on Successors**

10 Subject to the specific provisions contained in this Physical Solution, this Physical  
11 Solution applies to and is binding upon, and inures to the benefit of the Bound Parties to this  
12 Action and all their respective heirs, successors-in-interest, and assigns.

13 **6.8 Costs and Fees**

14 Except subject to any existing court orders, each Bound Party shall bear its own costs and  
15 attorney's fees arising from the Action.

16 **6.9 Heading and Section References**

17 Captions and headings appearing in this Physical Solution are inserted solely as reference  
18 aids for ease and convenience; they shall not be deemed to define or limit the scope or substance  
19 of the provisions they introduce, nor shall they be used in construing the intent or effect of such  
20 provisions.

21 **6.10 No Third Party Beneficiaries**

22 There are no intended third-party beneficiaries of any right or obligation of the Bound  
23 Parties.

24 **6.11 Severability**

25 Except as specifically provided herein, the provisions of this Physical Solution are  
26 dependent and not severable.

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**6.12 Cooperation and Further Acts**

The Bound Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Physical Solution.

**6.13 Exhibits and Other Writings**

Any and all exhibits, documents, instruments, certificates or other writing attached hereto or required or provided for by this Physical Solution, shall be part of this Physical Solution and shall be considered set forth in full at each reference thereto in this Physical Solution.

**6.14 No Limitation on Statutory Authority.**

Except as provided in this Physical Solution, the Physical Solution does not affect or limit the authority of any Bound Party to fulfill its statutory, regulatory, or contractual responsibilities under applicable law, including, but not limited to, the exercise of statutory authority by the State Board, CDFW, the Ventura County Watershed Protection District (VCWPD) in implementing Ordinance No. WP-2, and any public agency implementing SGMA, provided that no Bound Party may violate the Physical Solution’s terms as implemented and as may be modified by the Court.

GOOD CAUSE APPEARING, IT IS SO ORDERED

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
The Honorable William F. Highberger  
Judge of the Superior Court  
County of Los Angeles

**Exhibit A — Defined Terms**

1. **Action**. Los Angeles Superior Court Case No. 19STCP01176. The Action includes the Amended Cross-Complaint and Amended Complaint.
2. **AF**. Acre-feet
3. **AFY**. Acre feet per year.
4. **Amended Complaint**. Channelkeeper’s First Amended Complaint and Petition in this Action.
5. **Amended Cross-Complaint**. The City’s Third Amended Cross-Complaint as thereafter amended in this Action.
6. **Annual Report**. The Annual Report prepared by the Management Entity to be filed with the Court, as more particularly described this Physical Solution. At least every five (5) years, the Annual Report shall include a summary of long-term monitoring trends, and management actions taken or to be taken by the Management Entity. These Annual Reports may be referred to as the 5, 10, 15 and 20-Year Annual Reports.
7. **Baseline Condition**. The conditions in the San Antonio Creek Management Area defined in Section 4.2.2 of this Physical Solution.
8. **Basins**. The Ojai Basin and the Upper Ojai Basin, as more particularly described in this Physical Solution.
9. **Bound Parties**. The Parties and property bound by this Physical Solution and their successors. This includes persons served a summons or a notice, owners of real property overlying the Basins, the State Water Resources Control Board, the California Department of Fish and Wildlife and any other Person joining this adjudication.
10. **Casitas MWD**. Cross-Defendant Casitas Municipal Water District.
11. **CESA**. California Endangered Species Act

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- 12. **CEQA**. The California Environmental Quality Act, Public Resources Code, section 21000, *et seq.*
- 13. **cfs**. Cubic feet per second.
- 14. **City**. Cross-Complainant City of San Buenaventura.
- 15. **City Settlement**. The settlement agreement executed by Channelkeeper and the City on September 30, 2019, as amended on August 20, 2020.
- 16. **Complaint**. The Complaint and Petition for Declaratory Relief and a Writ of Mandate filed by Channelkeeper in the County of San Francisco Superior Court (Case No. CPF-14-513875), and as thereafter amended in this Action.
- 17. **Comprehensive Adjudication Statutes**. Code of Civil Procedure section 830 *et seq.*
- 18. **Cross-Defendants**. Those Parties named as defendants in the Amended Cross-Complaint and those Persons who filed an answer to the Amended Cross-Complaint.
- 19. **Department of Water Resources or DWR**. The California Department of Water Resources.
- 20. **Department or CDFW**. The California Department of Fish and Wildlife.
- 21. **East Ojai Group**. A group of Cross-Defendants located in the Ojai Basin. The specific members of the East Ojai Group are The Thacher School; Friend’s Ranches, Inc.; Topa Topa Ranch Company; Finch Farms, LLC; Red Mountain Land & Farming, LLC; Thacher Creek Citrus, LLC; James Paul Finch; Robert C. Davis, Jr.; David Robert Hamm, Co-Trustee; Ojai Oil Company; Ojai Valley School; Reeves Orchard, LLC; and Ojai Valley Inn.
- 22. **Endangered Species Act**. The Endangered Species Act, 16 U.S.C. section 1531, *et seq.*

EXHIBIT A-2

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- 23. **ESU**. The Southern California Steelhead Evolutionarily Significant Unit listed as endangered under the federal Endangered Species Act in 1997. Since 2006, Southern California Steelhead Distinct Population Segment has replaced the Southern California Steelhead ESU.
- 24. **Exempt Parties**. Any Party who Produces less than five (5) AFY and files documents with the Management Entity confirming its exempt status.
- 25. **Four Basins**. The Four Groundwater Basins located in whole or in part in the Watershed. These are the Upper Ojai Valley Groundwater Basin, the Ojai Valley Groundwater Basin, the Ventura River Valley—Upper Ventura River Sub-Basin and the Ventura River Valley—Lower Ventura River Sub-Basin. This Physical Solution address the Upper Ojai and Ojai Basins only.
- 26. **Groundwater**. Water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water, but not including water that flows in known and definite channels. See Code of Civil Procedure section 832(g) and Water Code section 1071(g).
- 27. **GSA**. Groundwater Sustainability Agency as that term is defined in Water Code section 10721(j).
- 28. **GSP**. Groundwater Sustainability Plan as that term is defined in Water Code section 10721(k). For purposes of this Physical Solution, GSP refers to the Ojai Groundwater Management Agency GSP
- 29. **Initial Implementation Phase**. The period commencing upon the adoption of this Physical Solution until the removal of Matilija Dam.
- 30. **The San Antonio Creek Management Area**. The San Antonio Creek Management Area is the area to be managed by the Management Entity. The Management Area includes all land is within the San Antonio Management Area not within the exclusive jurisdiction of OBGMA.

EXHIBIT A-3

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- 31. **Management Entity or ME.** The entity appointed by the Court to implement the Physical Solution as “arms of the court” within the San Antonio Creek Management Area. Unless replaced by the Court, the ME is Casitas MWD.
- 32. **Management Plan or Plan.** The comprehensive plan to maintain and improve the suitable habitat for the Ventura River Steelhead Population in San Antonio Creek as described in this Physical Solution.
- 33. **Management Objectives.** The ultimate goals of the Management Plan to maintain and improve suitable habitat for the Ventura River Steelhead Population in the San Antonio Creek Management Area, while protecting water rights and existing human uses of water in the Ojai and Upper Ojai Valley Groundwater Basins.
- 34. **Monitoring and Reporting Plan.** The program, as may be amended, contained in Exhibit “F” of this Physical Solution, setting forth how the Parties will monitor and report on the implementation of the Management Plan.
- 35. **New Production.** Any Production from the San Antonio Creek Management Area by a Person who did not Produce water from the San Antonio Creek Management Area prior to July 1, 2026. New Production does not include replacement groundwater or surface water production facilities that do not result in an increase in water production.
- 36. **Non-Producer(s).** A Person who owns real property within the San Antonio Creek Management Area who is not presently Producing water and did not do so any time during the five years preceding July 1, 2026 and who may claim the right to Produce water from the San Antonio Creek Management Area.
- 37. **OBGMA.** The Ojai Basin Groundwater Management Agency.
- 38. **Ojai.** Cross-Defendant the City of Ojai.
- 39. **Ojai Basin.** The Groundwater Basin designated as Number 4-2 in DWR’s Bulletin 119 and as more particularly described in this Physical Solution.

EXHIBIT A-4

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- 40. **Ojai Valley Groundwater Basin Groundwater Sustainability Plan or Ojai GSP.** The DWR approved GSP for the Ojai Basin as adopted by OBGMA.
- 41. **Party (Parties).** The parties to this Action and their successors. This may be a subset of Bound Parties depending on context and intent in the Judgment or Physical Solution.
- 42. **PCE.** Primary Constituent Elements.
- 43. **Person.** Any natural person, firm, association, organization, joint venture, partnership, business, trust, corporation, or public entity.
- 44. **Physical Solution.** Collectively, the Physical Solution, Stipulation and Statement of Decision approving the Physical Solution. The Physical Solution also individually refers to the comprehensive plan to maintain and improve suitable habitat for the Ventura River Steelhead Population in the San Antonio Creek Management Area.
- 45. **Produce (Production).** To pump, extract, or divert water (Surface or Groundwater).
- 46. **Producer(s).** A Person who Produces water.
- 47. **Production Inventory(ies).** The inventory or inventories of Production developed and maintained by the Management Entity.
- 48. **Production Report.** A Production Report is an annual report required to be submitted by the Non-Exempt Parties providing information on Production.
- 49. **San Antonio Creek Management Area.** The geographic area in which water drains to San Antonio Creek. The San Antonio Creek Management Area represents a portion of the larger Ventura River Watershed and is more specifically described in the Physical Solution.
- 50. **SGMA.** The Sustainable Groundwater Management Act, Water Code section 10720, *et seq.*

EXHIBIT A-5

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- 51. **Southern California Steelhead or Steelhead.** The particular anadromous life history form of *O. mykiss* that has been listed as endangered under the Federal Endangered Species Act.
- 52. **State Board.** The California State Water Resources Control Board.
- 53. **Secondary Implementation Phase.** The 10 year period commencing after the expiration of the Initial Implementation Phase.
- 54. **Surface Water.** All water open to the atmosphere and subject to surface water runoff, including, but not limited to, a stream, lake or other water body, and water in subterranean streams flowing through known and definite channels. See Water Code section 1200.
- 55. **Uncontrollable Conditions.** Any circumstance beyond the Parties’ control, including without limitation, any act of God, war, fire, earthquake, flood, windstorm, drought or natural catastrophe, including climate change; the need to provide reasonable and beneficial consumptive use of water from the Management Area; criminal acts; civil disturbance, vandalism, sabotage, or terrorism; restraint by court order or public authority or agency; or action or non-action by, or inability to obtain the necessary funding, authorizations or approvals from any governmental agency.
- 56. **Upper Ojai Basin.** The Groundwater Basin designated as Basin Number 4-1 in DWR’s Bulletin 118 and as more particularly described in this Physical Solution.
- 57. **Upper Ojai Basin Autonomy Provisions.** The provisions under which Parties in the Upper Ojai Basin may self-manage their activities, subject to oversight by the Management Entity, as provided in the Physical Solution.
- 58. **Ventura River Steelhead Population in the San Antonio Creek Management Area.** The population of Southern California Steelhead that occupies the confines of the San Antonio Creek portion of the Ventura River Watershed.

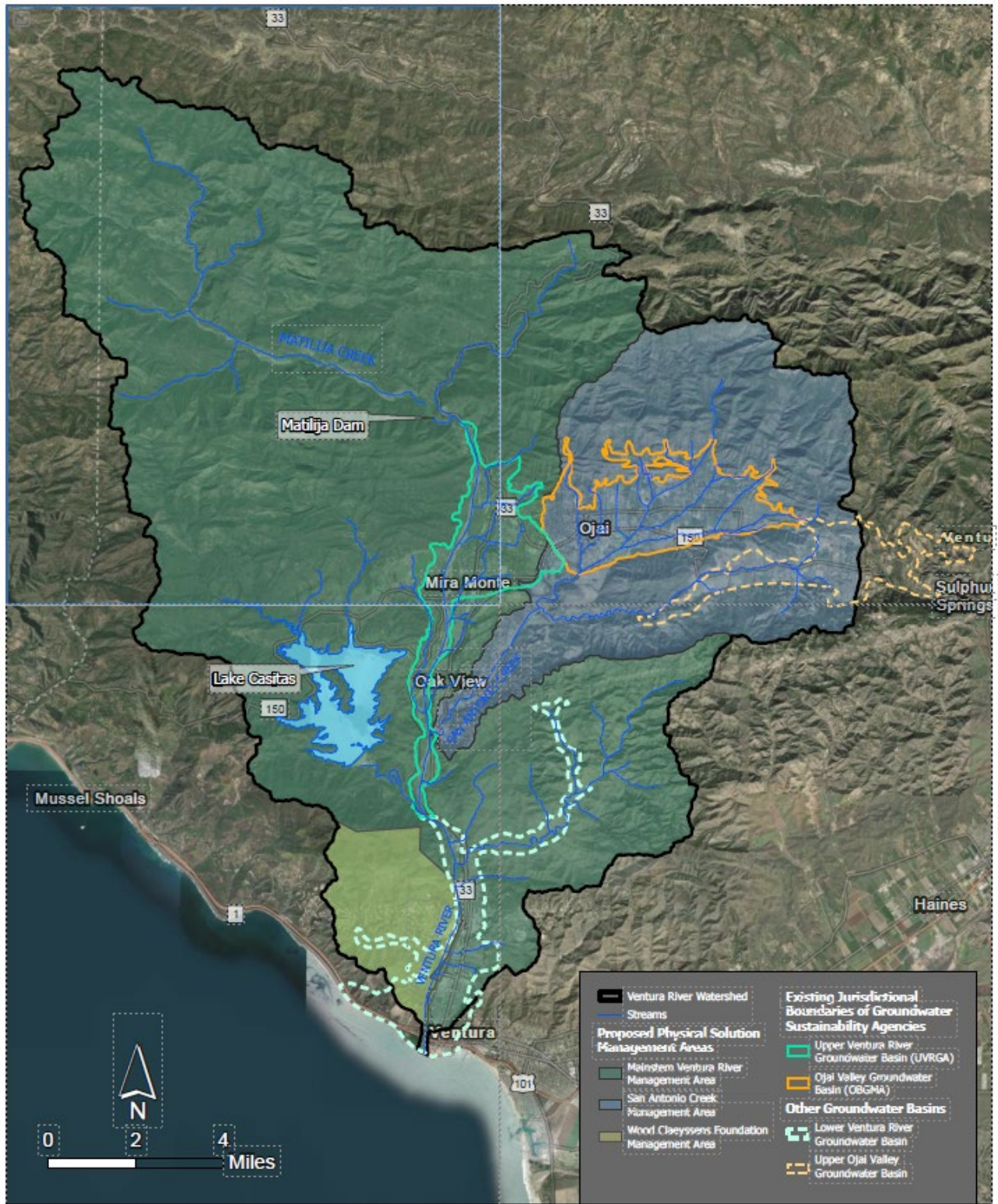
EXHIBIT A-6

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59. **Watershed**. Also called the Ventura River Watershed. The geographic area in which drains to the Ventura River.

EXHIBIT A-7

**Exhibit B**



Ventura River Watershed Proposed Management Areas

**EXHIBIT B**

[PROPOSED] PHYSICAL SOLUTION FOR SAN ANTONIO CREEK MANAGEMENT AREA

**Exhibit C — Sub-Watersheds of the Ventura River Watershed**

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EXHIBIT C

[PROPOSED] PHYSICAL SOLUTION FOR SAN ANTONIO CREEK MANAGEMENT AREA

**Exhibit D — List of Bound Cross-Defendants and Overliers**

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[SEE FOLLOWING PAGE]

EXHIBIT D

**Exhibit E — Excerpts from the Ojai Basin Groundwater Sustainability Plan**

**Executive Summary (page ES-3):**

The water budget for the OVGB provides an accounting and assessment of the average annual volume of groundwater and surface water entering (i.e., inflow) and leaving (i.e., outflow) the OVGB. Annual change in groundwater in storage is summed to determine the cumulative change in groundwater in storage over time. Results from the Ojai Basin Groundwater Model (OBGM) indicate that groundwater in storage decreased at an average annual rate of approximately 15 acre-feet per year (AFY) between water years 1971 and 2019. Over this 49-year period, groundwater in storage declined by a total of approximately 750 AF, which is within the predictive uncertainty of the numerical model and indicates that the OVGB has not experienced overdraft conditions. Different periods of records would present different average annual decreases, increases, or stability. The sustainable yield of the OVGB has been estimated to range from approximately 4,100 AFY to 5,000 AFY.

**Sections 2.3.4.6 and 2.3.4.7 (pages 2-141 – 2-142):**

**2 – PLAN AREA AND BASIN SETTING**

**2.3.4.6 Groundwater–Surface Water Connections**

The primary surface water features in the OVGB are streams. In general, streams may be classified as gaining, losing and connected to groundwater, or losing and disconnected from groundwater. Stream–aquifer exchanges are controlled by several factors, including stream discharge and stage, the magnitude and distribution of hydraulic conductivities of the streambed and aquifer sediments, streambed thickness and its variation, the hydraulic gradient between the stream and the aquifer, and the geometric/morphological characteristics of the stream channel (Barlow and Leake 2012). DWR (2016) identifies monitoring of streamflow as a necessary component of the water budget analysis as well as necessary for evaluating of stream depletions associated with groundwater extractions.

As discussed in Section 2.2.2, San Antonio Creek is the primary stream that flows through the OVGB. San Antonio Creek is fed by several named and unnamed drainages, the largest being McNell, Thacher, and Reeves creeks. According to the USGS National Hydrography Dataset (NHD), nearly the entire length of every creek that transects the OVGB is classified as intermittent<sup>23</sup> within the OVGB, with the exception of the lowermost reaches of San Antonio Creek, Thacher Creek, and the Fox Canyon Drain/Stewart Canyon drainage which are classified as perennial<sup>24</sup> (Figure 2-36, NCCAG Listed Communities). Based on available lithologic, streamflow, and groundwater level and quality data, there is a shallow perched aquifer in the southern and western portion of the OVGB that is in hydraulic connection with surface water of San Antonio Creek and its tributaries. The shallow perched aquifer is separated from the deeper confined production

**EXHIBIT E-1**

1 aquifers by an extensive clay aquitard (Kear 2005, 2021; OBGMA 2018). Groundwater levels in the shallow  
2 perched aquifer exhibit a stable trend with little seasonal fluctuation or response to groundwater extraction  
3 while groundwater levels in the primary production aquifer show the effects of groundwater extraction  
4 (Figure 2-37, Shallow Perched Aquifer and Deep Production Aquifer Groundwater Level Trends; Kear  
5 2021). Surface water in San Antonio Creek and groundwater in the perched aquifer have a similar calcium-  
6 bicarbonate/sulfate water character, whereas groundwater in the primary production aquifer has a sodium-  
7 bicarbonate/chloride water character (Kear 2021). Figure 2-38, Lower San Antonio Creek Hydrogeologic  
8 Conceptual Model, illustrates the hydrogeology of the OVGB along lower San Antonio Creek as described  
9 above.

6 Streamflow records are available for four active and three inactive stream gauging stations on San  
7 Antonio Creek, in addition to one active gauging station on Thacher Creek and one inactive  
8 gauging station on Fox Canyon Drain. In addition, the OBGMA conducts monthly manual stream  
9 discharge monitoring and continuous stream stage monitoring on lower San Antonio Creek  
10 (Appendix E, Figure 6, Groundwater-Surface Water Monitoring San Antonio Creek). However,  
11 available shallow monitoring well and stream gauge data are limited in temporal resolution (i.e., short  
12 length of record and/or coarse measurement interval) and additional data and analysis are needed to  
13 quantify the degree of stream-aquifer connectivity. In order to continue to characterize

Stream in which surface flows cease for some duration each year.

Stream in which surface flows persist year-round.

15 the interaction between groundwater and surface water within the OVGB, additional analysis and  
16 continued monitoring of groundwater levels in the shallow perched aquifer, and streamflow and stage  
17 in San Antonio Creek is ongoing.

18 The known unique hydrogeologic characteristics of the perched aquifer system may justify  
19 separation of the perched system into a separate management area.

20 Chapter 3, Section 3.5, Monitoring Network, explains the proposed actions to evaluate groundwater-  
21 surface water interactions.

#### 22 **2.3.4.7 Groundwater Dependent Ecosystems**

23 Groundwater dependent ecosystems (GDEs) are plant and animal communities that require groundwater  
24 to meet some or all water needs (Rohde et al. 2018). GDEs can include wetlands, streams, springs and  
25 seeps, and terrestrial vegetation. These communities are especially reliant on groundwater during dry  
26 seasons and droughts. GDEs have social, economic, and environmental benefits that include their ability  
27 to improve water quality, support biodiversity, and provide places for recreation. Depletion of groundwater  
28 levels in the vicinity of GDEs can threaten their existence (Rohde et al. 2018). GDEs are defined under  
the SGMA as “ecological communities or species that depend on groundwater emerging from aquifers  
or on groundwater occurring near the ground surface” (Title 23 CCR Section 351(m)).

### 27 **Overview of the Natural Communities Commonly Associated with Groundwater Dataset 28 within the OVGB**

#### EXHIBIT E-2

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Within the OVGB, 38 individual vegetation communities and 8 wetland communities that may depend on groundwater were identified in the Natural Communities Commonly Associated with Groundwater (NCCAG) dataset provided by DWR (Rhode et al. 2018). The NCCAG dataset comprises 48 publicly available state and federal agency mapping datasets including but not limited to the following: VegCAMP—The Vegetation Classification and Mapping Program, California Department of Fish and Wildlife; CALVEG—Classification and Assessment with Landsat Of Visible Ecological Groupings, U.S. Department of Agriculture Forest Service; NWI V 2.0—National Wetlands Inventory (Version 2.0), U.S. Fish and Wildlife Service; FVEG— California Department of Forestry and Fire Protection, Fire and Resources Assessment Program; and USGS National Hydrography Dataset. Vegetation types less commonly associated with groundwater were removed from these datasets and the NCCAG only retained vegetation types commonly associated with groundwater (Rohde et al. 2018). Figure 2-36 shows the aerial extent of the communities and Table 2-12 provides a summary of the communities by vegetation and wetland type. An inventory of the aquatic and terrestrial freshwater species that may inhabit the mapped vegetation and wetland communities is provided in Appendix E.

EXHIBIT E-3

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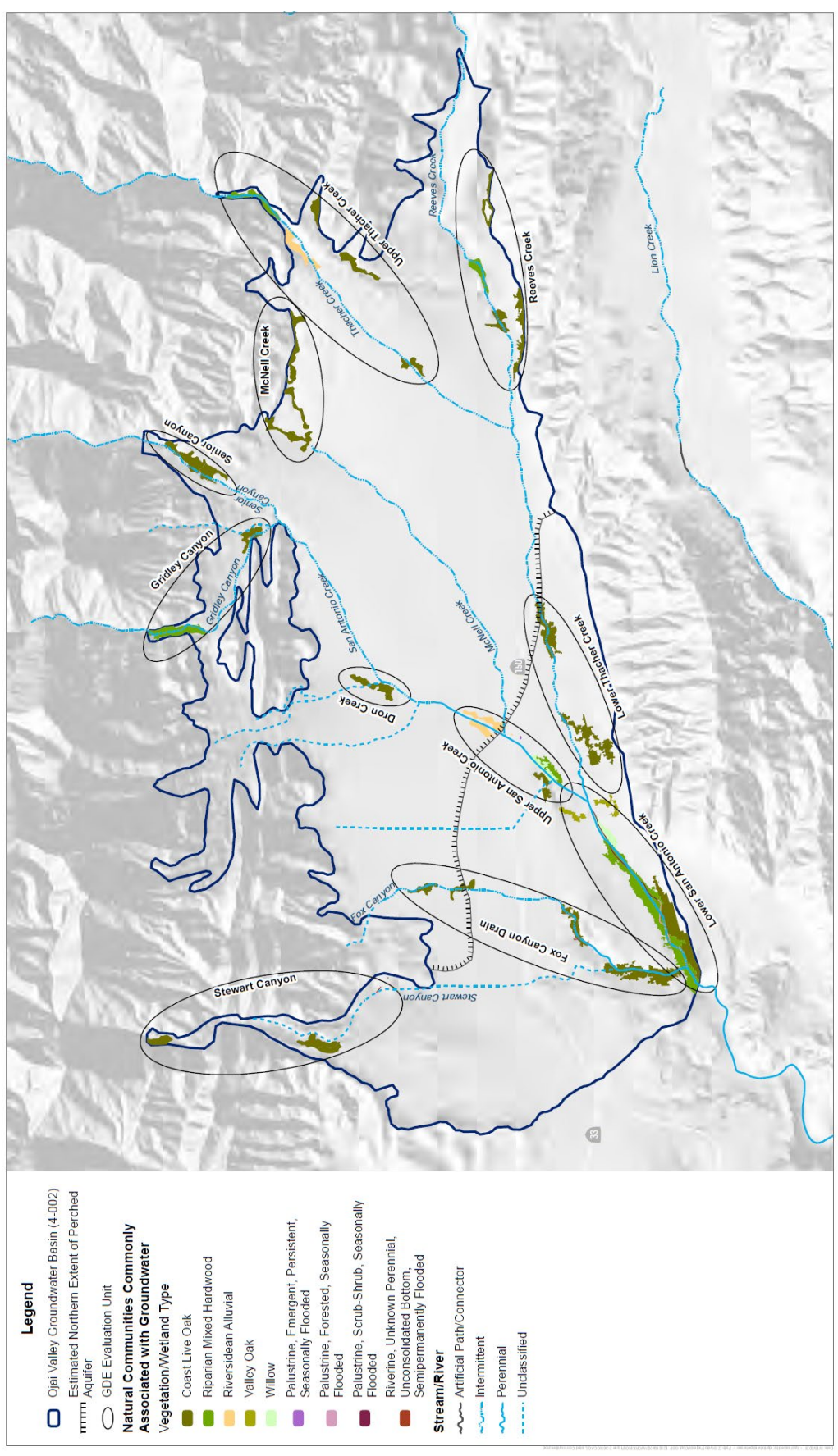
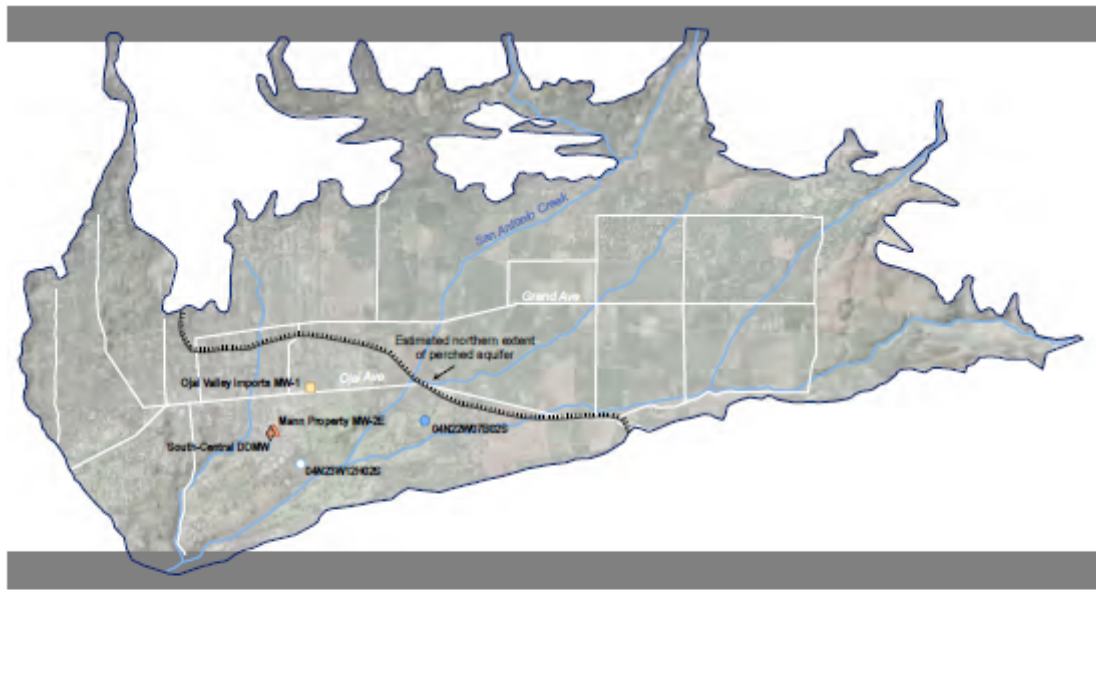
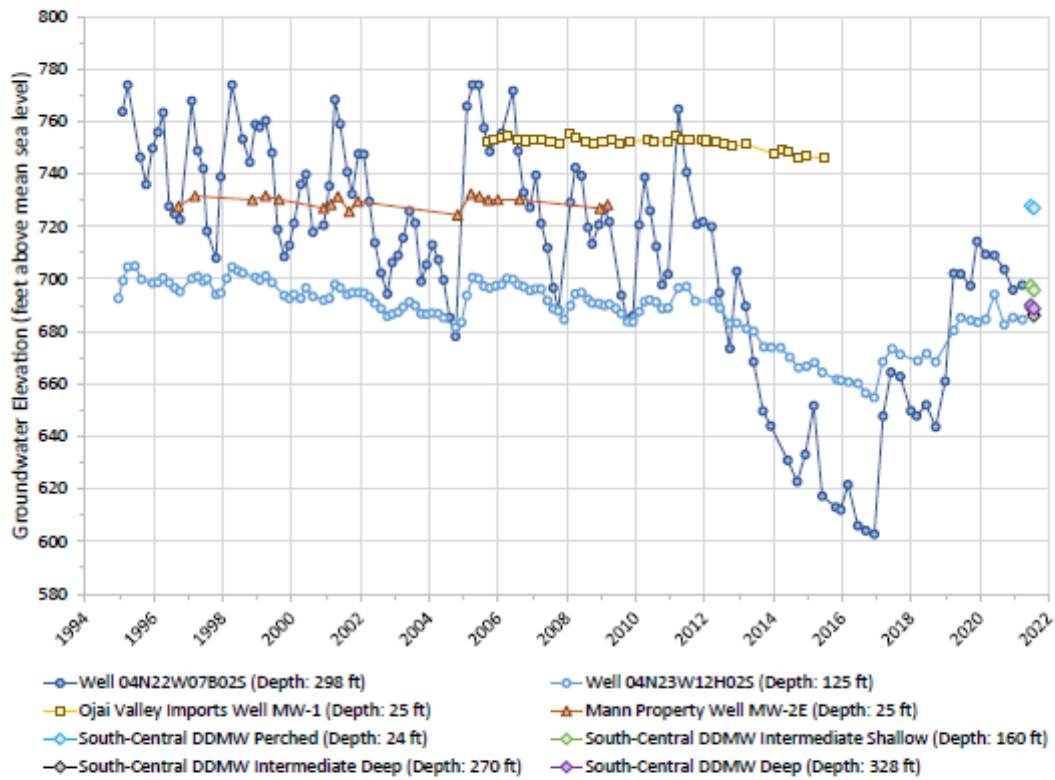


FIGURE 2-36  
 NCCAG Listed Communities  
 Groundwater Sustainability Plan for the Ojai Valley Groundwater Basin

EXHIBIT E-4

[PROPOSED] PHYSICAL SOLUTION FOR SAN ANTONIO CREEK MANAGEMENT AREA

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SOURCE: VOWFO, SWRCB

**DUDEK**

FIGURE 2-37  
Shallow Perched Aquifer and Deep Production Aquifer Groundwater Level Trends  
Groundwater Sustainability Plan for the Ojai Valley Groundwater Basin

EXHIBIT E-5



## **Exhibit F — Monitoring and Reporting Plan**

1           The Physical Solution includes management actions that will enhance the quality and  
2 quantity of suitable habitat for Steelhead migration, spawning and egg incubation, and juvenile  
3 rearing within the San Antonio Creek Management Area including this Monitoring and Reporting  
4 Plan (“**Monitoring Plan**”). Information developed through the Monitoring Plan serves as a  
5 fundamental element in the evaluation, implementation and success of the Physical Solution. The  
6 general metrics, monitoring methods, and reporting included in the Monitoring Plan follow, when  
7 applicable to the SAC MA, guidance from:

- 8           • California Coastal Monitoring Plan (CMP; Adams et al. 2011) for salmon and  
9 Steelhead developed by CDFW and NMFS (available at:  
10 <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=30284&inline>)
- 11           • Integration of Steelhead Viability Monitoring, Recovery Plans and Fisheries  
12 Management in the Southern Coastal Area (Boughton et al. 2022: available at:  
13 <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=199225&inline>)
- 14           • Allen 2015. Steelhead Population and Habitat Assessment in the Ventura River /  
15 Matilija Creek Basin 2006-2012 FINAL REPORT (available at: [\[TITLE\]](#)  
16 [\[matilijadam.org\]](http://matilijadam.org))
- 17           • Many other similar habitat restoration and enhancement efforts to benefit *O.*  
18 *mykiss* in California and the Pacific Northwest.

19           Baseline information on existing habitat conditions and their function for different life  
20 stages of *O. mykiss* within San Antonio Creek, species composition and geographic distribution of  
21 native fish, and limiting factors affecting habitat quality, availability, and access, as well as  
22 variation in species abundance, is a critical foundational element of this Physical Solution.  
23 Baseline information is available from prior habitat and fish surveys such as those by Allen  
24 (2015) and Casitas MWD (2008-present). The baseline habitat surveys proposed as part of this  
25 Monitoring Plan are based on a census survey design focused on those stream reaches accessible  
26 by Steelhead. This Monitoring Plan is based on methods and results of prior surveys that have  
27 proven to be successful in San Antonio Creek. Consideration in developing this Monitoring Plan  
28

EXHIBIT F-1

1 was also given to the monitoring methods proposed by CDFW and NMFS by Adams et al. (2011)  
2 and Boughton et al. (2022), where feasible and applicable to the San Antonio Creek conditions,  
3 for steelhead populations. The Monitoring Plan will be responsive to management actions  
4 implemented under the Physical Solution, as well as environmental conditions like seasonal  
5 hydrologic conditions, changes in land use, and floods or droughts, that can impact habitat  
6 conditions and fish populations on a regional scale. The Monitoring Plan design and data will be  
7 periodically reviewed and may be refined, if appropriate, as new reliable and relevant information  
8 becomes available.

9 The Physical Solution includes a multi-element Monitoring Plan that will be conducted  
10 each year. The Monitoring Plan includes three basic categories, similar to the 3-stage monitoring  
11 program identified by Boughton et al. (2022), that are (1) compliance monitoring, (2) validation  
12 monitoring, and (3) long-term trend monitoring. These monitoring categories are adapted from  
13 the CDFW Ecosystem Performance Measures website and can be further explained as follows:

- 14 • Compliance monitoring includes administrative metrics from the Physical Solution  
15 such as compliance with the schedule for implementing a particular program element  
16 (e.g., a site-specific habitat improvement project, preparation of the annual technical  
17 documentation reports, etc.), budget expenditures, progress on planning or feasibility  
18 studies, and other similar administrative elements.
- 19 • Validation monitoring includes physical monitoring such as instream flows, water  
20 depth and velocity, water temperatures, area of enhanced habitat, jump height and pool  
21 depth for potential passage impediments, habitat mapping to assess suitability for various  
22 life stages of *O. mykiss*, and validating flow-habitat relationships.
- 23 • Long-term trend monitoring includes evaluation of ecosystem responses to  
24 management actions and/or natural drivers, including monitoring adult *O. mykiss*  
25 abundance, juvenile fish density and geographic distribution, and species composition  
26 (e.g., fish community characteristics, fish species composition, relative abundance, size  
27 distribution, and condition). This monitoring will provide trend data over an extended  
28

## EXHIBIT F-2

1 period of time. It should be noted that depending on the numbers of juvenile and adult *O.*  
2 *mykiss* detected each year, uncertainties exist for detecting and evaluating these metrics.  
3 As a result of the large natural population cycles and difficulties in determining causal  
4 mechanisms, population metrics will not be used as the only basis to determine overall  
5 performance of the Physical Solution.

6 The Management Entity is responsible for developing, permitting, implementing, and  
7 reporting on the Monitoring Plan. The Monitoring Plan will build on existing experience and  
8 monitoring infrastructure (such as the USGS hydrologic monitoring network and standard  
9 methods), water quality monitoring (e.g., water temperature monitoring network), habitat  
10 monitoring (e.g., habitat surveys), and fish monitoring (e.g., snorkel surveys) implemented by  
11 Casitas MWD, CDFW, GSAs, and others (Allen 2015) over the past two decades.

12 The Monitoring Plan includes a variety of collection and analysis methods such as habitat  
13 surveys, streamflow measurements, and *O. mykiss* snorkel surveys. The proposed Monitoring  
14 Plan also includes, but is not limited to, water temperature monitoring and direct observations of  
15 fish health and condition. The Monitoring Plan also includes status and trends monitoring of the  
16 *O. mykiss* population, periodic habitat surveys, and the biological response or expected habitat  
17 function (e.g., habitat use by target species, physical habitat suitability, etc.) for *O. mykiss*.  
18 Observations of adult passage and juvenile rearing provide insight into habitat function.

## 19 **F.1 Water Quality and Hydrology Monitoring**

20 The purpose of the water quality and hydrology elements of the Monitoring Plan is to  
21 assess habitat suitability for steelhead/rainbow trout population in San Antonio  
22 Creek. Monitoring includes measurement of both air and water temperature, conductivity, and,  
23 where relevant, dissolved oxygen at representative locations of key habitat or where habitat  
24 enhancement projects associated with the Physical Solution are being implemented.

### 25 **1. Water Temperature**

26 Water temperature is a primary habitat consideration for the successful over-summering  
27 and rearing of *O. mykiss*. Water temperatures in the watershed naturally vary with season,  
28

1 streamflow, pool depth, shade cover, ambient air temperature, variations in solar radiation  
2 (cloudiness and fog), and inputs by both surface water and groundwater. Instrumentation for  
3 monitoring water temperatures is readily available, either as standalone programmable  
4 temperature recorders (e.g., Onset temperature data loggers or similar temperature monitoring  
5 units) or as multiparameter data sondes to measure water temperature, electrical conductivity, and  
6 other water quality parameters. This instrumentation would be deployed to monitor conditions in  
7 representative portions of San Antonio Creek.

## 8 **2. Dissolved Oxygen**

9 Dissolved oxygen (DO) is a critical measure of habitat suitability for *O. mykiss*. Dissolved  
10 oxygen measurements will be made during biological and habitat surveys to assess habitat  
11 suitability. DO data may also be acquired to assess diel variation between night and day at  
12 critical rearing and refuge habitat locations over periods of time long enough to characterize the  
13 habitat. All instrumentation will be tested for accuracy and calibrated as recommended by  
14 manufacturer specifications.

## 15 **3. Flow Monitoring**

16 The instream flow monitoring for San Antonio Creek will be divided into two portions. A  
17 regional monitoring effort will involve downloading data from active VCWPD or other gages to  
18 evaluate flows in the Watershed. Currently, there are two active gages on San Antonio Creek that  
19 record daily flows and are operated by the VCWPD: gage 605A located just upstream of the  
20 confluence with the Ventura River and gage 616 located at Camp Comfort. Although VCWPD  
21 data are collected automatically on a 15-minute delay basis and available from the VCWPD  
22 website, the instantaneous and daily data are considered preliminary for extended periods of time  
23 after collection. Rating curves are updated on an ongoing basis, so values are subject to change  
24 and the final approved data are typically not available for three to four months after collection.  
25 Once final data are acquired, they will be reviewed for completeness, and the flow data will be  
26 aggregated on a monthly and annual basis.

## 27 28 EXHIBIT F-4

1 In addition to the regional instream flow monitoring, a site-specific instream flow  
2 Monitoring Plan is proposed for areas where critical habitat elements are located and/or at  
3 locations where Physical Solution conservation measures are proposed or implemented. The  
4 intent of these gages is to provide detailed site-specific streamflow data during lower flow  
5 seasons, and to characterize flows at or near locations of implemented habitat enhancement  
6 actions. The site-specific streamflow monitoring will involve establishing temporary gaging  
7 stations early in each post-storm season. These gaging stations, or similar instrumentation, will  
8 allow for the collection of water level data from a removable stilling well, installed in the river  
9 channel, outfitted with a recording pressure transducer.

10 Once the supplemental streamflow measurement locations are identified and installed,  
11 periodic transect surveys will be performed following standard protocols, oriented perpendicular  
12 to the river to collect surface-water velocity and water depth data that will be used to develop a  
13 site-specific stage-discharge rating curve for each of the flow monitoring locations. Using the  
14 rating curves, discharge values can be calculated for any period of time that depth data was  
15 recorded by the transducers. The transducers will be programmed to collect depth data on an  
16 hourly or more frequent basis with data downloaded monthly or quarterly during the lower-flow  
17 spring, summer, and fall months. Supplemental depth and velocity surveys to update the rating  
18 curve would also be conducted on a periodic basis, as needed. Supplemental instream flow  
19 measurement equipment will be removed from San Antonio Creek prior to the high-flow winter  
20 period. Instream flow data collected each year will be analyzed, summarized, and compared to  
21 the biological observations for each annual technical documentation report.

## 22 **F.2 Fish and Habitat Monitoring**

23 This Monitoring Plan has been developed to document habitat conditions, abundance, life  
24 history stages, fish condition, and distribution of *O. mykiss* and other fish in San Antonio Creek.  
25 The monitoring efforts will be used to develop technical information on the *O. mykiss* population  
26 and habitat in San Antonio Creek for use in managing habitat conditions and evaluating the  
27

### 28 EXHIBIT F-5

1 performance of management actions for the benefit of *O. mykiss*. The Monitoring Plan objectives  
2 include:

- 3 • Detect and evaluate the effects of implementing the Physical Solution and  
4 document other factors that may affect the *O. mykiss* population.
- 5 • Determine the effectiveness and benefits to *O. mykiss* (of or from) the  
6 restoration/enhancement actions described in the Physical Solution.
- 7 • Refine and develop monitoring efforts and management actions based on the best  
8 available scientific data.

9 To accomplish these objectives, this multifaceted Monitoring Plan includes biologically  
10 based monitoring of status and trends for *O. mykiss* life history stage abundance and distribution.  
11 The monitoring protocols follow, where applicable and feasible, those identified and described in  
12 several CDFW documents, including *California Salmonid Stream Habitat Restoration*  
13 *Manual* (Flosi et al. 2002; 2010 updated Fourth Edition), and as later reflected in CDFW  
14 *California Fish Bulletin 180, California Coastal Salmonid Population Monitoring: Strategy,*  
15 *Design and Methods* (Adams et al. 2011) which has recently been updated by Boughton et al.  
16 (2022: Fish. Bulletin 1821). The fish monitoring activities also include consideration of factors  
17 that affect and limit *O. mykiss* production and survival, including monitoring changes in habitat  
18 conditions, instream flow, water quality, and lagoon and estuary breaching, which affects both  
19 smolt and steelhead migration opportunities. As discussed below, fish monitoring includes  
20 juvenile *O. mykiss* snorkel surveys, adult *O. mykiss* monitoring, *O. mykiss* population genetic  
21 evaluation, and periodic assessment of the quality and availability of habitat suitable for  
22 migration by adult and juvenile *O. mykiss*, spawning and egg incubation, and juvenile rearing.

### 23 **1. *O. mykiss* Monitoring**

24 Snorkel surveys were selected as the preferred monitoring method to eliminate incidental  
25 take of *O. mykiss* during the early phases of Physical Solution implementation. As the Physical  
26 Solution improves habitat conditions, and the *O. mykiss* population becomes more robust,  
27 refinements or additions to the Monitoring Plan, such as the addition of electrofishing as  
28

## EXHIBIT F-6

1 recommended by Boughton et al. (2022), may be considered. Snorkel and redd surveys will be  
2 used to:

- 3 • Characterize the abundance, life history stages, geographic distribution of *O.*  
4 *mykiss* population in San Antonio Creek.
- 5 • Develop estimates of production (e.g., number of juveniles per spawning adult),  
6 density (e.g., number of juveniles per 100 square meters [m<sup>2</sup>]) for each reach surveyed,  
7 and an index of *O. mykiss* abundance for each study reach.
- 8 • Annually monitor the species compositions, abundance, geographic distribution,  
9 and size classes of native and non-native fish observed in the snorkel surveys in San  
10 Antonio Creek.

11 Snorkeling (i.e., direct observation) is an effective monitoring method when depths are  
12 sufficient to observe enough of a sample habitat unit (e.g., pool, glide, and riffle habitat) that  
13 statistical estimates can be calculated. For application to the Physical Solution at this time,  
14 sampling of *O. mykiss* by direct observation is the preferred methodology. Sampling will  
15 generally progress from downstream study sites to upstream sites with the majority of surveys  
16 occurring during the critical low-flow periods, and supplemental sampling as needed to  
17 characterize the *O. mykiss* population in relation to the Physical Solution.

18 Snorkel surveys will be conducted in reaches of San Antonio Creek that are legally  
19 accessible and have a reasonable potential to support, or recently quantified, rearing of *O. mykiss*  
20 Survey reaches will be selected based on habitat conditions and functions (e.g., spawning and  
21 rearing), locations where habitat enhancement measures are being developed (baseline surveys  
22 for pre/post evaluations), and control reaches for comparison to reaches where habitat  
23 enhancement measures have been implemented. Survey locations and frequency will initially be  
24 based on results of prior snorkel surveys by Allen (2015) and Casitas MWD (2008 to present).

25 The species composition, abundance, geographic distribution, and life history stage  
26 categories of *O. mykiss* and all other fish species (e.g., bass, chub, carp, stickleback, etc.)  
27 observed will be recorded during snorkel surveys. Surveys will be conducted in designated survey  
28

#### EXHIBIT F-7

1 reaches where access is permitted and will include representative habitat units identified during  
2 baseline surveys (e.g., pool, riffle, and glide habitats). Additional snorkel surveys may be  
3 performed prior to, and after, completion of habitat enhancement projects to provide data for  
4 evaluating site-specific habitat enhancement project performance.

5 • ***O. mykiss Population Genetic Evaluation***

6 As part of the baseline evaluations, a comprehensive *O. mykiss* genetic evaluation will be  
7 performed that includes basin-wide population genetic structure, adaptive genetic analysis, and  
8 riverscape genetic analysis. These components will be used to inform current and future actions  
9 with respect to the resident and anadromous life history strategies of *O. mykiss*.

10 • ***Habitat Monitoring***

11 Periodic habitat monitoring will be conducted as part of implementing and evaluating the  
12 Physical Solution in order to:

- 13 • Periodically (e.g., 5-year interval) conduct habitat surveys within San Antonio  
14 Creek to characterize significant changes; and
- 15 • Quantify the enhancement (e.g., change in suitable area) in habitat quality,  
16 spawning and rearing habitat before and after site-specific habitat enhancement projects  
17 are completed. Measurements of water depths, velocities, substrate characteristics,  
18 availability of instream and over-head cover, and other habitat attributes will be made  
19 before and after site-specific projects have been implemented as part of the Physical  
20 Solution. Snorkel surveys will also be used to document habitat usage before and after  
21 habitat enhancement actions have been completed and to compare relative densities and  
22 species composition between enhancement sites and control sites where habitat  
23 enhancement actions have not been implemented.

24 Habitat suitability of a stream reach for various life stages of *O. mykiss* can be determined,  
25 in part, by the distribution, abundance, and quality of mesohabitats (e.g., pool, riffle, and glide),  
26 and how these are utilized by the various life stages of *O. mykiss*. Quantitative habitat surveys  
27 will be conducted periodically in San Antonio creek, after substantial channel-altering flow  
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EXHIBIT F-8

1 events, or at approximately 5-year intervals. Habitat conditions and suitability for *O. mykiss* will  
2 be documented so that changes over time may be monitored. The standard CDFW habitat  
3 inventory methodology will be followed per CDFW's 2010 Stream Habitat Restoration Manual,  
4 Section III.

5 Information on habitat conditions and functions for *O. mykiss* collected following  
6 implementation of Physical Solution actions, in addition to baseline habitat surveys of currently  
7 existing habitat conditions conducted as part of this Monitoring Plan, will be used to select  
8 representative reaches for subsequent water quality, habitat, and fish distribution and abundance  
9 monitoring. Data will be collected at Level 4, which classifies habitat units into 24 specific  
10 habitat types within the riffle, flatwater, and pool categories.

11 • **Photo Points**

12 Photo points will be established at habitat enhancement sites and control sites. In addition  
13 to photos taken during habitat surveys and to document habitat enhancement projects, general  
14 reference photos will be taken annually from specific locations in San Antonio Creek to  
15 document visible habitat changes over time. This effort would occur at least annually depending  
16 on specific project objectives. Photos may be taken within or outside of stream channels,  
17 depending on the photo point location and the subject of interest (e.g., stream channel or reach,  
18 developing riparian corridor).

19 • **Lagoon and Estuary Breaching**

20 Monitoring lagoon and estuary sandbar status may be used to determine migratory access  
21 between the river and ocean. Monitoring lagoon and estuary passage conditions and breaching of  
22 the sandbar would include periodic visual observations from November 1 through June 30 each  
23 year following the methods currently used by Casitas MWD to determine dates of sandbar breach  
24 and lagoon and estuary closure.

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**F.3 Performance Assessment Monitoring for Habitat Enhancement Features**

Site-specific performance monitoring will be conducted in San Antonio Creek wherever habitat enhancement features are installed. In general, monitoring will be conducted using snorkel surveys for fish micro-habitat distribution, species composition, relative abundance, size distribution, and observations of fish condition. The fish surveys will be complemented by periodic habitat surveys, visual surveys, and photo-documentation, for restoration/enhancement feature installations. Performance assessments will also include habitat suitability metrics such as water depth, velocity, substrate, cover, and water quality during pre- and post-project surveys. Comparisons will be made of the pre- and post-project *O. mykiss* densities within an enhanced habitat area and control areas where enhancement has not been made to assess habitat utilization.

**F.4 Reporting**

Annual technical monitoring reports documenting hydrologic, water quality, fish, and habitat monitoring and enhancement results will be prepared in draft form and made available for public review and comment at least 30 days before being approved in final at a meeting of the Casitas MWD Board of Directors. The annual technical reports will present a summary of monitoring results of each year’s activities. The annual report format will be standardized. Annual reports will be publicly available in January of the year following each year of monitoring.

Exhibit G

Casitas Municipal Water District  
 FY 2025-2026 Budget Worksheet  
 Fisheries

Labor		Hourly Rate		Amount
Position	Regular Hours	Regular	Overtime	Total Annual Salary
Total		9320		\$490,715.40

Account #	Account Description	Department		Total
		Total	Capital Project Total	
5001	Regular Salary	\$414,802	\$0	\$414,802
5003	Overtime Pay	15,000	-	15,000
5005	Stand-by	3,000	-	3,000
5006	Vacation Pay	35,603	-	35,603
5007	Jury Duty Pay	390	-	390
5008	Sick Pay	16,875	-	16,875
5009	Holiday Pay	20,045	-	20,045
5010	Seasonal Pay	-	-	-
5079	CalPERS Pension PEPRA	14,064	-	14,064
5081	CalPERS Pension CLASSIC	132,103	-	132,103
5082	Social Security	31,354	-	31,354
5083	Medicare	7,333	-	7,333
5078	Insurance-Employee Assistance Program	119	-	119
5084	Insurance-Group Life	1,997	-	1,997
5085	Insurance-Group Health	55,950	-	55,950
5086	Insurance-Group Dental	1,996	-	1,996
5087	Insurance-Group Vision	891	-	891
5089	Insurance- Long Term Disability	-	-	-
<b>Subtotal Salary &amp; Benefits</b>		<b>\$751,523</b>	<b>\$0</b>	<b>\$751,523</b>

Account #	Account Description	Total	Capital Project Total	Total
5011	District Equipment	\$4,600	\$0	\$4,600
5012	Service & Supplies	15,000	-	15,000
5028	Computer Upgrades - Hardware	5,000	-	5,000
5029	Computer Upgrades - Software	1,000	-	1,000
5040	Outside Services	20,000	-	20,000
5041	Clothing & Personal Supplies	1,500	-	1,500
5042	Comm. - Radio & Telephones	3,000	-	3,000
5044	Memberships & Dues	250	-	250
5045	Printing & Binding	250	-	250
5046	Books & Publications	300	-	300
5048	Postage	1,000	-	1,000
5050	Licenses & Permits	500	-	500
5051	Advertising & Legal Notice	-	-	-
5055	Private Vehicle Mileage	1,000	-	1,000
5056	Travel Expense	10,000	-	10,000
5059	Education & Training Safety	60	-	60
5060	Education & Training/Seminars	3,000	-	3,000
5062	Pre-Employment Screening	100	-	100
5066	OPEB Expense	-	-	-
5067	GASB 68 Pension Exp	-	-	-
<b>Sub Total Other Costs</b>		<b>\$66,560</b>	<b>\$0</b>	<b>\$66,560</b>
<b>TOTAL</b>		<b>\$818,083</b>	<b>\$0</b>	<b>\$818,083</b>

Total by Object			
Account Code	Subprogram	Total Hours	Total Amount
2800	General Department	9320	\$818,083
		9320	\$818,083

EXHIBIT G

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**PROOF OF SERVICE**

**Los Angeles County Superior Court Complex Action Case No. 19STCP01176**

STATE OF CALIFORNIA, COUNTY OF KERN

I, Kristen L. Moen, declare I am a citizen of the United States and a resident of the county aforesaid; I am and was at the times of the service hereunder mentioned, over the age of eighteen (18) years, and not a party to the within cause. My business address is: 9801 Camino Media, Suite 103, Bakersfield, CA 93311.

On April 10, 2026, I caused to be served the below listed document(s) titled as: **[PROPOSED] PHYSICAL SOLUTION FOR THE SAN ANTONIO CREEK MANAGEMENT AREA** on the interested parties in this action as listed below or on the attached mailing list.

**SEE ATTACHED ELECTRONIC SERVICE LIST**

**XX** **VIA FILE & SERVEXPRESS:** I affected electronic service by submitting an electronic version of the document(s) to File & ServeXpress, LLC, which caused the document(s) to be sent by electronic transmission to the person(s) at the electronic service address(es) listed.

**XX** **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that the foregoing was executed on **April 10, 2026**, in Bakersfield, California.

\_\_\_\_\_  
/s/ Kristen L. Moen  
KRISTEN L. MOEN