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11 CAVALIERE; DONNA CORSON; ISRAEL PERLA; and CHARLES SHARP

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF YUBA**

14 MARIEKE FURNEE, GIDEON  
15 BEINSTOCK; JEANETTE CAVALIERE;  
16 DONNA CORSON; ISRAEL PERLA; and  
17 CHARLES SHARP

18 Petitioners/Plaintiffs,

19 v.

20 THE NORTH YUBA WATER DISTRICT, and  
21 DOES 1 through 100, inclusive,

22 Respondents/Defendants.

23 \_\_\_\_\_  
24 YOUNG LIFE, INC. a/k/a YOUNG LIFE  
25 CAMPAIGN, INC., a Texas Corporation,

26 Real Party in Interest.  
27  
28

Case No. CVPT21-00436

**AMENDED VERIFIED PETITION FOR  
WRIT OF MANDATE AND  
COMPLAINT FOR DECLARATORY  
AND INJUNCTIVE RELIEF**

Petitioners/Plaintiffs MARIEKE FURNEE, GIDEON BEINSTOCK; JEANETTE CAVALIERE; DONNA CORSON; ISRAEL PERLA; and CHARLES SHARP (“Plaintiffs”) hereby bring this lawsuit to restrain, prevent, and remedy the illegal distribution and waste of water by the Defendant/Respondent North Yuba Water District (“Defendant” or “NYWD”) and hereby allege:

### **INTRODUCTION**

1. This action challenges NYWD’s decision to refuse water deliveries to irrigation customers and approval of an agreement to distribute water from the Forbestown Ditch to Woodleaf Young Life Camp (the “Woodleaf Contract”) in violation of the Water Code, the Reasonable Use Doctrine, NYWD’s own policies and regulations, and without conducting any environmental review under the California Environmental Quality Act, Public Resources Code, § 21000, *et seq.* (“CEQA”).
2. Plaintiffs thus seek: (1) a writ of mandate pursuant to CEQA and Sections 1085 and 1094.5 of the Code of Civil Procedure setting aside NYWD’s decision to refuse water deliveries to irrigation customers and approval of the Woodleaf Contract for failure to abide by CEQA’s environmental review requirements; (2) a writ of mandate pursuant to Sections 1085 and 1094.5 of the Code of Civil Procedure setting aside NYWD’s approval of the Woodleaf Contract for violations of the Water Code and Reasonable Use Doctrine; (3) a writ of mandate pursuant to Sections 1085 and 1094.5 of the Code of Civil Procedure setting aside NYWD’s decision to deny delivery of irrigation water to its customers for the 2021 irrigation season for violations of the Water Code, the Reasonable Use Doctrine, and NYWD’s Irrigation Water Policy and Regulations; (4) a writ of mandate pursuant to Sections 1085 and 1094.5 of the Code of Civil Procedure requiring NYWD to comply with the applicable provisions of the Water Code, the Reasonable Use Doctrine, and NYWD’s Irrigation Water Policy and Regulations in determining whether to deny delivery of irrigation water to its customers in future irrigation seasons; (5) a writ of mandate requiring NYWD to comply with its duty to maintain the Forbestown Ditch and the Oregon House Dobbins Canal; (6) declaratory judgment pursuant to Section 1060 of the Code of Civil Procedure; (7) injunctive relief pursuant to Sections 525-526 of the Code of Civil Procedure; and (8) injunctive relief pursuant to Section 526a of the Code of Civil Procedure to enjoin the ongoing injury to NYWD property

caused by NYWD's failure to maintain the Forbestown Ditch and the Oregon House Dobbins Canal.

**PARTIES, JURISDICTION, VENUE**

**Parties**

3. Plaintiffs are California Citizens and residents of Yuba County. Plaintiffs are Defendant's customers for agricultural irrigation water. Plaintiffs reside, works, and/or own property within Defendant's geographical service boundaries. Within one year prior to the commencement of this action, Plaintiffs have paid taxes that directly and indirectly fund Defendant, to Yuba County and to the State of California.

4. Defendant NYWD is a public agency located in Yuba County subject to the laws of the State of California.

5. Plaintiffs are informed and believe, and thereupon allege, that Real Party in Interest, YOUNG LIFE, INC. a/k/a YOUNG LIFE CAMPAIGN, INC. ("Younglife") is, and at all times mentioned herein was, a corporation incorporated under the laws of Texas doing regular business in Yuba County.

6. The true names and capacities of Defendants named herein as Does 1 through 100, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiffs, who therefore sues said Defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiffs will amend this Complaint to show such true names and capacities of Does 1 through 100, inclusive, when they have been determined.

**Jurisdiction**

7. Plaintiffs reallege Paragraphs 1 through 6 as though fully set forth herein. Plaintiffs seek relief pursuant to the U.S. Constitution, the California State Constitution, Water Code section 35420, Code of Civil Procedure sections 525, *et seq.*, 1060, 1085, and 1094.5, and Public Resources Code section 21000, *et seq.*

8. Plaintiffs have performed any and all conditions precedent to the filing of this Petition. Plaintiffs exhausted any and all administrative remedies required by law by, *inter alia*, participating in the administrative and environmental review process both in writing and orally

at the public hearing held on April 23, 2021 approving the water transfer which is the subject of this action (the “Project”).

9. Plaintiffs have complied with Public Resources Code § 21167.5 by mailing written notice to Defendant, and proof of service of the letter is attached hereto as **Exhibit “A.”**

10. Plaintiffs have complied with Public Resources Code § 21167.6 by filing a request concerning the preparation of the record of administrative proceedings relating to this action concurrently with this Petition, a copy of which is attached hereto as **Exhibit “B.”** Plaintiffs have no plain, speedy, or adequate remedy in the course of ordinary law unless this Court grants the requested writ of mandate to require Defendant to set aside their agreement to transfer water to Real Party in Interest. In the absence of such remedies, Defendant’s approval will remain in effect in violation of state law, causing irreparable harm to Plaintiffs, other nearby property owners and residents, and the environment.

11. Sections 21168 and 21168.5 of the Public Resources Code and sections 1085 and 1094.5 of the Code of Civil Procedure provide for review in this Court of actions by state agencies and officers to determine whether those actions comply with CEQA. Sections 525-526 of the Code of Civil Procedure provide for an injunction when it appears that Plaintiffs are entitled to the relief sought, and section 1060 of the Code of Civil Procedure provides for a judicial declaration of Plaintiffs’ rights and Respondents’ duties. Accordingly, and based on the facts stated in this Petition, this Court has jurisdiction to grant declaratory and injunctive relief and to issue a writ of mandate on the claims presented here.

12. Further Section 526a of the Code of Civil Procedure allows taxpayers whose taxes go to the funding of a public agency to bring “[a]n action to obtain a judgment, restraining and preventing any illegal expenditure of, waste of, or injury to, the estate, funds, or other property of a local agency.”

### Venue

13. Defendants, and the acts, which are the subject of this action, are located and took place, respectively, within Yuba County.

14. Pursuant to Section 394 of the Code of Civil Procedure, an action against a local agency may be tried in the county where that agency is situated.

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**CONTROLLING LAW**

15. Water Code section 35420 states:

All water distributed for irrigation purposes, except as otherwise provided in this article, shall be apportioned ratably to each holder of title to land upon the basis of the ratio which the last assessment against his land for district purposes bears to the whole sum assessed in the district for district purposes.

16. Code of Civil Procedure § 1060 provides the public the right to seek a determination of the parties' statutory and/or contractual rights.

17. Code of Civil Procedure §§ 525–526 provide the public with the right to injunctive relief to prevent or address irreparable injury when it appears Plaintiffs are entitled to the relief they seek.

18. Code of Code of Civil Procedure § 526a, subdivision (a), states, in pertinent part:

An action to obtain a judgment, restraining and preventing any illegal expenditure of, waste of, or injury to, the estate, funds, or other property of a local agency, may be maintained against any officer thereof, or any agent, or other person, acting in its behalf, either by a resident therein, or by a corporation, who is assessed for and is liable to pay, or, within one year before the commencement of the action, has paid, a tax that funds the defendant local agency. . . .

19. Code of Civil Procedure § 1085 provides the public with the right to enforce, via court order, the performance of ministerial duties and/or the right to correct abuses concerning discretionary duties.

20. Sections 1085 and 1094.5 provide for review in this Court of actions by local agencies and officers to determine whether those actions comply with CEQA.

21. Sections 1085 and 1094.5 further provide for review in this Court of actions by local agencies that are not supported by substantial evidence and are a prejudicial abuse of discretion due to the agency's failure to proceed in a manner required by law, respectively.

22. Public Resources Code § 21000, *et seq.*, sets forth environmental review requirements for public agencies that undertake public projects that have a potential to cause a direct, or a reasonably foreseeable indirect, effect on the environment.

### **GENERAL ALLEGATIONS**

23. As California citizens, Yuba County residents, people who are customers of NYWD, pays taxes to NYWD, Yuba County, and California, and as registered voters and as holders of fundamental constitutional rights of equal protection under the law, Plaintiffs have a present beneficial interest in the outcome of these proceedings and have a clear, present, and substantial right to the relief sought herein. The community they are part of, including being NYWD irrigation water customers, shares their interest in this litigation.

24. Defendant has failed to fulfill its regulatory, statutory, and constitutional duties to Plaintiffs, as described herein.

25. Plaintiffs, those who live within the NYWD sphere of influence, and those who are current and potential customers of NYWD will suffer irreparable harm if their regulatory, statutory, and constitutional rights are not protected and the relief they request is not obtained.

26. As described herein, an actual and existing controversy exists between the parties. Based on the concrete, non-hypothetical facts that currently exist, a judicial determination of the issues pertaining to the actual controversies between the Parties is appropriate at this time under the circumstances and is necessary to clarify the respective rights and duties of the Parties and to guide them to preserve their legal rights.

### **FACTUAL ALLEGATIONS**

27. NYWD was formed in 1952 under Section 30321 of the Water Code, after which it changed its name from “Yuba County Water District” to “North Yuba Water District.” NYWD encompasses the northeastern portion of Yuba County, and has approximately 2,500 taxpaying parcels and approximately 866 water users—115 irrigation customers and 741 service connections—throughout its service area.

28. NYWD’s domestic service connections are served treated water from the Forbestown Treatment Facility (the “FTTF”), which is located near the community of Forbestown. The FTTF receives its water from the Forbestown Ditch and has a maximum capacity of 1.6 cubic

feet per second (“cfs”). However, the average flow used by the FTTF is actually approximately 0.5 cfs, as shown by the available consumption versus production data.

29. The southern portion of NYWD’s service area is dominated by NYWD customers who use NYWD’s water supplies for irrigation and fire suppression (the “Irrigators”). Water is conveyed to the Irrigators through the Oregon House Dobbins Canal (“OHDC”) from Dry Creek.

### **Summary of Relevant NYWD Water Rights**

30. NYWD has two primary water rights at issue in this proceeding:

a. ***Dry Creek (Permit 1270)***. NYWD has the right to divert up to 21.4 cfs/6,060 AFY of natural flow water from Dry Creek between April 1 and October 15 of each year. Once natural flow in Dry Creek (a natural ephemeral creek) has subsided to 4 cfs, NYWD must release water from the FTD (via Costa Creek) to provide water to the irrigation customers. NYWD is not obligated to maintain flow in Dry Creek for fisheries – the agency simply cannot take the remaining 4 cfs of natural flow once levels are that low. Water conveyed by the FTD can be diverted into Costa Creek, which converges with Dry Creek. All water released into Dry Creek from Costa Creek via the FTD can be diverted into the OHDC for irrigation. At a point south of the community of Brownsville, a diversion structure on Dry Creek can be opened to divert water into the OHDC for use by the Irrigators.

b. ***Slate Creek, Lost Creek, and South Fork Feather River (Permits 11516 and 11518)***. Collectively, NYWD has the right to use up to 23,700 acre-feet per year (“AFY”) from Slate Creek (a tributary to the North Fork of the Yuba River), Lost Creek, and South Fork Feather River for beneficial uses within NYWD’s service area. These water supplies originate in Lost Creek, South Fork Feather River, and Slate Creek, and are then diverted by South Fork Feather Water & Power Authority (“SFWPA”) into the Sly Creek Reservoir. From the Sly Creek Reservoir, the collected waters can be released to run through the Woodleaf Power Tunnel and into a diversion facility called SF14-Woodleaf Penstock (“SF14”), both of which are owned and operated by SFWPA. At SF14, the water can be sent (i) west to the Woodleaf Powerhouse or (ii) south into the FTD. The FTD has a number of diversion structures built in, including a diversion into Costa Creek. Costa Creek converges with Dry Creek, and, from Dry

Creek south of Brownsville, NYWD has the capability of diverting these water supplies into the OHDC for the Irrigators.

31. The Lost Creek, South Fork Feather River, and Slate Creek water supplies are affected by a 2005 agreement between SFWPA and NYWD. Under the 2005 Agreement, NYWD is required to release up to 11 cfs of water from the FTD to SFWPA, for irrigation purposes, at a turnout located at the terminus of the “Upper FTD,” called “WD6.” According to NYWD, the Upper FTD experiences up to 35% losses. As such, when SFWPA demands 11 cfs, approximately 16.92 cfs must be released from SF14 ( $11 \text{ cfs} / 0.65 = 16.92 \text{ cfs}$ ). NYWD also asserts the capacity of the FTD is 22 cfs, but USGS data show the flows through the FTD have regularly been up to 24 cfs in the recent past. Further, SFWPA data shows that flows were as high as 25.4 cfs as recently as 2020.

32. Under the 2005 Agreement, NYWD can divert up to 3,700 AFY of its water through SFWPA’s infrastructure, and thence through the FTD, free of charge; however, NYWD’s water delivery to its customers *is second in line* to NYWD’s delivery of SFWPA’s water. NYWD must deliver SFWPA’s full water allotment and any losses sustained through movement of water along the NYWD-owned FTD must be subtracted from NYWD’s (3,700 AF) water allotment. SFWPA must receive their full 3,720 AF regardless of how much water must be put through the system to achieve that. NYWD’s 3,700 AFY is reduced by whatever losses accrue as a result of delivery of SFWPA’s water via the FTD. NYWD also has the capability and choice of taking more than the 3,700 AFY; however, because the diversions into FTD do not go through all of SFWPA’s hydroelectric facilities, any water NYWD uses in excess of water in excess of 3,700 AFY, results in a fee NYWD must pay SFWPA based on SFWPA’s loss of hydroelectric revenues.

#### **Order WRO 2004-0029 and the 2005 Agreement**

33. At certain times relevant to this cause of action, the entity now known as NYWD operated under the name Yuba County Water District (“YCWD”). For the purposes of this cause of action, and for clarity, YCWD will be referred to interchangeably as NYWD.

34. Pursuant to concurrent Change in Purpose and Place of Use Petitions and Petitions for Extension of Time filed by NYWD and South Feather Water and Power Agency (“SFWPA”),



the State Water Resources Control Board (the “SWRCB”) adopted Order WRO 2004-0029 (the “Order”), on June 17, 2004.

35. In the Order, the SWRCB allowed SFWPA and NYWD an extension of time to conduct environmental review and put water to beneficial use under Permits 11516 and 11518, referenced above, subject to certain conditions. The Order further allowed the agencies to seek future extensions of time under Permits 11516 and 11518 under additional conditions.

36. Paragraph 3, section (b) of the Order requires SFWPA and NYWD to submit an agreement allowing NYWD “to use SFWPA’s diversion works and conveyance facilities” in an amount sufficient to accommodate such quantities as NYWD may wish to apply to future growth, as allowed by any applicable future extension of time granted by the SWRCB for the purpose of putting water necessary “for growth and development to beneficial use.”

37. Pursuant to the Order, SFWPA and NYWD entered into that certain Agreement Between South Feather Water and Power Agency and Yuba County Water District, executed May 24, 2005 (the “2005 Agreement”).

38. Part III, ¶ 2 of the 2005 Agreement specifically notes that it “constitutes the requisite agreement under SWRCB Order WRO 2004-0029 by which SFWPA authorizes the use of SFPP diversion, storage and conveyance facilities for the delivery of the water for consumptive uses to YCWD so long as YCWD holds Permits 11516 and 11518 . . . .”

39. Part VI, ¶ 2 of the 2005 Agreement states, in pertinent part:

Beginning on January 1, 2011, YCWD will use its best efforts to maintain in good working order the Upper Forbestown Ditch, any pipelines that replace all or part of the Upper Forbestown Ditch, and turnouts that are used to deliver water from the Upper Forbestown Ditch or any replacement pipelines to SFWPA’s customers, Gauge WD-6 and any gauges or meters that measure deliveries of water to SFWPA’s customers that now receive water from the Upper Forbestown Ditch.

**NYWD’s March 26, 2021, Vote to Refuse Water Deliveries to the Irrigators**

40. The Irrigators rely on regular irrigation deliveries from NYWD for fire suppression, crops and grazing land, and for domestic uses. The need for water is particularly acute due to the increased frequency of wildfires in the area. Nearly all of NYWD is located within the

highest level Fire Hazard Severity Zone (FHSZ), according to the State of California.<sup>1</sup> CalFire regularly uses water from the Irrigators' ponds to fight fires. In addition, the delivery of water reduces wildfire impacts by reducing the amount of dry brush that can accelerate wildfires.

41. On March 26, 2021, NYWD held a public meeting. The agenda did not include any proposed action to refuse water deliveries to the Irrigators. Despite this, at the public meeting, Director Eric Hansard made "a motion that [NYWD] forego the irrigation season altogether." The motion was approved on a 4-1 vote.

42. During the course of the discussion on Director Hansard's motion, the NYWD Board and General Manager made several unsubstantiated and conflicting statements as to why the water supplies could not be delivered to the Irrigators. NYWD's rationale can be boiled down to the following points, none of which are based on confirmed, actual conditions:

- The flows in Dry Creek are only 5.8 cfs, and NYWD needs to allow 4 cfs of bypass flows for fish, leaving only 1.8 cfs for the Irrigators
- NYWD cannot operate the OHDC unless it can divert 12 cfs; and
- NYWD is unable to supplement its water supplies from the FTD because the capacity of the FTD is only 22 cfs, and there is no water left after (i) the 11.0 cfs requested by SFWPA, (ii) the 1.6 cfs for the FTTF, and (iii) 35% losses.

43. These rationalizations are demonstrably inaccurate. And during the course of the meeting, it quickly became clear the decision to refuse irrigation deliveries was being made in response to the Irrigator's opposition to NYWD's proposed piping of the FTD. For example, Director Hansard—who made the motion—blamed "a small group" that had been "constantly [trying] to stop our pipeline project going forward" for NYWD's decision to refuse water deliveries to the Irrigators. During the meeting, Director Hansard was plainly agitated by the Irrigators' opposition to the FTD pipeline project, asserting it was their opposition that caused NYWD to refuse deliveries. Director Hansard was also agitated that the Irrigators had campaigned against the sitting NYWD board. Noting the fact that, after the 2020 election, the downstream Irrigators won two of the five NYWD seats (which was one seat shy of a

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<sup>1</sup> *California Fire Hazard Severity Zone Viewer*, available at <https://gis.data.ca.gov/datasets/789d5286736248f69c4515c04f58f414>

majority), Director Hansard stated, “I would say the voters spoke in the last election” before yelling four times, “You guys lost!”

44. At least one Director expressed concern that NYWD did not have any concrete data to support its decision to refuse water deliveries to the Irrigators. He suggested amending the motion to suggest that NYWD first put “out the feelers and the measuring instruments” to see if sufficient water had or would materialize. While the Directors suggested they may reconsider their decision if there were further storms, they declined to use such data for the initial determination to refuse irrigation deliveries. Nor did NYWD consider any lesser remedies, such as those required under Section 2, subd. H of NYWD’s Irrigation Water Policy and Regulations, which contemplates gradual cutbacks to ensure NYWD customers receive at least *some* water supplies.

**NYWD’s Failure to Maintain the Forbestown Ditch and the Oregon House Dobbins Canal**

45. Plaintiffs are informed and believe, and on that basis allege, that only approximately \$50,000 has been budgeted for repair and maintenance of the FTD over the past ten (10) years, and that this amount has proven to be woefully insufficient given the state of disrepair and the maintenance now required to bring the FTD back to full capacity.

46. Publicly available records further evidence a nearly total lack of regular maintenance, showing, instead, that NYWD primarily only engages in the repair of serious damage when absolutely necessary.

47. Plaintiffs are informed and believe, and on that basis allege, that NYWD has not devoted any funding for maintenance of the OHDC, and that, further, NYWD diverted funding for a Ditchtender and for former superintendent Eric Manley, who were devoted to the OHDC, to supplement the salary of NYWD administration, resulting in little to no regular repair or maintenance of the OHDC.

48. NYWD’s affirmative decision to forego maintenance of the FTD and the OHDC has caused irreparable damage to property of the District, *viz.* the FTD and its flow capacity, the OHDC and its flow capacity and loss percentage, and to Plaintiffs’ properties, and all those properties that are allegedly unable to receive water deliveries due to a lack of capacity in the FTD. According to the declaration of Jeff Maupin in support of NYWD’s opposition to

Plaintiffs' request for a temporary restraining order, NYWD has only been able to provide a full irrigation season to its customers in two (2) of the past approximately eleven (11) years due to capacity issues. This failure not only damages Plaintiffs' properties, but, if allowed to continue, will irreparably damage NYWD's water rights, specifically Permits 11516 and 11518, because NYWD will be limited to such amounts as it has been historically able to put to beneficial use, which has, in turn, been limited largely by the capacity shortfalls of the FTD. Also according to NYWD, more water than can be conveyed with the FTD's current capacity is necessary to provide irrigation to its customers using the OHDC, due to heavy losses allegedly sustained when conveying water down the OHDC.

49. Further, even where given the opportunity to act on its duty to maintain the FTD, NYWD has refused, and continues to refuse, to do so.

50. On or about May 7, 2021, SFWPA sent a letter conveying an offer to NYWD for SFWPA to perform badly needed maintenance on the NYWD-controlled segment of the FTD. Only five (5) days later, in a court hearing on Plaintiffs' request for a temporary restraining order, counsel for NYWD stated that the FTD suffered constraints due to erosion and deterioration. NYWD General Manager, Jeff Maupin, similarly has stated in his declaration in opposition to Plaintiffs' request for a temporary restraining order that the FTD has decreased in capacity due to flat spots which create a backup and cause overflow, and that its current capacity is insufficient to serve all of NYWD's customers' needs.

51. SFWPA believes, based on its ninety-two (92) years of prior experience with the FTD, that it can restore the FTD to a condition that will increase its capacity over thirty-three percent (33%), to approximately thirty (30) cfs, within five (5) days. Further, SFWPA has agreed to charge only its actual costs, and to work with NYWD on a plan for reimbursement over time. Notwithstanding this offer from SFWPA, according to published Minutes from NYWD's meeting on May 28, 2021, NYWD has in excess of four million dollars (\$4,000,000) in its accounts, whereas SFWPA estimates that the repairs and maintenance proposed will cost less than two-hundred fifty thousand dollars (\$250,000). SFWPA offered to use the funds that are normally sent to NYWD annually (\$709,000) as stipulated in the 2005 agreement and which

was included in the contract originally to be used only for maintenance of the FTD. Since 2010, those funds have not been used to maintain the FTD.

52. Despite these realities, and the statements of NYWD's General Manager and counsel, SFWPA's offer of aid was not agendaized or discussed in at least three (3) subsequent board meetings, demonstrating, among other things, NYWD's lack of commitment to maintaining delivery capacity in its facilities.

53. According to NYWD's published Minutes from its May 28, 2021 meeting, Director Gretchen Flohr, of NYWD, asked why the offer was not agendaized and requested a special meeting to discuss the SFWPA offer. However, her request was denied, she was informed that the offer was "work product," without further explanation, and no public comment on the offer was allowed.

54. Further, on or About June 8, 2021, NYWD's new counsel replied to SFWPA's offer to perform the maintenance by stating that SFWPA has not yet complied with CEQA, despite the fact that there are well-known exemptions for maintenance of an ongoing facility and the fact that there is already an established mutual aid agreement in place, and that this occasion would merely be another instance of its ongoing use.

55. Again, in its meeting on June 25, 2021, NYWD failed to agendaize for consideration SFWPA's maintenance offer and has failed to consider the offer in subsequent meetings as well.

#### **Woodleaf Contract**

56. Although on the one hand NYWD claimed no water is available to deliver to Irrigators, NYWD is at the same time seeking to convey its water supplies to third-parties. For example, on April 23, 2021, NYWD's board considered a water supply agreement to deliver 0.2 cfs of water to Woodleaf Young Life Camp for "irrigation purposes" (the "Woodleaf Contract"). When it considered the Woodleaf Contract, NYWD did not consider the impact of the agreement on the Irrigators, or the potential environmental impacts under CEQA. A true and correct copy of the Woodleaf Contract is attached hereto as **Exhibit "C."**

57. Several Irrigators, including Furnee, objected to the Woodleaf Contract. The Irrigators rightly asserted NYWD lacked any basis to sell its water supplies while at the same time

denying water deliveries to the Irrigators. The Irrigators also pointed out that NYWD may not consider the Woodleaf Contract without performing any environmental review under CEQA. The Irrigators likewise asserted NYWD's decision violated Section 35420 of the Water Code by delivering water without apportioning water ratably to each landowner. Despite these objections, NYWD approved the Woodleaf Contract. In July 2021, Dr. Gretchen Flohr proposed that the Board reconsider the irrigation deliveries as SFWPA was only using 7 cfs leaving plenty of water for NYWD customers. SFWPA had in fact, been using only 7 cfs since May 2021. Despite the Director previously stating they would reconsider their decision – Dr. Flohr's motion was met with silence and the motion failed. At this time, only 15 cfs is flowing through FTD, with no attempt to deliver water to the irrigators.

### **The Project Is Cognizable Under CEQA**

58. CEQA requires environmental review of “discretionary projects proposed to be carried out or approved by public agencies.” (Public Resources Code, § 21080, subd. (a).)

59. Public Resources Code Section 21065 defines a “project” as an “activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment, and which is any of the following: an activity directly undertaken by any public agency; an activity undertaken by a person which is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies; or an activity that involves the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.”

60. The NYWD's approval of the Woodleaf Contract is a “discretionary” act because NYWD is under no obligation to provide water to Younglife.

61. The decision to refuse irrigation water deliveries to irrigation customers is likewise a “discretionary” act.

62. The Woodleaf Contract and the decision to forego irrigation deliveries constitute a “project” under CEQA because it is an “activity [which] may cause either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment.”

### **NYWD's Irrigation Water Policies and Regulations**

63. Plaintiffs are informed and believe, and thereupon allege that NYWD's policies and practices are governed by officially adopted policies and regulations. A true and correct copy of NYWD's Irrigation Water Policies and Regulations (the "Regulations") is attached hereto, as **Exhibit "D."**

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64. The General Manager of NYWD is required to enforce the Regulations, which take precedence over other policies of NYWD as to the delivery and sale of irrigation water within the district.

65. The Regulations contemplate certain procedures for application during times of shortage. These procedures are meant to assist in allocating water in a way that serves the needs of NYWD as a whole. The Regulations further require that cutbacks to water allocations be made in stages, as set forth within the Regulations.

66. The Regulations provide a tiered cutback structure, with three (3) stages of cutbacks prior to a final stage of total cutbacks once all irrigation water has been depleted.

67. The first stage of cutbacks required the General Manager to solicit voluntary reductions in use of water.

68. The second stage of cutbacks allows NYWD to cut back all deliveries in excess of three (3) miner's inches (mi), subject to "beneficial use" as defined by the Regulations.

69. Beneficial use, as defined in the Regulations, expressly contemplates cutbacks to filling ponds used for aesthetics and recreation. Beneficial use does not include domestic uses or vegetation, but does include crops and vegetable gardens.

70. If the secondary cutbacks are unsuccessful, all deliveries in excess of one (1) mi will be cut back to one (1) mi for the remainder of the season, until irrigation water is depleted.

71. The General Manager is not provided any discretion by the Regulations as to whether to use the staged cutback provisions in response to water shortages.

## **CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION**

#### **Writ of Mandate – Violation of CEQA**

**(NYWD, and DOES 1-100)**

72. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1 through 71 in their entirety, as though fully set forth herein.

73. CEQA was enacted to require public agencies and decision-makers to document and consider the environmental implications of their actions before formal decisions are made, (Pub. Resources Code, § 21002), and to “[e]nsure that the long-term protection of the environment shall be the guiding criterion in public decisions.” (Pub. Resources Code, § 21001, subd. (d).) “CEQA was intended to be interpreted in such a manner as to afford the fullest possible protection to the environment within the reasonable scope of statutory authority.” (CEQA Guidelines, § 15003, subd. (f).) The overriding purpose of CEQA is to ensure agencies regulating activities that may affect the environment give primary consideration to preventing environmental damage. CEQA is the Legislature’s declaration of policy that all necessary action be taken to protect, rehabilitate and enhance the environmental quality of the state. (*Save Our Peninsula v. Monterey County Board of Supers.* (2001) 87 Cal.App.4th 99, 177 [citing *Laurel Heights Improvement Ass’n v. Regents of Univ. of Calif.* (1988) 47 Cal.3d 373, 392].)

74. Where the CEQA environmental process was procedurally or substantively defective, reviewing courts may find prejudicial abuse of discretion even if proper adherence to CEQA mandates may not have resulted in a different outcome. (Pub. Resources Code, § 21005, subd. (a).) For example, the Court in *Citizens to Preserve the Ojai v. County of Ventura* (1985) 176 Cal.App.3d 421, 428, held that the certification of an EIR that had not adequately discussed the environmental impacts of the project constituted a prejudicial abuse of discretion even if strict compliance with the mandates of CEQA would not have altered the outcome. The Court in *Resource Defense Fund v. LAFCo* (1987) 191 Cal.App.3d 886, 897–98 [*disapproved on other grounds, Voice of the Wetlands v. State Water Resources Control Bd.* (2011) 52 Cal 4th 499, 528-29], went so far as to declare that failure to comply with CEQA procedural requirements was *per se* prejudicial. The court in *Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 712, in turn, explained that an agency commits prejudicial error if “the failure



to include relevant information precludes informed decision making and informed public participation, thereby thwarting the statutory goals of the EIR process.”

75. NYWD performed a discretionary action in deciding to forego the irrigation season water deliveries to its irrigation customers, including Plaintiffs. NYWD also performed a discretionary action in approving the Woodleaf Contract. Yet, prior to deciding to forego the irrigation season and approving the Woodleaf Contract, NYWD was required to comply with CEQA, *at a minimum*, performing an Initial Study to determine if the refusal of water deliveries and/or the Woodleaf Contract was a “project” under CEQA. Contrary to the law, NYWD did not do so.

76. Pursuant to Public Resources Code section 21080.5, Plaintiffs are entitled to petition this Court for a writ of mandate requiring NYWD to comply with CEQA.

77. Due to the lack of maintenance in the FTD and the OHDC, NYWD’s refusal of irrigation deliveries is now a common occurrence. In both 2021 and past years, NYWD has elected to deliver water to third-parties, including Woodleaf, instead of serving its irrigation customers. NYWD has never performed environmental review for such decisions. Without relief from this Court, these issues of important and continuing interest will continue to recur.

78. Plaintiffs also have a clear, present, and beneficial right to performance by NYWD of its duties under CEQA, and NYWD has the duty and capacity to perform their duties under CEQA. NYWD’s decision to refuse water deliveries and its approval of the Woodleaf Contract furthers NYWD’s efforts to deprive Plaintiffs, and other irrigation customers, of irrigation water, with complete disregard for the multiple environmental impacts these decisions will cause. NYWD’s failure to perform their duties requires this Court to issue a writ of mandate directing them to discharge their duties under Code of Civil Procedure sections 1085 and 1094.5, and Public Resources Code sections 21080.5, 21168, and 21168.5.

## **SECOND CAUSE OF ACTION**

### **Writ of Mandate – Fair Argument of Significant Impacts in Violation of CEQA**

#### **(NYWD, and DOES 1-100)**

79. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1 through 78 in their entirety, as though fully set forth herein.

**80.** CEQA was adopted by the California Legislature to prevent environmental harm while providing a decent home and satisfying living for every Californian. The policies and legislative intent behind CEQA are intended to be an integral party of any public agency's decision-making process. CEQA applies to discretionary projects approved by public agencies.

**81.** NYWD is eligible to be a "lead agency" responsible for evaluating the Woodleaf Contract's environmental impacts under CEQA. As a part of this duty, NYWD was required to prepare an Environmental Impact Report (EIR) if substantial evidence in the record supports a "fair argument" that the refusal of water deliveries to irrigation customers and/or the Woodleaf Contract may have a significant impact on the environment.

**82.** CEQA also required NYWD to adopt feasible mitigation measures to reduce or avoid any significant environmental impacts. If substantial evidence in the record supports a "fair argument" that a project's significant environmental impacts could not be mitigated to a less than significant level, NYWD is likewise required to prepare a full environmental impact report instead of a mitigated negative declaration.

**83.** NYWD's approval of the Woodleaf Contract constitutes a discretionary act that triggers its obligation to comply with CEQA.

**84.** NYWD's decision to forego the irrigation season constitutes a discretionary act that likewise triggers CEQA obligations.

**85.** As noted above, NYWD violated CEQA by approving the refusal of water deliveries and in approving the Woodleaf Contract because, based on the record, NYWD failed to adequately evaluate and mitigate the environmental impacts that may be significant, including, but not limited to:

A. *Aesthetics.* Substantial evidence of a fair argument exists that the repeated deprivation of water which the District has imposed on the residents of the area for the past five (5) years has resulted in the loss of substantial amounts of trees and the inability to fill ponds on their properties. These impacts collectively reduce the scenic character of the area and degrade the existing visual character of the public views.

B. ***Agricultural and Forestry Resources.*** Substantial evidence of a fair argument exists that the irrigation customers will suffer new, continuing, and devastating impacts to their crops, livestock, and soil quality as a result of the District's irresponsible and retaliatory management of water.

C. ***Biological Resources.*** A fair argument exists that the ditches and canals deprived of water by the District's actions are home to the protected Foothill yellow-legged frog, the Ringtail Cat, and freshwater shrimp. The presence of sensitive species requires further review before exercising District discretion to deprive these species' habitat of necessary water.

D. ***Geology and Soils.*** A fair argument also exists that the repeated and ongoing refusal to convey water to the irrigators leaves the land exposed and vulnerable to erosion. Burrowing animals are also able to access parts of the canal that would otherwise be submerged, and can cause significant structural damage to the canal. In addition, the irrigators' resulting increased reliance on groundwater to irrigate crops and water livestock in the area may lead to subsidence, due to massive depletion in groundwater reserves as a direct result of the District's actions.

E. ***Hydrology and Water Quality.*** Substantial evidence of a fair argument also exists that the increased reliance on groundwater will affect the water quality of the remaining reserves. Dissolved solids in groundwater are dispersed throughout the reserves stored underground, and, as those reserves are quickly and substantially depleted, the proportion of dissolved solids in the remaining water is necessarily higher. Further, the deprivation of flow to the canal reduces recharge, and exacerbates an already catastrophic lack of groundwater in California for agricultural purposes.

F. ***Wildfire.*** A fair argument exists that the aforementioned loss of trees, and a lack of available water for landscaping will contribute to the continued drying of an area already historically plagued by wildfires. In the last three years, water from ponds filled by irrigation water has been used successfully by CalFire to fight fires in the area. Choppers carrying gondolas have used the ponds to fill their gondolas. Further, CalFire can drop pumps directly into the irrigation ditches and FTD to get water to fight fire. Further, the ditches (over

100 years old) have significant green belts around them providing natural fire breaks. Local residents can get water from the ditch to fight fire on their property and to keep a green belt around their lands. Further, the lack of water directly impacts fire crews' and residents' ability and capacity to combat wildfires when they do occur, which grows increasingly likely year after year.

86. NYWD violated CEQA by failing to prepare an EIR for the decision to forego the irrigation season deliveries to its irrigation customers and/or for the Woodleaf Contract when the record demonstrates that these acts may cause the potentially significant environmental impacts described above, among others, which have not been adequately disclosed, analyzed, or mitigated to a less than significant level.

87. NYWD prejudicially abused their discretion, and failed to proceed in a manner required by law, by failing to conduct any environmental analysis whatsoever despite the presence of a fair argument that the refusal of water deliveries to the irrigation customers and/or the Woodleaf Contract would have significant environmental effects. Thus, NYWD abused its discretion by failing to prepare an environmental impact report to address the significant environmental impacts.

88. Due to the lack of maintenance in the FTD and the OHDC, NYWD's refusal of irrigation deliveries is now a common occurrence. In both 2021 and past years, NYWD has elected to deliver water to third-parties, including Woodleaf, instead of serving its irrigation customers. NYWD has never performed environmental review for such decisions. Without relief from this Court, these issues of important and continuing interest will continue to recur.

89. Plaintiffs have a clear, present and beneficial right to performance by NYWD of its duties under CEQA, and NYWD has the duty and capacity to perform their duties under CEQA as the lead agency of the Project. Plaintiffs also have a clear, present, and beneficial interest in the issuance of a writ of mandate as they are and will be adversely affected by NYWD's violations of CEQA. The failure of NYWD to perform their duties under the law requires this Court to issue a writ of mandate directing them to discharge their duties under CEQA, pursuant to Sections 21080 and 21080.5 of the Public Resources Code and Sections 1085 and 1094.5 of the Code of Civil Procedure.

**THIRD CAUSE OF ACTION**

**Writ of Mandate – Violation of Water Code**

**(NYWD, and DOES 1-100)**

90. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1 through 89 in their entirety, as though fully set forth herein.
91. As a California Water District, NYWD is subject to the provisions contained in Division 13 of the California Water Code. (Wat. Code § 34013, *et seq.*)
92. Division 13, section 35420, of the Water Code specifically requires that “[a]ll water distributed for irrigation purposes, except as otherwise provided in this article, shall be apportioned ratably to each holder of title to land upon the basis of the ratio which the last assessment against his land for district purposes bears to the whole sum assessed in the district for district purposes.”
93. Even assuming that Woodleaf is an existing irrigation customer of NYWD—which is inaccurate—the Woodleaf Contract does not provide that Woodleaf’s ownership of property within NYWD has increased, or other owner’s property has decreased, such that Woodleaf is entitled to more irrigation water per Water Code section 35420.
94. Further, in refusing to deliver any irrigation water to its irrigation customers, NYWD violated Water Code section 35420 by failing to distribute water on a ratable basis.
95. As a result of the foregoing, NYWD has abused its discretion by acting in a manner that is arbitrary and capricious, and without evidentiary support.
96. Due to the lack of maintenance in the FTD and the OHDC, NYWD’s refusal of irrigation deliveries is now a common occurrence. In both 2021 and past years, NYWD has elected to deliver water to third-parties, including Woodleaf, instead of serving its irrigation customers. NYWD has never performed environmental review for such decisions. Without relief from this Court, these issues of important and continuing interest will continue to recur.
97. Plaintiffs have no plain, speedy, and adequate remedy in the ordinary course of law.
98. Plaintiffs therefore request that the Court issue a writ of mandate, pursuant to Sections 1085 and 1094.5 of the Code of Civil Procedure, and the Court’s inherent equitable powers, to compel NYWD to set aside its approval of the Woodleaf Contract pursuant to the Water Code.

**FOURTH CAUSE OF ACTION**

**Writ of Mandate – Violation of Reasonable Use Doctrine**

**(NYWD, and DOES 1-100)**

99. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1 through 98 in their entirety, as though fully set forth herein.

100. The Water Code provides that “[w]ater is a public resource that the California Constitution protects against waste and unreasonable use.” (Wat. Code § 10608, subd. (a).) “All uses of water . . . must conform to the standard of reasonable use.” (*National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419, 442.) “What constitutes reasonable water use is dependent upon not only the entire circumstances presented but varies as the current situation changes.” (*Environmental Defense Fund, Inc. v. East Bay Min. Utility Dist.* (1980) 26 Cal.3d 183, 194; see *In re Matter of Applications 23865 and 23943*, (1973) Cal.St.Wat.Res.Bd. 1973 WL 19665 [Storage of water for purely aesthetic purposes to afford recreation for a few was not reasonable or in the public interest].)

101. Plaintiffs are informed and believe, and thereupon allege, that Woodleaf Young Life Camp intends to use the water distributed by the Woodleaf Contract for, at best, the recreation and aesthetic purpose of filling up ponds on its property. NYWD intends to provide Woodleaf Young Life Camp with water for these purposes, in excess of what Woodleaf Young Life Camp already receives, while threatening to deny water to irrigators who produce foodstuffs and other resources for public consumption. In promoting the storage of water for plainly aesthetic purposes rather than convey that water to irrigation customers, who need the water to sustain life, NYWD is in direct violation of its obligation to make reasonable use of water.

102. Furthermore, by refusing irrigation water deliveries and refusing to put water to irrigation use, NYWD likewise violated its obligation to make reasonable use of water.

103. As a result of the foregoing, NYWD has abused its discretion by acting in a manner that is arbitrary and capricious, and without evidentiary support.

104. Due to the lack of maintenance in the FTD and the OHDC, NYWD’s refusal of irrigation deliveries is now a common occurrence. In both 2021 and past years, NYWD has elected to deliver water to third-parties, including Woodleaf, instead of serving its irrigation

customers. NYWD has never performed environmental review for such decisions. Without relief from this Court, these issues of important and continuing interest will continue to recur.

105. Plaintiffs have no plain, speedy, and adequate remedy in the ordinary course of law.

106. Plaintiffs therefore request that the Court issue a writ of mandate, pursuant to Sections 1085 and 1094.5 of the Code of Civil Procedure, and the Court's inherent equitable powers, to compel NYWD to set aside its decision to forego the irrigation season and its approval of the Woodleaf Contract pursuant to the Reasonable Use Doctrine.

107. Plaintiffs further request that the Court issue a writ of mandate, pursuant to Sections 1085 and 1094.5 of the Code of Civil Procedure, and the Court's inherent equitable powers, to compel NYWD to set aside its refusal to provide water to the irrigators for the 2021 irrigation season pursuant to the Reasonable Use Doctrine and to abide by the Reasonable Use Doctrine when making future decisions that will affect the delivery of water to NYWD's irrigation customers.

#### **FIFTH CAUSE OF ACTION**

#### **Writ of Mandate – Refusal to Release Water**

#### **(NYWD, and DOES 1-100)**

108. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1 through 107 in their entirety, as though fully set forth herein.

109. NYWD holds its water rights in trust for the beneficial use of its customers.

110. NYWD is required to provide equitable service to all beneficial users within its service area. Plaintiffs and the other irrigators in the NYWD service area put water delivered to them by NYWD to beneficial use for agricultural and fire protection purposes. Therefore, Plaintiffs and the other irrigators have a vested right to an equitable portion of the water rights and permits held by NYWD.

111. Woodleaf's purported need for additional water is subordinate to NYWD's duty to serve all of its users.

112. The Woodleaf Contract guarantees Woodleaf an additional apportionment of NYWD's water, in essence giving Woodleaf absolute priority over the irrigators in the district. Thus, in a

shortage, the irrigators will bear the entirety of the burden and suffer the entirety of the impacts.

**113.** The refusal to release water is also based on assertions which are contrary to the facts as they currently exist.

**114.** At least two-times since NYWD's decision to forego the irrigation season, Director Gretchen Flohr has moved the Board to reconsider that decision. Publicly available SFWPA documents have shown that SFWPA has not taken more than 7 cfs of its available 11 cfs at WD-6, continuously throughout the summer months. As a result, NYWD was only diverting approximately 15 cfs through the FTD, leaving at least 7 cfs of capacity—even at the allegedly reduced figure relied on by NYWD—which could have been used to make a partial delivery to the irrigators.

**115.** As previously described herein, the absolute prioritization of an aesthetic use over every irrigator, each of whom are owners of a vested right to water service by NYWD, and the failure to respond to changing conditions in order to provide service to the irrigators are violations of express provisions of the Water Code, the Reasonable Use Doctrine, and the California Constitution.

**116.** Due to the lack of maintenance in the FTD and the OHDC, NYWD's refusal of irrigation deliveries is now a common occurrence. In both 2021 and past years, NYWD has elected to deliver water to third-parties, including Woodleaf, instead of serving its irrigation customers. NYWD has never performed environmental review for such decisions. Without relief from this Court, these issues of important and continuing interest will continue to recur.

**117.** Plaintiffs have no plain, speedy, and adequate remedy in the ordinary course of law. Plaintiffs therefore request that the Court issue a writ of mandate, pursuant to Sections 1085 and 1094.5 of the Code of Civil Procedure, and the Court's inherent equitable powers, to compel NYWD to set aside its refusal to release water to Plaintiffs and the other irrigators in an amount proportional to the land owned by the irrigators in the NYWD service area, or to institute cutbacks pursuant to the procedures and in accordance with the quantities set for in the policies and regulations.

### **SIXTH CAUSE OF ACTION**



**Writ of Mandate – Failure to Comply with NYWD Irrigation Water Policies and Regulations  
(NYWD, and DOES 1-100)**

118. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1 through 117 in their entirety, as though fully set forth herein.

119. The NYWD General Manager is required to institute cutbacks in water deliveries in response to a water shortage in accordance with the policies and regulations adopted by NYWD for the purpose of governing such cutbacks.

120. The General Manager is required to, first, seek voluntary cutbacks in response to a shortage.

121. The General Manager may, then, institute cutbacks to deliveries in two successive stages, pursuant to prescribed procedures and quantity limitations as set forth in the irrigation water policies and regulations, and as further set forth in this Complaint.

122. NYWD—nor any of its officers, directors, agents, or employees—never sought any voluntary cutbacks of water deliveries prior to deciding to forego the entire irrigation season for all irrigators, including Plaintiffs.

123. NYWD—nor any of its officers, directors, agents, or employees—never instituted either the secondary or tertiary tier of the mandatory cutback system, nor provided any explanation as to why that system was not being utilized.

124. This violation of NYWD’s own irrigation water policies and regulations was not supported by substantial evidence, and was a prejudicial abuse of discretion because of NYWD’s failure to proceed in a manner required by law.

125. Due to the lack of maintenance in the FTD and the OHDC, NYWD’s refusal of irrigation deliveries is now a common occurrence. In both 2021 and past years, NYWD has elected to deliver water to third-parties, including Woodleaf, instead of serving its irrigation customers. NYWD has never performed environmental review for such decisions. Without relief from this Court, these issues of important and continuing interest will continue to recur.

126. Plaintiffs have no plain, speedy, and adequate remedy in the ordinary course of law. Plaintiffs therefore request that the Court issue a writ of mandate, pursuant to Sections 1085 and 1094.5 of the Code of Civil Procedure, and the Court’s inherent equitable powers, to

compel NYWD to set aside its refusal to release water to Plaintiffs and the other irrigators in an amount proportional to the land owned by the irrigators in the NYWD service area, or to institute cutbacks pursuant to the procedures and in accordance with the quantities set for in the policies and regulations. Plaintiffs further request that the Court issue a writ of mandate directing NYWD to comply with its own irrigation water policies and regulations when making cutbacks to deliveries to its customers in the future.

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**SEVENTH CAUSE OF ACTION**

**Writ of Mandate – Bias and Violation of Substantive Due Process**

**(NYWD, and DOES 1-100)**

127. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1 through 126 in their entirety, as though fully set forth herein.

128. California common law requires that public officers act with “disinterested skill, zeal and diligence primarily for the benefit of the public.” (*Noble v. City of Palo Alto* (1928) 89 Cal.App.47, 51.) As a result, project proponents enjoy the right to a fair and unbiased decision-maker. (*Cohan v. City of Thousand Oaks* (1994) 30 Cal.App.4th 547, 557; see also *City of Fairfield v. Superior Court* (1975) 14 Cal.3d 768, 772.) Thus, a decisionmaker is disqualified from participating in a matter if that decisionmaker is biased in favor or against a party involved in that decision. (*Nasha v. City of Los Angeles* (2004) 125 Cal.App.4th 470, 486; *Clark v. City of Hermosa Beach* (1996) 48 Cal.App.4th 1152.)

129. Throughout the proceedings relating to the decisions to refuse water deliveries to its irrigation customers, NYWD Directors evidenced clear bias against irrigation customers. Specifically, NYWD Director Hansard blamed the lack of water for irrigation on the irrigators’ opposition to NYWD’s piping project on the FTD. Director Hansard, speaking on behalf of

the Board, specifically identified irrigators, by name, as persons responsible for the decision to forego the irrigation season, and further, demanded an apology from said irrigators.

130. At these same proceedings, Director Hawthorne likewise indicated that the decision to forego the irrigation season was a result of irrigators' opposition to the FTD project.

131. Further, Plaintiffs are informed and believe, and on that basis allege that, over the course of the previous ten (10) years, the NYWD Directors have repeatedly failed to allocate funding for maintenance and upkeep of the FTD and the OHDC, to the detriment of the irrigators, while allocating funding to improve delivery to domestic users and third-parties.

132. As a result of the foregoing, NYWD abused its discretion by acting in a manner that was arbitrary and capricious, and lacking evidentiary support.

133. Due to the lack of maintenance in the FTD and the OHDC, NYWD's refusal of irrigation deliveries is now a common occurrence. In both 2021 and past years, NYWD has elected to deliver water to third-parties, including Woodleaf, instead of serving its irrigation customers. NYWD has never performed environmental review for such decisions. Without relief from this Court, these issues of important and continuing interest will continue to recur.

134. Plaintiffs have no plain, speedy, and adequate remedy in the ordinary course of law. Plaintiffs therefore request that the Court issue a writ of mandate, pursuant to Sections 1085 and 1094.5 of the Code of Civil Procedure, and the Court's inherent equitable powers, to invalidate NYWD's decision to refuse water deliveries to irrigation customers this irrigation season on the basis of unlawful bias. Plaintiffs further request the Court issue a writ of mandate prohibiting NYWD from allocating funding such that projects for the benefit of domestic customers are unreasonably given priority over those for the irrigation customers.

### **EIGHTH CAUSE OF ACTION**

#### **Waste of and Injury to the Property of North Yuba Water District**

**[Code of Civil Procedure § 526a]**

**(NYWD, and DOES 1-100)**

135. Plaintiffs reallege and incorporate by reference the preceding Paragraphs 1 through 134, as though fully set forth herein.

136. Plaintiffs are informed and believe, and on that basis allege, that the 2005 Agreement, entered into pursuant to the Order and described in pertinent part in Paragraphs 41–43 herein, created a mandatory legal duty to maintain the portion of the FTD owned and operated by NYWD.

137. Plaintiffs are further informed and believe, and on that basis allege that, pursuant to NYWD's duty to serve all of its customers, NYWD has a mandatory legal duty to maintain the OHDC.

138. Plaintiffs are informed and believe, and on that basis allege, that, over the course of the previous ten (10) year period, continuing to today, NYWD has allowed the FTD and the OHDC to fall into disrepair, causing a substantial loss of flow capacity in violation of the 2005 Agreement and NYWD's duty to serve all of its customers.

139. The aforementioned reduction in flow capacity and the general lack of maintenance have directly resulted in injury to NYWD's ability to fulfill its own purpose as a water district, to serve its customers, and will also, as a matter of law, result in the reduction of the amount of water to which NYWD is entitled under its existing permits due to NYWD's failure to put the entire permitted amount to beneficial use during the period within which NYWD has been allowed to perfect its water rights.

140. This affirmative decision is evidenced, in part, by NYWD's allocation of insufficient funds to carry out the maintenance necessary to preserve the flow capacity of the FTD, and the failure to allocate any funds to the maintenance or improvement of the OHDC. This failure to allocate sufficient funds is ongoing, and has occurred for at least the past ten (10) years.

141. This affirmative decision is further evidenced by correspondence and sworn testimony referenced in Paragraphs 44 and 46 herein, demonstrating that NYWD has, without legal justification, refused opportunities to have maintenance performed, at cost, that would increase the capacity of the FTD by approximately one-third (1/3), which NYWD is aware is necessary to serve the needs of its customers and which NYWD has the resources to fund. In fact, instead of accepting the offer of aid, NYWD has engaged in active opposition to the offer.

142. The aforementioned actions and conduct of NYWD are violations of a legal duty imposed by the contract entered into between the two (2) public agencies, pursuant to a binding

order from the State Water Resources Control Board, for the transfer and use of facilities meant to provide crucial resources to their constituents. The aforementioned actions and conduct are also a breach of the duty imposed on NYWD, by virtue of its purpose as a water district, to serve all of its customers, and to take such actions as reasonable and necessary to carry out that purpose.

143. This intentional breach of NYWD's duty to maintain the FTD and the OHDC has caused irreparable damage to Plaintiffs' and NYWD's own property due to the prolonged reduction in capacity of the FTD and the worsening losses suffered during conveyance down the OHDC, as set forth in more detail above.

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**NINTH CAUSE OF ACTION**

**Writ of Mandate – Maintenance of the Forbestown Ditch and the Oregon House Dobbins Canal  
(NYWD, and DOES 1-100)**

144. Plaintiffs reallege and incorporate by reference the preceding Paragraphs 1 through 143, as though fully set forth herein.

145. Plaintiffs are informed and believe, and on that basis allege, that a duty arose—pursuant to a written contract between NYWD and SFWPA entered into as a result of a binding order from the State Water Resources Control Board and pursuant to NYWD's duty to fulfill its purpose as a water district to serve all of its customers—requiring NYWD to maintain both the FTD and the OHDC.

146. Plaintiffs are informed and believe, and on that basis allege, that NYWD has failed to act in accordance with the above-described duty to maintain the FTD and the OHDC, and, instead, has intentionally allowed the FTD and OHDC to fall into disrepair, causing the loss of capacity of the FTD and worsening losses suffered when conveying water down the OHDC.

147. NYWD's failure to act in accordance with its mandatory duty to maintain the FTD and the OHDC has caused, and will continue to cause, injury to NYWD's own assets—including the FTD and the OHDC themselves and NYWD's water rights—and to the irrigators' properties.

148. This violation of NYWD's mandatory duty to maintain the FTD and the OHDC was not supported by substantial evidence, and was a prejudicial abuse of discretion because of NYWD's failure to proceed in a manner required by law.

149. Due to the lack of maintenance in the FTD and the OHDC, NYWD's refusal of irrigation deliveries is now a common occurrence. In both 2021 and past years, NYWD has elected to deliver water to third-parties, including Woodleaf, instead of serving its irrigation customers. NYWD has never performed environmental review for such decisions. Without relief from this Court, these issues of important and continuing interest will continue to recur.

150. Plaintiffs have no plain, speedy, and adequate remedy in the ordinary course of law. Plaintiffs therefore request that the Court issue a writ of mandate, pursuant to Sections 1085 and 1094.5 of the Code of Civil Procedure, and the Court's inherent equitable powers, to invalidate NYWD's decision to forego maintenance of the FTD and the OHDC and to invalidate NYWD's decision to withhold SFWPA's offer of aid, described above, from consideration by the NYWD Board of Directors and NYWD's customers.

### **TENTH CAUSE OF ACTION**

#### **Declaratory Relief – Agency Pattern and Practice**

#### **(NYWD, and DOES 1-100)**

151. Plaintiffs reallege and incorporate by reference the preceding Paragraphs 1 through 150, as though fully set forth herein.

152. "Declaratory relief is appropriate to obtain judicial clarification of the parties' rights and obligations under applicable law." (*Californians for Native Salmon etc. Assn. v. Department of Forestry* (1990) 221 Cal.App.3d 1419, at 1427.) Where an agency adopts an "an administrative agency policy of ignoring or violating applicable laws and regulations," such adoption presents a justiciable controversy appropriate for declaratory relief. (*East Bay Mun. Utility Dist. v. Department of Forestry & Fire Protection* (1996) 43 Cal.App.4th 1113, 1119.)

153. With respect to the violations of law alleged in the First through Ninth Causes of Action, there exists a clear and actual controversy between Plaintiffs and NYWD regarding NYWD's repeated failures to comply with CEQA, the CEQA Guidelines, NYWD's Irrigation Water Policy and Regulations, the Reasonable Use Doctrine, the Water Code, and NYWD's

mandatory legal and contractual duty to maintain the FTD and the OHDC. Plaintiffs contend that NYWD has not complied with CEQA, the CEQA Guidelines, NYWD's Irrigation Water Policy and Regulations, the Reasonable Use Doctrine, the Water Code, and NYWD's mandatory legal and contractual duty to maintain the FTD and the OHDC, while NYWD contends that they have done so.

154. To remedy these violations of law, Plaintiffs request a declaration of the duties of Respondents under CEQA, the CEQA Guidelines, NYWD's Irrigation Water Policy and Regulations, the Reasonable Use Doctrine, the Water Code, and NYWD's mandatory legal and contractual duty to maintain the FTD and the OHDC. Plaintiffs also request a judicial determination that Defendants have a pattern and practice of approving projects: (1) without complying with CEQA or the CEQA Guidelines; (2) without complying with NYWD's Irrigation Water Policy and Regulations; (3) in violation of the Reasonable Use Doctrine; (4) in violation of its duties under the Water Code; and (5) in violation of its mandatory legal and contractual duty to maintain the FTD and the OHDC. Such declarations are a necessary and proper exercise of this Court's power under section 1060 of the Code of Civil Procedure and under section 11350 of the Government Code, to prevent violation of the Government Code, which requires that all valid regulations shall be made "in accordance with standards prescribed by other provisions of law," including CEQA, the CEQA Guidelines, NYWD's Irrigation Water Policy and Regulations, the Reasonable Use Doctrine, the Water Code, and NYWD's mandatory legal and contractual duty to maintain the FTD and the OHDC.

### **ELEVENTH CAUSE OF ACTION**

#### **Injunctive Relief**

#### **(NYWD, and DOES 1-100)**

155. Plaintiffs reallege and incorporate by reference the preceding paragraphs 1 through 154 in their entirety, as though fully set forth herein.

156. Unless or until this Court issues an order immediately enjoining and restraining NYWD from performing on the Woodleaf Contract and furthering the denial of water to Plaintiffs, Plaintiffs will suffer irreparable harm. The harm complained of is irreparable because Plaintiffs will be permanently deprived of irrigation water that they are entitled to, and further,

will be made to suffer from the environmental effects the deprivation of water will cause to their land.

**157.** Furthermore, NYWD's actions not only harm Plaintiffs, but also the other irrigation customers still waiting for irrigation water owed to them. NYWD's actions threaten to deprive a whole community of Plaintiffs' neighbors water which is rightfully theirs, with no regard for the consequences, including any resulting impacts on the environment.

**158.** Therefore, Plaintiffs seek a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control, from taking any action in furtherance of the Woodleaf Contract.

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### **PRAYER FOR RELIEF**

#### **As to Plaintiffs' First Cause of Action:**

1. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to engage in environmental review pursuant to CEQA.
2. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from performing on the Woodleaf Contract or instituting the refusal of water deliveries to irrigation customers until CEQA review is completed.
3. Any other relief the Court deems appropriate.

#### **As to Plaintiffs' Second Cause of Action:**

1. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to engage in environmental review pursuant to CEQA.
2. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party



acting in concert with or under their control from performing on the Woodleaf Contract or instituting the refusal of water deliveries to irrigation customers until CEQA review is completed.

3. Any other relief the Court deems appropriate.

**As to Plaintiffs' Third Cause of Action:**

1. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to refrain from performing on the Woodleaf Contract.

2. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to rescind its refusal to provide water to the irrigators for the 2021 irrigation season and to prohibit NYWD from instituting cutbacks without following the procedures in its irrigation water policies and regulations now and in future irrigation seasons.

3. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from performing on the Woodleaf Contract.

4. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from instituting NYWD's refusal to provide water to the irrigators for the 2021 irrigation season and prohibiting NYWD from instituting cutbacks without following the procedures in its irrigation water policies and regulations now and in future irrigation seasons.

5. Any other relief the Court deems appropriate.

**As to Plaintiffs' Fourth Cause of Action:**

1. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to refrain from performing on the Woodleaf Contract.

2. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to rescind its refusal to provide water to the irrigators for the 2021 irrigation season and to prohibit NYWD

from instituting cutbacks without following the procedures in its irrigation water policies and regulations now and in future irrigation seasons.

3. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from performing on the Woodleaf Contract.

4. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from instituting its refusal to provide water to the irrigators for the 2021 irrigation season and prohibiting NYWD from instituting cutbacks without following the procedures in its irrigation water policies and regulations now and in future irrigation seasons.

5. Any other relief the Court deems appropriate.

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**As to Plaintiffs' Fifth Cause of Action:**

1. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to refrain from performing on the Woodleaf Contract.

2. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to rescind its refusal to provide water to the irrigators for the 2021 irrigation season and to prohibit NYWD from instituting cutbacks without following the procedures in its irrigation water policies and regulations now and in future irrigation seasons.

3. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from instituting its refusal to provide water to the irrigators for the 2021 irrigation season and prohibiting NYWD from instituting cutbacks without following the procedures in its irrigation water policies and regulations now and in future irrigation seasons.

4. Any other relief the Court deems appropriate.

**As to Plaintiffs' Sixth Cause of Action:**

1. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to rescind its refusal to provide water to the irrigators for the 2021 irrigation season and to prohibit NYWD from instituting cutbacks without following the procedures in its irrigation water policies and regulations now and in future irrigation seasons.

2. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from instituting its refusal to provide water to the irrigators for the 2021 irrigation season and prohibiting NYWD from instituting cutbacks without following the procedures in its irrigation water policies and regulations now and in future irrigation seasons.

3. Any other relief the Court deems appropriate.

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**As to Plaintiffs' Seventh Cause of Action:**

1. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to rescind its refusal to provide water to the irrigators for the 2021 irrigation season and to prohibit NYWD from instituting cutbacks without following the procedures in its irrigation water policies and regulations now and in future irrigation seasons.

2. Mandate: Plaintiffs request that a writ of mandate issue prohibiting NYWD from allocating funding such that projects for the benefit of domestic customers are unreasonably given priority over those for the irrigation customers.

3. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from instituting its refusal to provide water to the irrigators for the 2021 irrigation season and prohibiting NYWD from instituting cutbacks

without following the procedures in its irrigation water policies and regulations now and in future irrigation seasons.

4. Any other relief the Court deems appropriate.

**As to Plaintiffs' Eighth Cause of Action:**

1. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to take all actions necessary to avoid and prevent any waste of or injury to NYWD's property, including, but not limited to, the performance of maintenance on the FTD and/or the consideration with public comment of SFWPA's mutual aid offer for repairs and maintenance to prevent the continued injury to the capacity of the FTD and injury to NYWD's water rights held under Permits 11516 and 11518.

2. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to take all actions necessary to avoid and prevent any waste of or injury to NYWD's property, including, but not limited to, the performance of maintenance on the OHDC and/or the resumption of funding for a Dichtender to monitor and maintain the OHDC.

3. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from refusing to agendize and consider, with public comment, the SFWPA mutual aid offer for repairs and maintenance of the FTD.

4. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from adopting or pursuing a maintenance program that fails to perform repairs to increase the capacity of the FTD.

5. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from adopting or pursuing a maintenance program that fails to perform repairs to or maintenance on the OHDC.

6. Any other relief this Court deems appropriate.

**As to Plaintiffs' Ninth Cause of Action:**

1. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to take all actions necessary to avoid and prevent any waste of or injury to NYWD's property, including, but not limited to, the performance of maintenance on the FTD and/or the consideration with public comment of SFWPA's mutual aid offer for repairs and maintenance to prevent the continued injury to the capacity of the FTD and injury to NYWD's water rights held under Permits 11516 and 11518.

2. Mandate: Plaintiffs request that a writ of mandate issue ordering NYWD to take all actions necessary to avoid and prevent any waste of or injury to NYWD's property, including, but not limited to, the performance of maintenance on the OHDC and/or the resumption of funding for a Dichtender to monitor and maintain the OHDC.

3. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from refusing to agendize and consider, with public comment, the SFWPA mutual aid offer for repairs and maintenance of the FTD.

4. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from adopting or pursuing a maintenance program that fails to perform repairs to increase the capacity of the FTD.

5. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD, their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control from adopting or pursuing a maintenance program that fails to perform repairs to or maintenance on the OHDC.

6. Any other relief this Court deems appropriate.

**As to Plaintiffs' Tenth Cause of Action:**

1. Declaratory Relief: Plaintiffs request a declaration of the duties of Defendant under CEQA and the CEQA guidelines, a declaration that Defendant has not complied with CEQA, and a declaration invalidating the Woodleaf Contract, NYWD's decision to refuse water deliveries to the irrigators, and NYWD's decision to forego maintenance of the FTD and OHDC.

2. Declaratory Relief: Plaintiffs request a declaration of the duties of Defendant under NYWD's Irrigation Water Policy and Regulations, a declaration that Defendant has not complied with NYWD's Irrigation Water Policy and Regulations, and a declaration invalidating NYWD's decision to refuse water deliveries to the irrigators.

3. Declaratory Relief: Plaintiffs request a declaration of the duties of Defendant under the Reasonable Use Doctrine, a declaration that Defendant has not complied with the Reasonable Use Doctrine, and a declaration invalidating the Woodleaf Contract and NYWD's decision to refuse water deliveries to the irrigators.

4. Declaratory Relief: Plaintiffs request a declaration of the duties of Defendant under the Water Code, a declaration that Defendant has not complied with the Water Code, and a declaration invalidating the Woodleaf Contract, NYWD's decision to refuse water deliveries to the irrigators, and NYWD's decision to forego maintenance of the FTD and OHDC.

5. Declaratory Relief: Plaintiffs request a declaration of the duties of Defendant under NYWD's mandatory legal and contractual duty to maintain the FTD and the OHDC, a declaration that Defendant has not complied with NYWD's mandatory legal and contractual duty to maintain the FTD and the OHDC, and a declaration invalidating NYWD's decision to forego maintenance of the FTD and OHDC.

6. Declaratory Relief: Plaintiffs request a declaration that Defendant has a pattern and practice of approving projects: (1) without complying with CEQA or the CEQA Guidelines; (2) without complying with NYWD's Irrigation Water Policy and Regulations; (3) in violation of the Reasonable Use Doctrine; (4) in violation of its duties under the Water Code; and (5) in violation of its mandatory legal and contractual duty to maintain the FTD and the OHDC.

7. Any other relief this Court deems appropriate.

**As to Plaintiffs' Eleventh Cause of Action:**

1. Injunctive Relief: Plaintiffs request a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining NYWD their agents, servants, employees, independent contractors, and/or any other firm, agency, entity, person or party acting in concert with or under their control, from taking any action in furtherance of the Woodleaf Contract.
2. Any other relief this Court deems appropriate.

Dated: September \_\_, 2021

**WANGER JONES HELSLEY PC**

By: \_\_\_\_\_

John P. Kinsey  
Giulio A. Sanchez  
Attorneys for Petitioners/Plaintiffs MARIEKE  
FURNEE, GIDEON BEINSTOCK;  
JEANETTE CAVALIERE; DONNA CORSON;  
ISRAEL PERLA; and CHARLES SHARP

**VERIFICATION**

I, Marieke Furnee, declare:

1. I am a Plaintiff in this action. I make this verification of my own knowledge. I hereby verify that the factual matters stated in this AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF are known to me personally and that they are true or that I believe them to be true.
2. I declare under penalty of perjury under the laws of California that the foregoing is true and that this verification was executed in \_\_\_\_\_, California, on September \_\_\_\_, 2021.

By: \_\_\_\_\_  
          Marieke Furnee



**VERIFICATION**

I, Gideon Beinstock, declare:

1. I am a Plaintiff in this action. I make this verification of my own knowledge. I hereby verify that the factual matters stated in this AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF are known to me personally and that they are true or that I believe them to be true.

2. I declare under penalty of perjury under the laws of California that the foregoing is true and that this verification was executed in \_\_\_\_\_, California, on September \_\_\_\_, 2021.

By: \_\_\_\_\_  
Gideon Beinstock

**VERIFICATION**

I, Jeanette Cavaliere, declare:

1. I am a Plaintiff in this action. I make this verification of my own knowledge. I hereby verify that the factual matters stated in this AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF are known to me personally and that they are true or that I believe them to be true.

2. I declare under penalty of perjury under the laws of California that the foregoing is true and that this verification was executed in \_\_\_\_\_, California, on September \_\_, 2021.

By: \_\_\_\_\_  
Jeanette Cavaliere

**VERIFICATION**

I, Donna Corson, declare:

1. I am a Plaintiff in this action. I make this verification of my own knowledge. I hereby verify that the factual matters stated in this AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF are known to me personally and that they are true or that I believe them to be true.

2. I declare under penalty of perjury under the laws of California that the foregoing is true and that this verification was executed in \_\_\_\_\_, California, on September \_\_\_\_, 2021.

By: \_\_\_\_\_  
Donna Corson

**VERIFICATION**

I, Israel Perla, declare:

1. I am a Plaintiff in this action. I make this verification of my own knowledge. I hereby verify that the factual matters stated in this AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF are known to me personally and that they are true or that I believe them to be true.

2. I declare under penalty of perjury under the laws of California that the foregoing is true and that this verification was executed in \_\_\_\_\_, California, on September \_\_\_\_, 2021.

By: \_\_\_\_\_  
Israel Perla

**VERIFICATION**

I, Charles Sharpe, declare:

1. I am a Plaintiff in this action. I make this verification of my own knowledge. I hereby verify that the factual matters stated in this AMENDED VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF are known to me personally and that they are true or that I believe them to be true.

2. I declare under penalty of perjury under the laws of California that the foregoing is true and that this verification was executed in \_\_\_\_\_, California, on September \_\_\_\_, 2021.

By: \_\_\_\_\_  
Charles Sharpe