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10 Attorneys for Defendant HOLLANDIA DAIRY, INC.

11  
12 **UNITED STATES DISTRICT COURT**  
13 **SOUTHERN DISTRICT OF CALIFORNIA**

14 CITIZENS DEVELOPMENT CORPORATION,  
INC., a California corporation,

15 Plaintiff,

16 v.

17 COUNTY OF SAN DIEGO, a California  
municipal corporation; CITY OF SAN MARCOS,  
18 a California municipal corporation; CITY OF  
ESCODIDO, a California municipal corporation;  
19 VALLECITOS WATER DISTRICT, a California  
municipal corporation; HOLLANDIA DAIRY,  
20 INC., a California corporation; and DOES 1  
through 100, inclusive,

21 Defendants.

22  
23 HOLLANDIA DAIRY, INC.,

24 Cross-Complainant,

25 v.

26 CITIZENS DEVELOPMENT CORPORATION,  
INC.,

27 Cross-Defendant.  
28

Case No. 3:12-CV-0334-GPC-KSC

**HOLLANDIA DAIRY, INC.’S  
THIRD-PARTY COMPLAINT**

Judge: Hon. Gonzalo P. Curiel  
Dept.: 2D

Complaint Filed: February 8, 2012  
Trial: None Set

1 HOLLANDIA DAIRY, INC.,

2 Counter-Complainant,

3 v.

4 COUNTY OF SAN DIEGO, a California  
5 municipal corporation; CITY OF SAN MARCOS,  
6 a California municipal corporation; CITY OF  
7 ESCONDIDO, a California municipal corporation;  
8 VALLECITOS WATER DISTRICT, a California  
9 municipal corporation; and DOES 1 through 100,  
10 inclusive,

11 Counter-Defendants.

12 HOLLANDIA DAIRY, INC.,

13 Third-Party Plaintiff,

14 v.

15 STATE OF CALIFORNIA; PINO VITTI;  
16 ATLANTICA, INC.; LSM RESORT HOLDINGS  
17 LLC; LSM GOLF COURSE PARTNERS LLC;  
18 PACIFICA ENTERPRISES, INC.; RON  
19 FRAZAR; RON FRAZAR AS TRUSTEE OF: 1)  
20 U/T/D 12/30/76; 2) U/T/D 12/29/77; 3) FRAZAR  
21 CHILDREN FAMILY IRREVOCABLE TRUST  
22 FBO KIMBERLY D. FRAZAR; 4) AND  
23 FRAZAR CHILDREN FAMILY  
24 IRREVOCABLE TRUST FBO HEATHER R.  
25 FRAZAR; LA JOLLA DEVELOPMENT  
26 GROUP, LLC; MATTHEW DINOPIA;  
27 TRUSTEE OF MARK J. KRISBURG  
28 REVOCABLE LIVING TRUST; TRUSTEE OF  
FAYE M. JOHNSON LIVING TRUST;  
TRUSTEE OF RIGA N. MOORE LIVING  
TRUST DATED 08-21-15; MICHAEL S.  
GEBBIE; ROBERTA R. WALKER; BENJAMIN  
N. HUMBERT; FARRUKH USMAN; SOBIA  
USMANI; VICTOR MORENO; BLAIR DAILY;  
SAN DIEGO FINANCIAL SERVICES INC.;  
MARLENE R. HILSCHER; REBECCA  
CARUSO; LYNN WALL; TRUSTEE OF  
MARILENE A. SELVAGGIO FAMILY TRUST  
DATED 12-31-17; JAMSHID KHAJAVI;  
NASRIN KHODADAD; MICHELLE M.  
HEATON; TRUSTEE OF KLEIN 1998 FAMILY  
REVOCABLE TRUST DATED 06-29-98;  
TRUSTEE OF RUTH L. RICE 2005 TRUST;  
TOM KABBOUT; TRUSTEE OF BURSON 2004  
REVOCABLE TRUST DATED 07-30-04; HUGH  
D. PATES; TRUSTEE OF PHILIP E. &  
MIZUSAWA ANITA E. ALEI FAMILY TRUST;  
ELIZABETH J. BLAIR; TRUSTEE OF

1 JOHNSON SEPARATE PROPERTY TRUST  
2 DATED 05-04-16; TRUSTEE OF SPENCLEY  
3 FAMILY TRUST DATED 05-15-09; TRUSTEE  
4 OF JOSEPH L. & JOANNE EHASZ FAMILY  
5 TRUST DATED 02-22-99; TRUSTEE OF  
6 SANKO FAMILY TRUST DATED 12-13-18;  
7 TRUSTEE OF R & A SHUMAN FAMILY  
8 TRUST DATED 09-09-94; RUSSELL A. SHAW;  
9 MARY-ANN S. SHAW; TRUSTEE OF  
10 DONNAGER FAMILY LIVING TRUST DATED  
11 09-23-08; PATRICIA A. SULLIVAN; TRUSTEE  
12 OF EDWARDS FAMILY TRUST DATED  
13 09-16-98; ROY J. ECKERT; ELIZABETH YU;  
14 TRUSTEE OF LOIS J. MATZ FAMILY TRUST  
15 DATED 11-15-05; L S M GOLF COURSE  
16 PARTNERS LLC; ABEL VALLS; TRUSTEE OF  
17 HOBBS TRUST DATED 08-01-74; TRUSTEE  
18 OF DAVID S. BROWN REVOCABLE TRUST  
19 DATED 05-20-02; MEHDY M.  
20 BABAZADEGHAN; PARTO MINA  
21 BABAZADEGHAN; TRUSTEE OF G & N  
22 LINDEN FAMILY TRUST DATED 12-28-87;  
23 TRUSTEE OF TINH & MARGARITA TRAN  
24 LIVING TRUST DATED 04-10-05; MARY A.  
25 DUREAU; TRUSTEE OF ARGABRIGHT  
26 FAMILY TRUST DATED 02-16-87; DIANA  
27 ISAAC; DALE E. HENRY; PATRICIA M.  
28 HENRY; TRUSTEE OF MCDANIEL-SIMONS  
TRUST DATED 06-28-18; TRUSTEE OF  
CHUTE LIVING TRUST DATED 03-01-07;  
SAMSON JIM; MIRIAM W. JIM; TRUSTEE OF  
NORMA G. BEALL REVOCABLE TRUST  
DATED 02-12-15; DENNIS J. HAUSWIRTH;  
LORI L. HAUSWIRTH; MICHAEL S. SHARP;  
LAURA C. SHARP; LEHMAN LAND CO. LLC;  
TRUSTEE OF HERZOG FAMILY 2006 TRUST  
DATED 02-07-06; LINARITE 1031 LLC;  
TRUSTEE OF RATTA LIVING TRUST DATED  
01-05-15; PATRICK J. DWYER; NANCY A.  
DWYER; TRUSTEE OF LAURA A.  
MOURADIAN TRUST DATED 08-05-03;  
TRUSTEE OF ALI FAMILY TRUST DATED  
04-28-86; TRUSTEE OF HARDESTY SUB-  
TRUST A DATED 01-25-88; JAMES A.  
MEREDITH; TRUSTEE OF MEANLEY  
ELIZABETH W. TRUST DATED 05-21-86;  
TRUSTEE OF HAUER FAMILY TRUST  
DATED 08-03-89; TRUSTEE OF LOGAN E. &  
SPADER JUDITH A. WILLIAMS FAMILY  
TRUST; TRUSTEE OF LESLIE SOELL LIVING  
TRUST DATED 06-27-18; TRUSTEE OF  
PATRICIA A. BARKER TRUST DATED  
02-28-07; CHRISTINE MIDDLETON; J P C C  
LLC; TRUSTEE OF RICHARD & KARIN  
BARNES REVOCABLE TRUST DATED  
08-27-15; THOMAS VATH; SHEREE L. VATH;

1 TRUSTEE OF SMITH FAMILY TRUST DATED  
12-06-05; EDGAR J. LISANSKY; DONNA  
2 LISANSKY; TRUSTEE OF HOWARTER  
FAMILY TRUST DATED 03-02-81; TRUSTEE  
3 OF WIERINGA TRUST DATED 11-13-03;  
TRUSTEE OF MOORE FAMILY REVOCABLE  
4 TRUST DATED 06-06-11; TRUSTEE OF  
KRISTIN A. HOLLYWOOD TRUST DATED  
5 04-06-04; DANIEL D. DENECKE; TRUSTEE OF  
WALLACE & DARLENE AIKEN FAMILY  
6 TRUST DATED 04-05-89; TRUSTEE OF LEON  
& KATHARINE A. SCHWARTZ FAMILY  
7 TRUST DATED 12-12-95; KATHLEEN E.  
CURTIS; MARY J. HEALY; BRENT D.  
8 HILLIER; DONALD S. CHOBANIAN;  
TRUSTEE OF RAMONA B. FINNILA TRUST  
9 DATED 07-27-05; TRUSTEE OF HOGAN  
FAMILY TRUST DATED 01-31-17; ROBERT J.  
10 BALDWIN; TRUSTEE OF ALLEWAY FAMILY  
TRUST DATED 03-16-11; CHARLES  
11 CLIFFORD JOHNSON; MARIA ELLEN  
JOHNSON; CORNELIUS W. BOUSCAREN;  
12 STACY Z. KANTOR; ARTHUR N. MARK;  
SOCAL REAL ESTATE INVESTMENTS L P;  
13 TRUSTEE OF WALLACE & DARLENE G.  
AIKEN FAMILY TRUST; TRUSTEE OF ROY  
14 G. & BEVERLEY J. HASKINS TRUST DATED  
10-10-01; TRUSTEE OF MCCRADY FAMILY  
15 TRUST DATED 02-02-06; ALI R.  
KASHANINIA; TRUSTEE OF WAYNE R.  
16 SEARLE SEPARATE PROPERTY TRUST  
DATED 04-29-13; TRUSTEE OF KENNETH &  
17 HELEN C. WOOD TRUST DATED 08-21-91;  
TRUSTEE OF KATHLEEN J MOREY TRUST  
18 DATED 03-11-88; TRUSTEE OF JACOBS  
FAMILY TRUST DATED 06-19-01; CARMEN  
19 A. TRUTANICH; TRUSTEE OF SHAW 1997  
FAMILY TRUST DATED 04-10-97; TRUSTEE  
20 OF HESTER SURVIVORS TRUST DATED  
06-20-96; TRUSTEE OF DONALD J. &  
21 CYNTHIA BROCKLESBY FAMILY  
REVOCABLE TRUST; TRUSTEE OF GARY D.  
& BONNIE J. WILLIAMS TRUST DATED  
22 09-24-93; TRUSTEE OF DANG FAMILY  
REVOCABLE LIVING 2002 TRUST DATED  
23 02-28-02; TRUSTEE OF MANDER FAMILY  
TRUST DATED 06-12-91; TRUSTEE OF  
24 GILBERT FAMILY LIVING TRUST DATED  
12-16-99; TRUSTEE OF ENGEL FAMILY  
25 TRUST DATED 04-26-05; DONALD VALLEE;  
CRISTA VALLEE; TRUSTEE OF MATTHEW  
26 G. & STACI L. DRIGGS FAMILY TRUST  
DATED 12-11-02; THOMAS L. NUTTER;  
27 YAZDAN SHERVIN NUTTER; TRUSTEE OF  
SCHMIDT TRUST DATED 05-02-00; TRUSTEE  
28 OF JENKS FAMILY 2001 TRUST; TRUSTEE

1 OF GLOSSOP FAMILY TRUST DATED  
08-27-18; TRUSTEE OF FULLER SCOTT A.  
2 FAMILY TRUST DATED 03-30-18; TRUSTEE  
OF RALPH & SHIRLEY AREHART TRUST  
3 DATED 04-15-05; TRUSTEE OF REX E. &  
CHERYL A. MILLER TRUST A DATED  
4 11-02-04; TRUSTEE OF CLARK FAMILY  
TRUST; TRUSTEE OF MARILYN J. MULLOY  
5 REVOCABLE TRUST DATED 05-09-05;  
BRETT ROBERTS; HEATHER ROBERTS;  
6 TRUSTEE OF RELM REVOCABLE TRUST  
DATED 09-11-08; LARRY K. PALL; MARY K.  
7 PALL; MARIA POWERS; TRUSTEE OF ALAN  
& ROBERTA CRANN REVOCABLE TRUST  
8 DATED 05-30-00; RAYMOND G. FAVORITE;  
TRUSTEE OF CAROLYN J. ROSE  
9 REVOCABLE LIVING TRUST DATED  
08-07-06; TRUSTEE OF ROBINSON FAMILY  
10 TRUST DATED 11-07-80; TRUSTEE OF  
FARROW FAMILY TRUST DATED 02-25-02;  
11 TRUSTEE OF LEFTON FAMILY 2002 TRUST;  
DAVID L. PARRY; MAGDA S. PARRY;  
12 TRUSTEE OF BARBARA M. WALES 2016  
LIVING TRUST; TRUSTEE OF MOEN  
13 FAMILY TRUST DATED 12-05-90; WYNONA  
K. OSBORN; JACK W. MCCLAIN; MARK  
14 GENEAU; BURIAN FRAN GENEAU;  
TRUSTEE OF MICAH HAGGERTY  
15 REVOCABLE TRUST DATED 05-18-12;  
TRUSTEE OF DOZBABA FAMILY  
16 REVOCABLE TRUST DATED 12-01-16;  
WILLIAM J. BRUNO; TRUSTEE OF C.  
17 THOMAS & SHERRY L. SAVELL FAMILY  
TRUST DATED 10-05-00; TRUSTEE OF  
18 SIGNAIGO FAMILY TRUST DATED 03-10-00;  
LOIS L. JARVINEN; TRUSTEE OF RIDER  
19 FAMILY TRUST DATED 10-25-99; TRUSTEE  
OF JOSEPH & MARITZA SIMPSON  
20 REVOCABLE TRUST DATED 02-26-97;  
TRUSTEE OF ROBERT & DARILYN  
21 CAMPBELL REVOCABLE TRUST DATED  
12-23-99; SYMPHONY ASSET POOL X  
22 LLC;SYMPHONY ASSET POOL XX LLC;  
TRUSTEE OF MCCOY FAMILY TRUST  
23 DATED 09-23-94; TRUSTEE OF DAVIS  
FAMILY TRUST DATED 04-19-04; TRUSTEE  
24 OF ROSS F. & YVONNE F. PENNE  
REVOCABLE TRUST DATED 12-05-86;  
25 JAMES GRAHAM; TRUSTEE OF AMBER M.  
LINDSEY LIVING TRUST DATED 09-01-06;  
26 TRUSTEE OF JAMES FAMILY TRUST DATED  
06-02-90; TRUSTEE OF LYNN FAMILY  
27 TRUST DATED 10-20-17; TRUSTEE OF  
JAMES & MARYLOU A. AMATO FAMILY  
28 TRUST DATED 03-13-13; CAROLYN  
CORNFORTH; NORTH COUNTY LAND

1 PARTNERS LP; T B R E PROPERTIES LLC;  
2 NANCY L. SKOPHAMMER; TRUSTEE OF R.  
3 T. EDMONDS 1999 TRUST DATED 02-24-99;  
4 TRUSTEE OF PUSHECK 1977 TRUST;  
5 MICHAEL A. FLORIO; MARY A. FLORIO;  
6 TRUSTEE OF PHOEBÉ B. ANDERSON  
7 LIVING TRUST DATED 12-18-95; TRUSTEE  
8 OF DENISE M. SHERR TRUST DATED  
9 09-27-17; TRUSTEE OF LYON TRUST DATED  
10 01-07-94; RALPH A. KISTLER; DALE A  
11 KISTLER; ALEXANDER E. FOWLIE;  
12 MARGARET B. FOWLIE; TRUSTEE OF  
13 DAVID R. & MARIE P. VEIT FAMILY TRUST  
14 DATED 07-16-93; TRUSTEE OF TURNER  
15 FAMILY TRUST DATED 07-24-14; TRUSTEE  
16 OF POWERS FAMILY TRUST DATED  
17 11-23-98; TRUSTEE OF FRIIS REVOCABLE  
18 LIVING TRUST DATED 03-12-93; TRUSTEE  
19 OF DOLDER FAMILY TRUST DATED  
20 12-30-97; TRUSTEE OF CONNELL/LEONARD  
21 TRUST DATED 05-24-17; PHILIP R. ROSE;  
22 TRUSTEE OF WISENER FAMILY TRUST  
23 DATED 01-16-04; GEORGE R. PISTAY;  
24 SYLVIA PISTAY; TRUSTEE OF BAILEY  
25 FAMILY TRUST DATED 03-23-79; ARTHUR  
26 R. BROWN; LEE ANNA BROWN; TRUSTEE  
27 OF KRAMER FAMILY TRUST DATED  
28 06-11-14; TRUSTEE OF MELANIE S.  
O'CONNOR TRUST DATED 07-03-07;  
CHARLES DROWN; DEBORAH DROWN;  
WILLIAM A. JARDIN; DEBORAH L. J.  
JARDIN; S L S MILLER PROPERTIES LLC;  
TRUSTEE OF KEITH & SHANNON  
RIMMEREID 2013 TRUST DATED 05-10-13;  
TRUSTEE OF GRAYBEAL FAMILY 1991  
TRUST DATED 08-01-91; TRUSTEE OF  
CLARK 2004 TRUST DATED 01-05-04;  
TRUSTEE OF RONALD B. & SUSAN A.  
JOHNSON REVOCABLE LIVING TRUST;  
TRUSTEE OF FRUKE REVOCABLE  
SURVIVORS TRUST DATED 01-20-98;  
TRUSTEE OF WILSON FAMILY TRUST A  
DATED 12-13-04; VIRGINIA M.  
VANMAANEN; TRUSTEE OF CHARLES &  
GENEVIEVE HOWARD LIVING REVOCABLE  
TRUST; JEFFREY E. FRAZIER; MARY J.  
FRAZIER; TRUSTEE OF BRADEN FAMILY  
TRUST DATED 03-01-18; TRUSTEE OF  
KATHRYN C. TILTON SURVIVORS  
REVOCABLE TRUST DATED 06-24-85;  
TRUSTEE OF DERRICK & DIANA WOOD  
REVOCABLE TRUST DATED 06-06-08;  
DAVID L. SMITH; JANE A. SMITH; RICHARD  
D. BOWLES; TRUSTEE OF SUSANNE M.  
BOWLES TRUST DATED 05-07-09; TRUSTEE  
OF JIMMY P. & SUSAN S. HENDRICKS

1 REVOCABLE LIVING TRUST; M & D M M  
2 PROPERTIES LTD; TRUSTEE OF JOHNSTON  
3 EDUCATIONAL TRUST DATED 08-31-10;  
4 TRUSTEE OF MARY A. RICE PERSONAL  
5 TRUST DATED 02-26-98; TRUSTEE OF  
6 LARRY R. GUTHRIE LIVING TRUST DATED  
7 07-15-10; WARREN FAMILY; MICHAEL C.  
8 BIEKER; TRUSTEE OF RONALD & JANE  
9 KONING REVOCABLE TRUST DATED  
10 05-15-13; TRUSTEE OF RONA J. SINGER 2014  
11 REVOCABLE TRUST; TRUSTEE OF MOONEY  
12 REVOCABLE LIVING TRUST DATED  
13 10-12-07; TRUSTEE OF ZWEMER FAMILY  
14 TRUST DATED 06-27-90; TRUSTEE OF  
15 BONNIE R. GRAY TRUST DATED 08-07-06;  
16 KENNETH W. ECONOMY; NANCY J.  
17 ECONOMY; TRUSTEE OF PHILIP & DIANE  
18 PELUSO FAMILY 1997 TRUST DATED  
19 10-29-97; TRUSTEE OF DANA & SHIRLEY  
20 HAWKES TRUST DATED 03-28-91; TRUSTEE  
21 OF IVERSON FAMILY REVOCABLE TRUST  
22 DATED 04-20-10; TRUSTEE OF JANE B.  
23 KUGELMAN TRUST DATED 05-08-02;  
24 TRUSTEE OF GARRETSON FAMILY TRUST  
25 DATED 01-09-08; TRUSTEE OF MICHELE  
26 DOLIN TRUST DATED 05-10-14; TRUSTEE  
27 OF EDWARD C. BURKART REVOCABLE  
28 TRUST DATED 07-21-83; TRUSTEE OF  
CHRISTINA F. WATSON FAMILY  
SURVIVORS TRUST DATED 04-30-98;  
TRUSTEE OF JOHN & BARBARA LEE  
REVOCABLE TRUST DATED 07-14-14;  
JOSEPH C. CARONA; ANTOINETTE M.  
CARONA; PHYLLIS R. DAVIDSON; TRUSTEE  
OF JACKSON FAMILY TRUST DATED  
01-13-87; TRUSTEE OF NAZARETH & ELSIE  
RONDINELLI TRUST DATED 01-20-98; GARY  
M. ROGERS; JAMES A. PRUSSACK;  
KATHRYN D. PRUSSACK; DONALD W.  
REEVES; SHARON L. REEVES; TRUSTEE OF  
LISA DELUCCHI TRUST DATED 11-10-10;  
TRUSTEE OF BEMKO 2012 TRUST; TRUSTEE  
OF MARY A. MATRONE LIVING TRUST  
DATED 05-25-04; TRUSTEE OF MATHIASSEN  
FAMILY TRUST DATED 07-06-92; LAUREN  
POLLOCK; TRUSTEE OF MCNAMARA  
FAMILY TRUST DATED 04-24-00; ERIC  
SNYDER; ROBERT E. HAYES; KATHERINE J.  
HAYES; TRUSTEE OF DUKE & SALLY  
ACKERMAN 2002 TRUST; AMBER  
RAGGHANTI; REGENCY TWIN OAKS LP;  
REGENCY LA JOLLA LP; LSM GOLF  
COURSE PARTNERS, LLC; SYMPHONY  
ASSET POOL XXI, LLC; VARADERO  
MAINTENANCE CORPORATION; TRUSTEE  
OF WAYNE & JILL E. ADACHI REVOCABLE

1 LIVING TRUST; OSCAR SARKISIAN;  
 2 MARTHA P. SARKISIAN; TRUSTEE OF  
 3 ASCHER FAMILY TRUST DATED 07-12-08;  
 4 TRUSTEE OF KATHLEEN J. MOREY TRUST  
 5 03-11-88; KEVIN C. CONLON; JUDITH A.  
 6 CONLON; DON MCLAUGHLIN; TRUSTEE OF  
 7 BEMKO 2012 TRUST; TRUSTEE OF  
 8 MASKELL FAMILY TRUST DATED 05-11-18;  
 9 JOHN K. ZEIS; JENNIFER S. ZEIS; JOHN J  
 10 ETTLINGER; MARI C. ETTLINGER; GENE P.  
 11 FERNANDO; CRYSTAL E. FERNANDO;  
 12 TRUSTEE OF EUGENE E. & ALYCE J.  
 13 JOHNSON REVOCABLE TRUST C; TRUSTEE  
 14 OF GIL E. JARAMILLO 2018 TRUST DATED  
 15 08-27-18; EUGENIA HAYS; MASKELL  
 16 GROWERS; AVOCADO FARMS; LAKE  
 17 SHORE FARMS #1, LIMITED PARTNERSHIP;  
 18 TRUSTEE OF GAUDREAU FAMILY TRUST  
 19 DATED 06-15-93; TRUSTEE OF MAKER  
 20 FAMILY TRUST DATED 05-07-01; RAHIM A.  
 21 AKHONDZADEH; KORINA A.  
 22 AKHONDZADEH; TRUSTEE OF CORTINA D.  
 23 & P R L T TRUST DATED 08-14-13; TRUSTEE  
 24 OF FUNK WEBER REVOCABLE TRUST  
 25 DATED 03-31-07; COUNTRY GREENS  
 26 HOMEOWNERS ASSOCIATION; LAKE SAN  
 27 MARCOS MALL I PROPERTY OWNERS  
 28 ASSOCIATION; LAKE SAN MARCOS MALL  
 II PROPERTY OWNERS ASSOCIATION;  
 LAKE SAN MARCOS MALL III PROPERTY  
 OWNERS ASSOCIATION; LAKE SAN  
 MARCOS MALL IV PROPERTY OWNERS  
 ASSOCIATION; LIONS GATE HOMEOWNERS  
 ASSOCIATION; THE COLONY AT LAKE SAN  
 MARCOS HOMEOWNERS ASSOCIATION;  
 THE FAIRWAYS AT LAKE SAN MARCOS  
 OWNERS' ASSOCIATION, INC.; LAKE SAN  
 MARCOS VILLAS HOMEOWNERS  
 ASSOCIATION; CHATEAU LAKE SAN  
 MARCOS HOMEOWNERS ASSOCIATION;  
 LAKE SAN MARCOS CONDOMINIUM NO. I;  
 LAKE SAN MARCOS CONDOMINIUM NO. II;  
 LAKE SAN MARCOS CONDOMINIUM NO.  
 III; FAIRWAY KNOLLS OWNERS'  
 ASSOCIATION, INC.; HUNTER VALLEY  
 HOMEOWNERS' ASSOCIATION; LAKE SAN  
 MARCOS GARDENS CONDOMINIUMS;  
 PANORAMA AT LAKE SAN MARCOS  
 OWNERS' ASSOCIATION; SUN PARK, LAKE  
 SAN MARCOS; VARADERO; SUNRISE  
 POINTE; SEAGLASS; HIGHLAND CASITAS;  
 LAKE SAN MARCOS COMMUNITY  
 ASSOCIATION, and DOES 1 through 100,000,  
 inclusive,

Third-Party Defendants.



1 Hollandia Dairy, Inc. (Hollandia”), Defendant and Third-Party Plaintiff, by and through its  
2 counsel, Law Office of John H. Reaves, APC and Thomas|Lucas, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Pursuant to Federal Rules of Civil Procedure 14 or other relevant section, and in accord  
5 with the Scheduling Order dated March 14, 2019 (Dkt. No. 276) requiring the joinder of new parties or  
6 additional pleadings by April 12, 2019, Hollandia, Defendant and Third-Party Plaintiff, seeks relief  
7 against the following Third-Party Defendants for matters arising out of the same series of occurrences  
8 and transactions, and with common legal questions, as raised by Citizen’s Development Corporation  
9 (“CDC”) in its First Amended Complaint (Dkt. No. 68) and Second Amended Complaint, filed April  
10 17, 2019 (Dkt. No. 286) against Hollandia in this lawsuit or by the Public Agency Defendants  
11 identified as Defendants (Vallecitos Water District, City of San Marcos, County of San Diego, City of  
12 Escondido (“PADs”)) in the above caption. Hollandia further seeks relief against Third-Party  
13 Defendants for any additional claims asserted by CDC or the PADs in any amended pleadings. The  
14 SAC against Hollandia and the PADs adds claims against all parties for alleged Resource Conservation  
15 and Recovery Act (“RCRA”) violations, including, but not limited to, RCRA § 7002(a)(1)(B), 42  
16 U.S.C. § 6972(a)(1)(B). The SAC includes as Exhibit 1 thereto the Regional Water Quality Control  
17 Board Investigative Order No. R9-2001-0033 (“IO”) described below.

18 2. CDC alleges Lake San Marcos (“Lake”) is contaminated with pollutants, including, but  
19 not limited to, nitrogen, phosphorus, and nutrients, which fuel the growth of algae and reduce oxygen  
20 levels with the Lake, which have caused fish kills, algae blooms, and nuisance odors.

21 3. CDC claims that any amount of nutrient, no matter how small, that has reached the  
22 Lake during any time in which the Lake has existed (since approximately 1954) results in liability  
23 under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”),  
24 42 U.S.C. § 9601, *et seq.* (with CDC citing case law for proposition that “The concentration or amount  
25 of hazardous substance is irrelevant,” referring to phosphorus and ammonia) (Dkt. No. 198). CDC  
26 further alleges any party who contributed any hazardous substances to the Lake is “jointly and  
27 severally liable for all general damages and all costs or expenses, including attorneys’ fees, that it has  
28 incurred and will incur for the testing, investigation, abatement, remediation, and removal of hazardous

1 substances and/or hazardous wastes contamination from the structures, soil, subsoil, surface water, and  
2 groundwater at and in the vicinity of the Lake.” (Dkt. 286) CDC’s position means it has, essentially,  
3 declared its Lake to be akin to a CERCLA “Superfund” site, and anyone in the watershed that has  
4 contributed to the eutrophication problem is potentially jointly and severally liable for the problem, no  
5 matter how small the contribution. While Hollandia strenuously disagrees with all these contentions,  
6 they are the main basis for the lawsuit CDC has brought, and, if they prove to be true, then the Third-  
7 Party Defendants must share in that liability. Hollandia has also incurred response costs in searching  
8 for potentially responsible parties and investigation of nutrient sources in the watershed.

9 4. The Regional Water Quality Control Board IO issued to CDC and La Jolla  
10 Development Group, LLC (“LJDG”) indicated the Lake receives discharges of material containing  
11 nutrients from urban and suburban areas, golf courses, agricultural land uses, and open space,  
12 including from unmanaged landscaping practices from commercial, recreational, and residential sites.  
13 In turn, CDC alleges that “illegal discharge, dumping, disposal, release, and/or abandonment of  
14 hazardous substances or wastes have caused contamination and pollution of the surface water and  
15 groundwater at and in the vicinity of the Lake.” (Dkt. No. 286) Hollandia is informed and believes that  
16 CDC denies any responsibility for the condition of the Lake.

17 5. Hollandia contends it is not liable and has not caused damages, and is not responsible  
18 for damages, claimed by CDC and the PADs. If, and to the extent, Hollandia pays or becomes legally  
19 responsible for any damages or remedies claimed by CDC, or by any other party in this lawsuit, then  
20 the Third-Party Defendants are responsible in whole or part for the damages and must contribute or  
21 indemnify Hollandia as they have been ongoing sources of nutrients and other substances of which  
22 CDC and the PADs complain. Hollandia seeks any equitable or other indemnity, offset, contribution,  
23 damage, remedy, injunction, and/or affirmative damages against the Third-Party Defendants to which  
24 it may be entitled as a result of Third-Party Defendants’ acts or omissions. Such acts or omissions have  
25 caused, worsened, or prolonged the alleged condition of pollution or any other alleged negative  
26 condition at the property owned by, or damages or other relief claimed by, CDC, or any condition and  
27 claim alleged by the PADs.

28 ///



1 Lake. It operated a dairy farm on its property from approximately the mid-1950s until 2003. It also  
2 operated, and continues to operate, a creamery on its property.

3 **The Parties Related To CDC**

4 11. CDC is, and at all relevant times herein has been, a California corporation with its  
5 principle place of business in San Marcos, California. Since CDC was created, it has owned the man-  
6 made Lake, acquired water rights pertaining to the water entering and exiting the Lake, and storage and  
7 use thereof, and owned parts of the property and businesses around the Lake, including golf courses.

8 12. As of an undetermined time, 100% of the CDC stock was acquired by four trusts: Ron  
9 Frazar as Trustee of 1) U/T/D 12/30/76; 2) U/T/D 12/29/77; 3) Frazar Children Family Irrevocable  
10 Trust FBO Kimberly D. Frazar; 4) and Frazar Children Family Irrevocable Trust FBO Heather R.  
11 Frazar (hereafter, the “Four Frazar Trusts”). When the Four Frazar Trusts acquired all the stock of  
12 CDC, they acquired a dam and Lake with water rights and obligations that were not being met, and a  
13 Lake in neglect that was an ongoing nuisance, and failed to abate the nuisance. Hollandia is informed  
14 and believes that Ronald Frazar and the Four Frazar Trusts influenced, dominated, and controlled  
15 CDC, and that there was such a unity of interest and ownership, that the individuality and separateness  
16 of these Third-Party Defendants and CDC corporation ceased.

17 13. CDC, under its newest and current stock ownership (the current Plaintiff in this  
18 lawsuit), sent written notice, dated June 8, 2012, to Ronald Frazar and as Trustee of the Four Frazar  
19 Trusts of CDC’s intent to sue him, claiming they were potentially responsible for the condition of the  
20 Lake as claimed by CDC in the present lawsuit.

21 14. On May 19, 2004, La Jolla Development Group, LLC, a California limited liability  
22 company (“LJDG”), bought 100% of the stock of CDC from the Four Frazar Trusts and separately  
23 bought LSM Executive Course, Inc. LJDG was wholly owned by Matthew DiNofia. When LJDG  
24 acquired CDC, it acquired a dam and Lake with water rights and obligations that were not being met,  
25 and a Lake in neglect that was an ongoing nuisance, and failed to abate the nuisance.

26 15. In 2004, Ronald Frazar, as Trustee of the Ronald Frazar 1999 Trust, extended a  
27 personal loan of \$4,500,000.00 to LJDG, secured by real property and rents, which was extended and  
28

1 supplemented for a total of \$6,000,000.00 in 2008 (“Frazar 1999 Trust Loan”). LJDG defaulted in  
2 2010.

3 16. On August 26, 2010, former CDC (owned by LJDG) filed for bankruptcy protection in  
4 Southern District of California, Case No. 10-15142-LT11, as did LSM Executive Course, LLC, in the  
5 same venue, Case No. 10-07480-LT11. During bankruptcies, on October 22, 2012, LSM Resort  
6 Holdings LLC, a Delaware limited liability company (“LSMRH”), controlled by Pino Vitti, acquired  
7 CDC through purchase of 100% of the CDC stock from LJDG, and also acquired 100% of LSM  
8 Executive Golf Course, Inc., the latter of which had been solely owned by Matthew DiNofia. (Dkt.  
9 Nos. 689-1, 758) LSMRH was registered as a LLC in California by Atlantica, Inc. a California  
10 corporation (“Atlantica”), by Atlantica’s CEO and Manager, Pino Vitti. When LSMRH acquired CDC,  
11 it acquired a dam and Lake with water rights and obligations that were not being met, and a Lake in  
12 neglect that was an ongoing nuisance, and failed to abate the nuisance.

13 17. Pino Vitti was President, Chief Executive Officer, and Chief Financial Officer of both  
14 Atlantica and CDC. LSMRH, Atlantica, and Mr. Vitti all negotiated for the purchase of the stock in  
15 CDC. (Case No. 10-15412-LT11, Dkt. No 602.) Mr. Vitti and Erika Vitti, as Secretary, owned 100%  
16 of the stock of Atlantica. The Vittis also claimed Atlantica owned 100% of the stock in its  
17 “subsidiary,” CDC, in a Secretary of State filing in 2016, when the Vittis merged the “parent,”  
18 Atlantica, into CDC. Unless there was a sale in the interim, the 2016 claim that Atlantica owned 100%  
19 of the stock in CDC appears to contradict Mr. Vitti’s 2013 declaration in bankruptcy that LSMRH  
20 acquired all the stock in CDC and that Atlantica was the manager of CDC. (Case No. 10-15142-LT11,  
21 Dkt. No. 758)

22 18. In 2014, Mr. Vitti, as CEO and Manager of Atlantica, canceled the registration of  
23 LSMRH with the State of California according to a filing with the Secretary of State.

24 19. Hollandia is informed and believes that LSM Golf Course Partners LLC, a Delaware  
25 LLC, acquired St. Mark Golf Course and the underlying property in 2012, and Pacifica Enterprises,  
26 Inc. (“Pacifica”) is identified as the manager, with Pino Vitti signing as Manager on behalf of Pacifica  
27 on a 2012 Secretary of State filing. Pacifica is a California corporation, in which Pino Vitti is a  
28 Director, Chief Financial Officer, and Manager, as identified in a Secretary of State 2014 filing.

1           20.     LSMRH, LSM Golf Course Partners LLC, Atlantica, and Pacifica all listed the same  
2 Rancho Santa Fe, California address as the principle executive office in filings with the Secretary of  
3 State.

4           21.     During bankruptcy proceedings, current CDC (the plaintiff in this lawsuit and  
5 controlled by Pino Vitti) alleged, supported by Pino Vitti's Declaration as President of CDC, that  
6 former CDC had transferred funds to LJDC and characterized them as "loans." It also alleged former  
7 CDC shared expenses and employees with entities related to CDC, including LJDG, and that CDC  
8 charged the related entities with such costs but did not always get reimbursed for them, and they were  
9 sometimes entered as "loans." Current CDC also alleged that former CDC received payment of salaries  
10 in excess of the amounts that CDC was able to afford and in excess of the amounts prior management  
11 should have received. Current CDC also found there was unpaid payroll. ("Report Regarding Legal  
12 Actions as to Prior Management," Case No. 10-15142-LT11, Dkt. No. 649.)

13           22.     Hollandia is informed and believes that Pino Vitti is an individual residing in Rancho  
14 Santa Fe, California.

15           23.     Hollandia is informed and believes that Pino Vitti influenced, dominated, and controlled  
16 Atlantica, LSMRH, Pacifica, LSM Golf Course Partners LLC, CDC, and other LLCs holding real  
17 property interests around the Lake, including but not limited to names starting with Symphony Asset  
18 Pool, and that there was such a unity of interest and ownership by and between these parties, that the  
19 individuality and separateness of Pino Vitti and these entities, and between these entities, ceased.

20           24.     In 2013, LSMRH purchased the Frazar 1999 Trust Loan in bankruptcy, in exchange,  
21 *inter alia*, for Frazar's release of an unsecured claim of about \$1.5 million and for an indemnification  
22 by LSMRH, LSM Executive Golf Course, LLC, CDC, and Atlantica, for Frazar and the Four Frazar  
23 Trusts' obligations, including for the Lake conditions, which was approved in bankruptcy. (Case No.  
24 10-15142-LT11, Dkt. No. 703-704, May 3-6, 2013.) One year later, Pino Vitti, as CEO and Manager  
25 of Atlantica, canceled the registration of LSMRH with the Secretary of State.

26           25.     On June 7, 2013, current CDC sued LJDG shareholder, Christopher DiNofia, in  
27 bankruptcy court in the Southern District of California, Case No. 13-90156-LT, for, *inter alia*,  
28 fraudulent obligations and transfers and unjust enrichment. Those parties reached a settlement in which

1 CDC, in exchange for money and other benefits, released Christopher DiNofia, Matthew DiNofia,  
2 former management and former insiders of LJDG or any other entities owned or controlled by  
3 Matthew DiNofia, of all claims, including those regarding the condition of the Lake, which the court  
4 approved on September 24, 2013. (Case No. 13-90156-LT, Dkt. No. 768.)

5 26. LJDG sued the Four Frazar Trusts in Superior Court, Central Judicial District for the  
6 County of San Diego, Case No. 37-2008-00095860-CU-BC-CTL, on or about November 6, 2008.  
7 LJDG alleged that the Four Frazar Trusts had materially breached the 2004 CDC stock sale agreement  
8 by failing to disclose that the Lake periodically fills up with sediment and must be dredged; further,  
9 that there is an underground stream that periodically floods the golf course and damages the fourth  
10 hole. LJDG also alleged that CDC had failed to disclose that CDC employees had accrued unpaid  
11 vacation in excess of \$120,000.00 as of close of escrow; further failed to disclose that CDC is  
12 responsible for maintaining a bridge rather than a public agency that owns the road on top the bridge.  
13 Hollandia is informed and believes that Matthew DiNofia influenced, dominated, and controlled  
14 LJDG, and that there was such a unity of interest and ownership, that the individuality and  
15 separateness of these Third-Party Defendants and entities ceased. Hollandia is informed and believes  
16 that LJDG influenced, dominated, and controlled CDC, and that there was such a unity of interest and  
17 ownership, that the individuality and separateness of these Third-Party Defendants and entities ceased.

### 18 **The Three Golf Courses**

19 27. St. Mark Golf Club, located on the northeast side of the Lake, was built in 1963. CDC  
20 owned this course until it was sold in 2012. Hollandia is informed and believes that LSM Golf Course  
21 Partners, LLC, a California LLC, controlled by Pino Vitti, owns the golf course and underlying  
22 property, and that it is managed by Pacifica through its CFO and Manager, Pino Vitti, according to its  
23 Secretary of State filing.

24 28. Hollandia is informed and believes that LSMRH purchased LSM Executive Course,  
25 LLC, which is located on the northwest side of the Lake, in 2012 from LJDG, and that the underlying  
26 real property is owned by Symphony Asset Pool XXI, LLC, a California LLC, controlled and managed  
27 by Pino Vitti of Pacifica, and with the same address for its principal executive office as Pacifica, LSM  
28 Golf Course Partners LLC, and Atlantica according to Secretary of State filings. Atlantica, with Pino

1 Vitti its President, is the Manager for LSM Executive Course, LLC, according to its Secretary of State  
2 filing.

3 29. Hollandia is informed and believes that Twin Oaks Valley Golf Course, dba JC Golf, is  
4 located in San Marcos, California, on Twin Oaks Road within the watershed leading to the Creek and  
5 Lake, and the property is owned by Regency Twin Oaks, LP and Regency La Jolla, LP, both California  
6 limited partnerships, with BCR Management, Inc. as its General Partner.

7 **The Avocado Groves And Other Farming Interests**

8 30. Maskell Growers farms the avocado grove on the southeast side of the Lake in San  
9 Marcos, California. Hollandia is informed and believes said avocado grove has existed since at least  
10 the 1970s.

11 31. Hollandia is informed and believes Avocado Farms (“AF”) was a partnership started in  
12 1976, including Ronald Frazar, Gordon Frazar, Donald Frazar, and Robert Frazar as partners. Ronald  
13 Frazar and Susan Frazar were partners at a later point, at least starting in 1999. Hollandia is informed  
14 and believes said avocado grove has existed in some fashion since at least the 1970s.

15 32. Hollandia is informed and believes Lake Shore Farms #1, Limited Partnership (“LSF”)  
16 was created in 1975 and dissolved in 2000. AF was the General Partner of LSF, at least as of 1999.  
17 Limited partners included Ronald Frazar, Gordon Frazar, Donald Frazar, and Robert Frazar, and many  
18 others. The expressed purpose of LSF was to grow produce. Ronald Frazar was the managing partner,  
19 at least as of 1999.

20 33. Hollandia is informed and believes the owners of real property near the Lake, including  
21 avocado trees and/or groves, include:

- 22 1) VARADERO MAINTENANCE CORPORATION
- 23 2) TRUSTEE OF WAYNE & JILL E. ADACHI REVOCABLE LIVING TRUST
- 3) OSCAR SARKISIAN
- 24 4) MARTHA P. SARKISIAN
- 5) TRUSTEE OF ASCHER FAMILY TRUST DATED 07-12-08
- 25 6) TRUSTEE OF KATHLEEN J. MOREY TRUST 03-11-88
- 7) KEVIN C. CONLON
- 26 8) JUDITH A. CONLON
- 9) DON MCLAUGHLIN
- 27 10) TRUSTEE OF BEMKO 2012 TRUST
- 11) TRUSTEE OF MASKELL FAMILY TRUST DATED 05-11-18
- 28 12) JOHN K. ZEIS
- 13) JENNIFER S. ZEIS



- 14) JOHN J. ETTLINGER
- 15) MARI C. ETTLINGER
- 16) GENE P. FERNANDO
- 17) CRYSTAL E. FERNANDO
- 18) TRUSTEE OF EUGENE E. & ALYCE J. JOHNSON REVOCABLE TRUST C
- 19) TRUSTEE OF GIL E. JARAMILLO 2018 TRUST DATED 08-27-18
- 20) EUGENIA HAYS
- 21) MASKELL GROWERS
- 22) AVOCADO FARMS
- 23) LAKE SHORE FARMS #1, LIMITED PARTNERSHIP

**The Detention Basin Owners**

34. Hollandia is informed and believes that the following real property owners are near the Lake and share a detention basin on a portion of their properties that collects stormwater runoff containing nutrients, including from upland avocado groves, and other materials of which CDC complains. Overflow from the detention basin goes into a concrete culvert and empties into the Lake, carrying sediment and nutrients, while creating a small delta.

- 1) TRUSTEE OF GAUDREAU FAMILY TRUST DATED 06-15-93;
- 2) TRUSTEE OF MAKER FAMILY TRUST DATED 05-07-01;
- 3) RAHIM A. & KORINA A. AKHONDZADEH;
- 4) TRUSTEE OF CORTINA C. & P R L T TRUST DATED 08-14-13; AND

**California – CSUSM On Former Prohoroff Egg Farm Property**

35. Hollandia is informed and believes that the world’s largest egg farm, Prohoroff Egg Farm (“Prohoroff”), operated on 557 acres of land bounded by what is today Twin Oaks Road and E. Barham Drive, San Marcos, California, from 1945 to 1985. At its largest, it housed more than 2,000,000 chickens. Prohoroff housed a plant for processing fertilizer, which generated up to nearly 11,000,000 pounds of fertilizer per month. Manure and fertilizer from Prohoroff was discharged onto the soil on its property, entered the groundwater, and entered the nearby Creek by surface drainage, and continues to do so, upgradient of the Lake. The State of California acquired, and owns, most of the former Prohoroff egg farm property, and built California State University, San Marcos, on it. Hollandia will make the requisite statutory notice of claim to the State after obtaining a filed copy of this Third-Party Complaint.

**The HOAs And LSMCA**

36. Hollandia is informed and believes there are twenty-two (22) Homeowner Associations (“HOAs”) within the Lake San Marco (“LSM”) community. There is also the Lake San Marcos

1 Community Association (“LSMCA”), formed in 1971 as a California non-profit corporation. Eighteen  
 2 (18) HOAs are “constituents” of the LSMCA in that the original developers vested in LSMCA, by  
 3 recorded documentation, the responsibility for enforcing the Covenants, Codes & Restrictions  
 4 (“CC&Rs”) for these various subdivisions. LSMCA exercises regulatory control over approximately  
 5 934 households at the Lake. One of LSMCA’s assumed duties is the management of fertilizing  
 6 application, storage, use and effect; irrigation; handling and disposal of green trimmings; and drainage  
 7 and culvert maintenance on private properties. Hollandia is informed and believes that all of the HOAs  
 8 and LSMCA are non-profit corporations under California law.

9 37. Hollandia is informed and believes the HOAs are:

- 10 1) COUNTRY GREENS HOMEOWNERS ASSOCIATION (108 units). Hollandia is  
 11 informed and believes that avocado and citrus groves were retained as part of the  
 12 Greens in 18 acres of open space.
- 13 2) LAKE HOASAN MARCOS MALL I PROPERTY OWNERS ASSOCIATION (17  
 14 units).
- 15 3) LAKE SAN MARCOS MALL II PROPERTY OWNERS ASSOCIATION (38 units).
- 16 4) LAKE SAN MARCOS MALL III PROPERTY OWNERS ASSOCIATION (55 units).
- 17 5) LAKE SAN MARCOS MALL IV PROPERTY OWNERS ASSOCIATION (55 units).
- 18 6) LIONS GATE HOMEOWNERS ASSOCIATION (47 single-family homes).
- 19 7) THE COLONY AT LAKE SAN MARCOS HOMEOWNERS ASSOCIATION (123  
 20 units).
- 21 8) THE FAIRWAYS AT LAKE SAN MARCOS OWNERS’ ASSOCIATION, INC. (128  
 22 units).
- 23 9) LAKE SAN MARCOS VILLAS HOMEOWNERS ASSOCIATION (65 units).
- 24 10) CHATEAU LAKE SAN MARCOS HOMEOWNERS ASSOCIATION (137 units).
- 25 11) LAKE SAN MARCOS CONDOMINIUM NO. I (25 units).
- 26 12) LAKE SAN MARCOS CONDOMINIUM NO. II (10 units).
- 27 13) LAKE SAN MARCOS CONDOMINIUM NO. III (52 units).
- 28 14) FAIRWAY KNOLLS OWNERS’ ASSOCIATION, INC. (104 units). CDC previously  
 gave notice to Fairways of its intent to sue Fairways in the present litigation, claiming  
 Fairways discharges fertilizers into the surface and groundwater in the vicinity of the  
 Lake.
- 15) HUNTER VALLEY HOMEOWNERS’ ASSOCIATION (81 single-family homes).
- 16) LAKE SAN MARCOS GARDENS CONDOMINIUMS (24 units).
- 17) PANORAMA AT LAKE SAN MARCOS OWNERS’ ASSOCIATION (168 units).  
 CDC previously gave notice to Panorama of its intent to sue Panorama in the present  
 litigation, claiming Panorama discharges fertilizers into the surface and groundwater in  
 the vicinity of the Lake.
- 18) SUN PARK, LAKE SAN MARCOS (74 single-family homes).
- 19) VARADERO (105 single-family homes).
- 20) SUNRISE POINTE (124 units).
- 21) HIGHLAND CASITAS (10 units).
- 22) SEAGLASS (42 units).

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28 ///

1 38. Hollandia is further informed and believed that when CDC and other developers created  
2 the home units in particular developments, resulting in the above HOAs, that CC&Rs imposed  
3 maintenance requirements in the common areas, including the need for regular fertilizer and irrigation.

4 39. On information and belief, Hollandia alleges that each of the Third-Party Defendants  
5 owns, operates, maintains, manages, and/or operates the real property, or portions thereof, including  
6 common areas of HOAs, in the watershed leading to the Lake. Each of these properties contains grass,  
7 plants, and other organic material, all of which contain nutrients and are subject to runoff. Further,  
8 each of these properties is fertilized, over-fertilized, irrigated, and/or over-irrigated, and subject to  
9 runoff from its property boundaries containing organic and inorganic nutrients, along with sediments,  
10 some of which also contain nutrients. Each of the Third-Party Defendants has failed to restrict nutrients  
11 and runoff to its property, and its upper property, such that nutrients and runoff have mobilized or  
12 drained into the Creek and/or Lake and/or into the groundwater and then to the Lake. When each  
13 Third-Party Defendant acquired its real property, it acquired a property that was an ongoing nuisance  
14 and failed to abate the nuisance.

15 40. In the current lawsuit brought by CDC against Hollandia and the PADs, CDC claims  
16 that nutrients from the entire watershed have been running into the Lake since it was created, in  
17 approximately 1954, causing nuisance and excessive levels of nutrients and other materials that result  
18 in algae blooms, fish kills, noxious odors, and other problems, for which it seeks compensation and  
19 injunctive relief. CDC claims pollutants, contaminants, hazardous wastes, and/or hazardous substances  
20 have all contributed to the conditions in the Lake of which it complains. CDC further claims that any  
21 amount of “Phosphorous” and “Ammonia” is enough to create liability under CERCLA and other  
22 common law or RCRA claims for the nutrients that have been found in the Lake.

23 41. Based on the allegations of CDC, and on information and belief, Hollandia alleges the  
24 organic and inorganic material and sediments exiting all Third-Party Defendants’ properties, through  
25 their acts and omissions, have caused an increase in nutrients and sediment in the watershed that leads  
26 to the Creek and/or Lake, thereby causing or aggravating the conditions of which CDC alleges and  
27 complains. According to CDC, such actions have been occurring since the Lake was created, thereby  
28

1 worsening the conditions and eutrophication claimed by CDC in its Complaint and First Amended  
2 Complaint (and any additional amended pleading) against Hollandia and the PADs herein.

3 42. Each of the Third-Party Defendants has, and has had, an ongoing and continuous duty  
4 to maintain its property and to make decisions regarding its use and handling of organic and inorganic  
5 materials, nutrients, and water in such manner as to avoid causing harm to other properties. Through  
6 their acts and omissions, each of the Third-Party Defendants has failed to exercise its obligations as  
7 alleged above, causing damages as claimed by CDC and other parties in this litigation.

8 **Homeowners Around The Lake**

- 9 1) TRUSTEE OF MARK J. KRISBURG REVOCABLE LIVING TRUST  
10 2) TRUSTEE OF FAYE M. JOHNSON LIVING TRUST  
11 3) TRUSTEE OF RIGA N. MOORE LIVING TRUST DATED 08-21-15  
12 4) MICHAEL S. GEBBIE  
13 5) ROBERTA R. WALKER  
14 6) BENJAMIN N. HUMBERT  
15 7) FARRUKH USMANI  
16 8) SOBIA USMANI  
17 9) VICTOR MORENO  
18 10) BLAIR DAILY  
19 11) SAN DIEGO FINANCIAL SERVICES INC  
20 12) MARLENE R. HILSCHER  
21 13) REBECCA CARUSO  
22 14) LYNN WALL  
23 15) TRUSTEE OF MARILENE A. SELVAGGIO FAMILY TRUST DATED 12-31-17  
24 16) JAMSHID KHAJAVI  
25 17) NASRIN KHODADAD  
26 18) MICHELLE M. HEATON  
27 19) TRUSTEE OF KLEIN 1998 FAMILY REVOCABLE TRUST DATED 06-29-98  
28 20) TRUSTEE OF RUTH L. RICE 2005 TRUST  
29 21) TOM KABBOUT  
30 22) TRUSTEE OF BURSON 2004 REVOCABLE TRUST DATED 07-30-04  
31 23) HUGH D. PATES  
32 24) TRUSTEE OF PHILIP E. & MIZUSAWA ANITA E. ALEI FAMILY TRUST  
33 25) ELIZABETH J. BLAIR  
34 26) TRUSTEE OF JOHNSON SEPARATE PROPERTY TRUST DATED 05-04-16  
35 27) TRUSTEE OF SPENCLEY FAMILY TRUST DATED 05-15-09  
36 28) TRUSTEE OF JOSEPH L. & JOANNE EHASZ FAMILY TRUST DATED 02-22-99  
37 29) TRUSTEE OF SANKO FAMILY TRUST DATED 12-13-18  
38 30) TRUSTEE OF R & A SHUMAN FAMILY TRUST DATED 09-09-94  
39 31) RUSSELL A. SHAW  
32) MARY-ANN S. SHAW  
33) TRUSTEE OF DONNAGER FAMILY LIVING TRUST DATED 09-23-08  
34) PATRICIA A. SULLIVAN  
35) TRUSTEE OF EDWARDS FAMILY TRUST DATED 09-16-98  
36) ROY J. ECKERT  
37) ELIZABETH YU  
38) TRUSTEE OF LOIS J. MATZ FAMILY TRUST DATED 11-15-05  
39) L S M GOLF COURSE PARTNERS LLC

- 1 40) ABEL VALLS
- 2 41) TRUSTEE OF HOBBS TRUST DATED 08-01-74
- 3 42) TRUSTEE OF JANE B. KUGELMAN TRUST DATED 05-08-02
- 4 43) TRUSTEE OF DAVID S. BROWN REVOCABLE TRUST DATED 05-20-02
- 5 44) MEHDY M. BABAZADEGHAN
- 6 45) PARTO MINA BABAZADEGHAN
- 7 46) TRUSTEE OF G & N LINDEN FAMILY TRUST DATED 12-28-87
- 8 47) TRUSTEE OF TINH & MARGARITA TRAN LIVING TRUST DATED 04-10-05
- 9 48) MARY A. DUREAU
- 10 49) TRUSTEE OF ARGABRIGHT FAMILY TRUST DATED 02-16-87
- 11 50) DIANA ISAAC
- 12 51) DALE E. HENRY
- 13 52) PATRICIA M. HENRY
- 14 53) TRUSTEE OF MCDANIEL-SIMONS TRUST DATED 06-28-18
- 15 54) TRUSTEE OF CHUTE LIVING TRUST DATED 03-01-07;
- 16 55) SAMSON JIM
- 17 56) MIRIAM W. JIM
- 18 57) TRUSTEE OF NORMA G. BEALL REVOCABLE TRUST DATED 02-12-15
- 19 58) DENNIS J. HAUSWIRTH
- 20 59) LORI L. HAUSWIRTH
- 21 60) MICHAEL S. SHARP
- 22 61) LAURA C. SHARP
- 23 62) LEHMAN LAND CO. LLC
- 24 63) TRUSTEE OF HERZOG FAMILY 2006 TRUST DATED 02-07-06
- 25 64) LINARITE 1031 LLC
- 26 65) TRUSTEE OF RATTA LIVING TRUST DATED 01-05-15
- 27 66) TRUSTEE OF MELANIE S. O'CONNOR TRUST DATED 07-03-07
- 28 67) PATRICK J. DWYER
- 68) NANCY A. DWYER
- 69) TRUSTEE OF LAURA A. MOURADIAN TRUST DATED 08-05-03
- 70) TRUSTEE OF ALI FAMILY TRUST DATED 04-28-86
- 71) TRUSTEE OF HARDESTY SUB-TRUST A DATED 01-25-88
- 72) JAMES A. MEREDITH
- 73) TRUSTEE OF MEANLEY ELIZABETH W. TRUST DATED 05-21-86
- 74) TRUSTEE OF HAUER FAMILY TRUST DATED 08-03-89
- 75) TRUSTEE OF LOGAN E. & SPADER JUDITH A. WILLIAMS FAMILY TRUST
- 76) TRUSTEE OF LESLIE SOELL LIVING TRUST DATED 06-27-18
- 77) TRUSTEE OF PATRICIA A. BARKER TRUST DATED 02-28-07
- 78) CHRISTINE MIDDLETON
- 79) J P C C LLC
- 80) TRUSTEE OF RICHARD & KARIN BARNES REVOCABLE TRUST DATED 08-27-15
- 81) THOMAS VATH
- 82) SHEREE L. VATH
- 83) TRUSTEE OF SMITH FAMILY TRUST DATED 12-06-05
- 84) EDGAR J. LISANSKY
- 85) DONNA LISANSKY
- 86) TRUSTEE OF HOWARTER FAMILY TRUST DATED 03-02-81
- 87) TRUSTEE OF WIERINGA TRUST DATED 11-13-03
- 88) TRUSTEE OF MOORE FAMILY REVOCABLE TRUST DATED 06-06-11
- 89) TRUSTEE OF KRISTIN A. HOLLYWOOD TRUST DATED 04-06-04
- 90) DANIEL D. DENECKE
- 91) TRUSTEE OF WALLACE & DARLENE AIKEN FAMILY TRUST DATED 04-05-89
- 92) TRUSTEE OF LEON & KATHARINE A. SCHWARTZ FAMILY TRUST DATED  
12-12-95
- 93) KATHLEEN E. CURTIS
- 94) MARY J. HEALY

- 1 95) BRENT D. HILLIER
- 2 96) DONALD S. CHOBANIAN
- 3 97) TRUSTEE OF RAMONA B. FINNILA TRUST DATED 07-27-05
- 4 98) TRUSTEE OF HOGAN FAMILY TRUST DATED 01-31-17
- 5 99) ROBERT J. BALDWIN
- 6 100) TRUSTEE OF ALLEWAY FAMILY TRUST DATED 03-16-11
- 7 101) CHARLES CLIFFORD JOHNSON
- 8 102) MARIA ELLEN JOHNSON
- 9 103) CORNELIUS W. BOUSCAREN
- 10 104) STACY Z. KANTOR
- 11 105) ARTHUR N. MARK
- 12 106) SOCAL REAL ESTATE INVESTMENTS L P
- 13 107) TRUSTEE OF WALLACE & DARLENE G. AIKEN FAMILY TRUST
- 14 108) TRUSTEE OF ROY G. & BEVERLEY J. HASKINS TRUST DATED 10-10-01
- 15 109) TRUSTEE OF MCCRADY FAMILY TRUST DATED 02-02-06
- 16 110) ALI R. KASHANINIA
- 17 111) TRUSTEE OF WAYNE R. SEARLE SEPARATE PROPERTY TRUST DATED 04-29-13
- 18 112) TRUSTEE OF KENNETH & HELEN C. WOOD TRUST DATED 08-21-91
- 19 113) TRUSTEE OF KATHLEEN J MOREY TRUST DATED 03-11-88
- 20 114) TRUSTEE OF JACOBS FAMILY TRUST DATED 06-19-01
- 21 115) CARMEN A. TRUTANICH
- 22 116) TRUSTEE OF SHAW 1997 FAMILY TRUST DATED 04-10-97
- 23 117) TRUSTEE OF HESTER SURVIVORS TRUST DATED 06-20-96
- 24 118) TRUSTEE OF DONALD J. & CYNTHIA BROCKLESBY FAMILY REVOCABLE TRUST
- 25 119) TRUSTEE OF GARY D. & BONNIE J. WILLIAMS TRUST DATED 09-24-93
- 26 120) TRUSTEE OF DANG FAMILY REVOCABLE LIVING 2002 TRUST DATED 02-28-02
- 27 121) TRUSTEE OF MANDER FAMILY TRUST DATED 06-12-91
- 28 122) TRUSTEE OF GILBERT FAMILY LIVING TRUST DATED 12-16-99
- 123) TRUSTEE OF ENGEL FAMILY TRUST DATED 04-26-05
- 124) DONALD VALLEE
- 125) CRISTA VALLEE
- 126) TRUSTEE OF MATTHEW G. & STACI L. DRIGGS FAMILY TRUST DATED 12-11-02
- 127) THOMAS L. NUTTER
- 128) YAZDAN SHERVIN NUTTER
- 129) TRUSTEE OF SCHMIDT TRUST DATED 05-02-00
- 130) TRUSTEE OF JENKS FAMILY 2001 TRUST
- 131) TRUSTEE OF GLOSSOP FAMILY TRUST DATED 08-27-18
- 132) TRUSTEE OF FULLER SCOTT A. FAMILY TRUST DATED 03-30-18
- 133) TRUSTEE OF RALPH & SHIRLEY AREHART TRUST DATED 04-15-05
- 134) TRUSTEE OF REX E. & CHERYL A. MILLER TRUST A DATED 11-02-04
- 135) TRUSTEE OF CLARK FAMILY TRUST
- 136) TRUSTEE OF MARILYN J. MULLOY REVOCABLE TRUST DATED 05-09-05
- 137) BRETT ROBERTS
- 138) HEATHER ROBERTS
- 139) TRUSTEE OF RELM REVOCABLE TRUST DATED 09-11-08
- 140) LARRY K. PALL
- 141) MARY K. PALL
- 142) MARIA POWERS
- 143) TRUSTEE OF ALAN & ROBERTA CRANN REVOCABLE TRUST DATED 05-30-00
- 144) RAYMOND G. FAVORITE
- 145) TRUSTEE OF CAROLYN J. ROSE REVOCABLE LIVING TRUST DATED 08-07-06
- 146) TRUSTEE OF ROBINSON FAMILY TRUST DATED 11-07-80
- 147) TRUSTEE OF FARROW FAMILY TRUST DATED 02-25-02
- 148) TRUSTEE OF LEFTON FAMILY 2002 TRUST
- 149) DAVID L. PARRY

- 1 150) MAGDA S. PARRY
- 2 151) TRUSTEE OF BARBARA M. WALES 2016 LIVING TRUST
- 3 152) TRUSTEE OF MOEN FAMILY TRUST DATED 12-05-90
- 4 153) WYNONA K. OSBORN
- 5 154) JACK W. MCCLAIN
- 6 155) MARK GENEAU
- 7 156) BURIAN FRAN GENEAU
- 8 157) TRUSTEE OF MICAH HAGGERTY REVOCABLE TRUST DATED 05-18-12
- 9 158) TRUSTEE OF DOZBABA FAMILY REVOCABLE TRUST DATED 12-01-16
- 10 159) WILLIAM J. BRUNO
- 11 160) TRUSTEE OF C. THOMAS & SHERRY L. SAVELL FAMILY TRUST DATED 10-05-00
- 12 161) TRUSTEE OF SIGNAIGO FAMILY TRUST DATED 03-10-00
- 13 162) LOIS L. JARVINEN
- 14 163) TRUSTEE OF RIDER FAMILY TRUST DATEAD 10-25-99
- 15 164) TRUSTEE OF JOSEPH & MARITZA SIMPSON REVOCABLE TRUST DATED 02-26-97
- 16 165) TRUSTEE OF ROBERT & DARILYN CAMPBELL REVOCABLE TRUST DATED  
12-23-99
- 17 166) SYMPHONY ASSET POOL X LLC
- 18 167) SYMPHONY ASSET POOL XX LLC
- 19 168) TRUSTEE OF MCCOY FAMILY TRUST DATED 09-23-94
- 20 169) TRUSTEE OF DAVIS FAMILY TRUST DATED 04-19-04
- 21 170) TRUSTEE OF ROSS F. & YVONNE F. PENNE REVOCABLE TRUST DATED 12-05-86
- 22 171) JAMES GRAHAM
- 23 172) TRUSTEE OF AMBER M. LINDSEY LIVING TRUST DATED 09-01-06
- 24 173) TRUSTEE OF JAMES FAMILY TRUST DATED 06-02-90
- 25 174) TRUSTEE OF LYNN FAMILY TRUST DATED 10-20-17
- 26 175) TRUSTEE OF JAMES & MARYLOU A. AMATO FAMILY TRUST DATED 03-13-13
- 27 176) CAROLYN CORNFORTH
- 28 177) NORTH COUNTY LAND PARTNERS LP
- 178) T B R E PROPERTIES LLC
- 179) NANCY L. SKOPHAMMER
- 180) TRUSTEE OF R. T. EDMONDS 1999 TRUST DATED 02-24-99
- 181) TRUSTEE OF PUSHECK 1977 TRUST
- 182) MICHAEL A. FLORIO
- 183) MARY A. FLORIO
- 184) TRUSTEE OF PHOEBE B. ANDERSON LIVING TRUST DATED 12-18-95
- 185) TRUSTEE OF DENISE M. SHERR TRUST DATED 09-27-17
- 186) TRUSTEE OF LYON TRUST DATED 01-07-94
- 187) RALPH A. KISTLER
- 188) DALE A. KISTLER
- 189) ALEXANDER E. FOWLIE
- 190) MARGARET B. FOWLIE
- 191) TRUSTEE OF DAVID R. & MARIE P. VEIT FAMILY TRUST DATED 07-16-93
- 192) TRUSTEE OF TURNER FAMILY TRUST DATED 07-24-14
- 193) TRUSTEE OF POWERS FAMILY TRUST DATED 11-23-98
- 194) TRUSTEE OF FRIIS REVOCABLE LIVING TRUST DATED 03-12-93
- 195) TRUSTEE OF DOLDER FAMILY TRUST DATED 12-30-97
- 196) TRUSTEE OF CONNELL/LEONARD TRUST DATED 05-24-17
- 197) PHILIP R. ROSE
- 198) TRUSTEE OF WISENER FAMILY TRUST DATED 01-16-04
- 199) GEORGE R. PISTAY
- 200) SYLVIA PISTAY
- 201) TRUSTEE OF BAILEY FAMILY TRUST DATED 03-23-79
- 202) ARTHUR R. BROWN
- 203) LEE ANNA BROWN
- 204) TRUSTEE OF KRAMER FAMILY TRUST DATED 06-11-14

- 1 205) TRUSTEE OF MELANIE S. O'CONNOR TRUST DATED 07-03-07
- 206) CHARLES DROWN
- 2 207) DEBORAH DROWN
- 208) WILLIAM A. JARDIN
- 3 209) DEBORAH L. J. JARDIN
- 210) S L S MILLER PROPERTIES LLC
- 4 211) TRUSTEE OF KEITH & SHANNON RIMMEREID 2013 TRUST DATED 05-10-13
- 212) TRUSTEE OF GRAYBEAL FAMILY 1991 TRUST DATED 08-01-91
- 5 213) TRUSTEE OF CLARK 2004 TRUST DATED 01-05-04
- 214) TRUSTEE OF RONALD B. & SUSAN A. JOHNSON REVOCABLE LIVING TRUST
- 6 215) TRUSTEE OF FRUKE REVOCABLE SURVIVORS TRUST DATED 01-20-98
- 216) TRUSTEE OF WILSON FAMILY TRUST A DATED 12-13-04
- 7 217) TRUSTEE OF SUSANNE M. BOWLES TRUST DATED 05-07-09
- 218) VIRGINIA M. VANMAANEN
- 8 219) TRUSTEE OF CHARLES & GENEVIEVE HOWARD LIVING REVOCABLE TRUST
- 220) JEFFREY E. FRAZIER
- 9 221) MARY J. FRAZIER
- 222) TRUSTEE OF BRADEN FAMILY TRUST DATED 03-01-18
- 10 223) TRUSTEE OF KATHRYN C. TILTON SURVIVORS REVOCABLE TRUST DATED  
06-24-85
- 11 224) TRUSTEE OF DERRICK & DIANA WOOD REVOCABLE TRUST DATED 06-06-08
- 225) DAVID L. SMITH
- 12 226) JANE A. SMITH
- 227) RICHARD D. BOWLES
- 13 228) TRUSTEE OF SUSANNE M. BOWLES TRUST DATED 05-07-09
- 229) TRUSTEE OF JIMMY P. & SUSAN S. HENDRICKS REVOCABLE LIVING TRUST
- 14 230) M & D M M PROPERTIES LTD
- 231) TRUSTEE OF JOHNSTON EDUCATIONAL TRUST DATED 08-31-10
- 15 232) TRUSTEE OF MARY A. RICE PERSONAL TRUST DATED 02-26-98
- 233) TRUSTEE OF LARRY R. GUTHRIE LIVING TRUST DATED 07-15-10
- 16 234) WARREN FAMILY
- 235) MICHAEL C. BIEKER
- 17 236) TRUSTEE OF RONALD & JANE KONING REVOCABLE TRUST DATED 05-15-13
- 237) TRUSTEE OF RONA J. SINGER 2014 REVOCABLE TRUST
- 18 238) TRUSTEE OF MOONEY REVOCABLE LIVING TRUST DATED 10-12-07
- 239) TRUSTEE OF ZWEMER FAMILY TRUST DATED 06-27-90
- 19 240) TRUSTEE OF BONNIE R. GRAY TRUST DATED 08-07-06
- 241) KENNETH W. ECONOMY
- 20 242) NANCY J. ECONOMY
- 243) TRUSTEE OF PHILIP & DIANE PELUSO FAMILY 1997 TRUST DATED 10-29-97
- 21 244) TRUSTEE OF DANA & SHIRLEY HAWKES TRUST DATED 03-28-91
- 245) TRUSTEE OF IVERSON FAMILY REVOCABLE TRUST DATED 04-20-10
- 22 246) TRUSTEE OF JANE B. KUGELMAN TRUST DATED 05-08-02
- 247) TRUSTEE OF GARRETSON FAMILY TRUST DATED 01-09-08
- 23 248) TRUSTEE OF MICHELE DOLIN TRUST DATED 05-10-14
- 249) TRUSTEE OF EDWARD C. BURKART REVOCABLE TRUST DATED 07-21-83
- 24 250) TRUSTEE OF CHRISTINA F. WATSON FAMILY SURVIVORS TRUST DATED  
04-30-98
- 251) TRUSTEE OF JOHN & BARBARA LEE REVOCABLE TRUST DATED 07-14-14
- 25 252) JOSEPH C. CARONA
- 253) ANTOINETTE M. CARONA
- 26 254) PHYLLIS R. DAVIDSON
- 255) TRUSTEE OF JACKSON FAMILY TRUST DATED 01-13-87
- 27 256) TRUSTEE OF NAZARETH & ELSIE RONDINELLI TRUST DATED 01-20-98
- 257) GARY M. ROGERS
- 28 258) JAMES A. PRUSSACK



- 1 259) KATHRYN D. PRUSSACK  
 2 260) DONALD W. REEVES;  
 3 261) SHARON L. REEVES  
 4 262) TRUSTEE OF LISA DELUCCHI TRUST DATED 11-10-10  
 5 263) TRUSTEE OF BEMKO 2012 TRUST  
 6 264) TRUSTEE OF MARY A. MATRONE LIVING TRUST DATED 05-25-04  
 7 265) TRUSTEE OF MATHIASSEN FAMILY TRUST DATED 07-06-92  
 8 266) LAUREN POLLOCK  
 9 267) TRUSTEE OF MCNAMARA FAMILY TRUST DATED 04-24-00  
 10 268) ERIC SNYDER  
 11 269) ROBERT E. HAYES;  
 12 270) KATHERINE J. HAYES  
 13 271) TRUSTEE OF DUKE & SALLY ACKERMAN 2002 TRUST  
 14 272) AMBER RAGGHANTI  
 15 273) RON FRAZER AS TRUSTEE OF: 1) U/T/D 12/30/76; 2) U/T/D 12/29/77; 3) FRAZAR  
 16 CHILDREN FAMILY IRREVOCABLE TRUST FBO KIMBERLY D. FRAZAR; 4) AND  
 17 FRAZAR CHILDREN FAMILY IRREVOCABLE TRUST FBO HEATHER R. FRAZAR  
 18 274) LSM GOLF COURSE PARTNERS LLC

19 43. Hollandia is informed and believes that all of the above real property homeowners  
 20 either abut the Lake or are in very close proximity to the Lake and have grass and/or other plantings in  
 21 their yards, including near or at the edge of the Lake, which they fertilized and/or irrigated, and  
 22 continue to fertilize and/or irrigate, on a regular basis. Each of these properties contains grass, plants,  
 23 and other organic material, all of which contain nutrients and are subject to runoff. Further, each of  
 24 these properties is fertilized, over-fertilized, irrigated, and/or over-irrigated, and subject to runoff from  
 25 its property boundaries containing organic and inorganic nutrients, along with sediments, some of  
 26 which also contain nutrients. Each of the Third-Party Defendants has failed to restrict nutrients and  
 27 runoff to its property, and its upper property, such that nutrients and runoff have mobilized or drained  
 28 into the Creek and/or Lake and/or into the groundwater and then to the Lake. Each of the Third-Party  
 Defendants has failed to install nutrient-absorbing buffers, biofilters, create swales, or take other  
 actions, to prevent nutrients from exiting their property and entering the Lake. When each Defendant  
 acquired its real property, it acquired a property that was an ongoing nuisance and failed to abate the  
 nuisance.

#### **ALTER EGO ALLEGATIONS**

44. On information and belief, Hollandia alleges that each of the for-profit corporate Third-  
 Party Defendants related in some way to CDC (those parties identified above in the section titled,  
 “**THE PARTIES RELATED TO CDC**”) failed to observe corporate (or LLC) formalities, failed to  
 pay corporate debts, and failed to contribute or allocate sufficient capital for necessary Lake

1 maintenance, water permit compliance, and/or other purposes relevant to this litigation; used corporate  
2 funds for purposes other than corporate uses; the corporations have been used as a mere shell,  
3 instrumentality, or conduit for a single venture, and have failed to maintain arm's length relationships  
4 among related entities. Hollandia further alleges on information and belief that there is a unity of  
5 interest and ownership between the shareholders and such corporations such that separate identities  
6 did, or do, not really exist; further, that the shareholders of said corporations that have been brought in  
7 as Third-Party Defendants were active in the influence, control, and governance of their corporations  
8 (or LLCs); further, that where one corporation owns or is related to the other corporation (or LLC),  
9 that the same officers and staff were used for both entities. Hollandia further alleges on information  
10 and belief that the individual shareholders sued as Third-Party Defendants, and the related corporations  
11 (or LLCs) sued as Third-Party Defendants, were using the corporations as an "alter ego" for  
12 themselves but did not actually treat the corporation as a separate legal entity. Fraud or injustices will  
13 result unless there is a finding of alter ego and the corporate veils are pierced.

14 45. Hollandia is informed and believes that CDC has never had adequate capitalization to  
15 keep the Lake water clean for year-round recreational purposes for the lakeside community. CDC  
16 designed and built the Lake dam in the early 1950s for agricultural purposes, specifically to grow crops  
17 and water livestock. CDC requested, and obtained, approval from the State of California for a water  
18 permit, License 7224 ("License 7224"), to divert water from the Creek and collect water seasonally for  
19 use on crops, which did not require the clean water now sought by CDC for recreational and aesthetic  
20 purposes. CDC impounded runoff from the watershed in the Lake, which was often nutrient-rich and  
21 useful for agricultural purposes. Hollandia is informed and believes that CDC has never complied with  
22 all requirements of License 7224. CDC has not accurately measured or monitored water flows  
23 historically into the Lake, the amounts seasonally stored, or the amounts withdrawn from the reservoir  
24 to irrigate golf courses in accord with the terms of License 7224. Further, water has been used for some  
25 golf course locations not permitted by License 7224.

26 46. According to the results of an investigation by the State of California, in a letter dated  
27 October 17, 2011, CDC has made unauthorized diversions of water outside of the time period the  
28 License allows it to do so. As a result, "In order to be in compliance with License 7224, CDC would

1 need to manage the reservoir such that all inflow is spilled or bypassed downstream. Therefore, a  
2 withdrawal of water for irrigation use under the License should include accompanying decreases in the  
3 reservoir's water surface elevation." The State of California also said "CDC should install an adequate  
4 flow bypass device, in order to ensure no water is stored outside of the season of diversion." The State  
5 believed CDC likely had been making unauthorized diversions of water to storage outside of the  
6 season allowed by the License due to the influx of water from various sources over the full year.  
7 Hollandia is informed and believes that CDC has never complied with all the terms of License 7224  
8 issued by the State or had sufficient capital to do so. On information and belief, Hollandia alleges CDC  
9 diverted moneys to shareholders or for other purposes while leaving inadequate funds in the  
10 corporation to properly and consistently maintain the Lake and comply with License 7224, resulting in  
11 chronic problems with water quality and eutrophication.

12 **AGENCY/DOES**

13 47. Hollandia does not know the true names, capacities, basis for liability, or interests in the  
14 Property of Third-Party Defendants sued in this action as Does 1 through 100,000, inclusive, all of  
15 which have some connection to the watershed leading to the Lake, and will amend this Third-Party  
16 Complaint when that information is discovered. Additionally, Hollandia obtained names of many of  
17 the Third-Party Defendants through County Assessor files where the names are not always listed in  
18 clear ways (e.g., a last name may be first) and is uncertain whether all the names are presented here in  
19 the appropriate, intended manner. Hollandia will amend this Third-Party Complaint as needed as it  
20 learns of such discrepancies. Hollandia is further informed and believes and on that basis alleges that at  
21 all relevant times, each Third-Party Defendant, including any Third-Party Defendant fictitiously  
22 named, was in some manner responsible for the losses and damages claimed by CDC and the PADs.

23 48. Hollandia further alleges that each Third-Party Defendant was acting as an agent,  
24 employee, partner, or joint venturer of each other Third-Party Defendant or Defendant in doing or not  
25 doing the things alleged, or is responsible in some manner for the damages and disputes alleged in this  
26 complaint, and causing or contributed to damages claimed by CDC or the PADs.

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28 ///

**FIRST CLAIM AGAINST ALL THIRD-PARTY DEFENDANTS**

**(For Contribution Under CERCLA)**

49. Third-Party Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 48, inclusive, as though fully set forth herein.

50. CDC alleges that its problems with the Lake stem from nutrients from the entire watershed entering the Lake, and said allegations are incorporated here by reference. The PADs also claim nutrients from the entire watershed enter the Creek and/or Lake. Hollandia files claims against each of the Third-Party Defendants and seeks any contribution against such Third-Party Defendants to which it may be entitled under CERCLA as a result of acts or omissions of Third-Party Defendants which relate to the claims asserted by CDC or the PADs or may be asserted by Third-Party Defendants herein. To the extent that any of the hazardous materials, substances, wastes, pollutants and/or contaminants referred to in the claims of CDC or in the IO are “hazardous substances” under CERCLA, Hollandia alleges each Third-Party Defendant released hazardous substances at facilities that each owns, maintains, manages, operates, and/or has made decisions regarding the disposal of such hazardous substances or materials, and has caused Hollandia to incur response and/or other costs.

51. CDC is now improperly suing Hollandia for damages or other remedies which are in excess of any conceivable responsibility Hollandia might have, which Hollandia asserts to be zero. The PADs also claim contribution and indemnity, among other claims and/or causes of action, against Hollandia. Third-Party Defendants’ acts or omissions have caused, increased, worsened, or prolonged the alleged condition of nuisance, contamination, pollution, or any other alleged negative condition of the Lake, Creek, or any property owned by, and damages claimed by, CDC or the PADs. To the extent Hollandia pays or becomes legally responsible for any damages or remedies claimed by CDC, the PADs, or any other party in this lawsuit, Hollandia seeks any contribution, remedy, declaratory relief, against Third-Party Defendants to which it may be entitled as a result of Third-Party Defendants’ acts or omissions.

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1 and/or Lake. CDC alleges continuing nuisance against Hollandia, and said allegations are incorporated  
2 here by reference. To the extent continuing nuisance exists, each of Third-Party Defendants' properties  
3 contains grass, plants, and other organic material, all of which contain nutrients and are subject to  
4 runoff. Further, each of these properties is fertilized, over-fertilized, irrigated, and/or over-irrigated,  
5 and subject to runoff from its property boundaries containing organic and inorganic nutrients, along  
6 with sediments, some of which also contain nutrients. Each Third-Party Defendant has a duty to  
7 maintain its property in such a way as to avoid doing injury to others and has failed to do so. Each of  
8 the Third-Party Defendants has failed to act in a responsible manner, and by the duty required of  
9 landowners, and to restrict nutrients and runoff from its property, and from its upper property to the  
10 groundwater, such that nutrients and runoff have mobilized or drained into the Lake and/or Creek  
11 and/or into the groundwater and then to the Lake so as to harm others. Each of the Third-Party  
12 Defendants has failed to install nutrient-absorbing buffers, biofilters, created swales, or taken other  
13 actions, to prevent nutrients from exiting its property and entering the Creek, groundwater, and/or  
14 Lake. When each Defendant acquired its real property, it acquired a property that was on ongoing  
15 nuisance with regard to excess nutrients and runoff impacting the Lake and/or Creek and/or the  
16 groundwater and then to the Lake and failed to abate the nuisance.

17 58. Each of the Third-Party Defendants' acts or omissions have been tortious and caused,  
18 increased, worsened, or prolonged the alleged condition of nuisance, contamination, pollution, or any  
19 other alleged negative condition of the Lake, Creek, or any property owned by, or damages claimed by,  
20 CDC and/or the PADs.

21 59. CDC is now improperly suing Hollandia for damages or other remedies which are in  
22 excess of any conceivable responsibility Hollandia might have, which Hollandia asserts to be zero. The  
23 PADs also claim contribution and indemnity, et cetera, against Hollandia. To the extent Hollandia pays  
24 or becomes legally responsible for any damages or remedies claimed by CDC, the PADs, or any other  
25 party in this lawsuit, Hollandia seeks any damages and/or injunctive relief against Third-Party  
26 Defendants to which it may be entitled.

27 60. Hollandia, as a result of Third-Party Defendants' acts or omissions, seeks all available  
28 damages, costs, attorneys' fees, and remedies against Third-Party Defendants.

1           61. Hollandia also seeks injunctive and declaratory relief and an order that Third-Party  
2 Defendants be required to take such actions, or avoid such actions, as are necessary to abate the  
3 nuisance and conditions on and off their property that are affecting the nuisance and other conditions  
4 of which CDC and/or the PADs complain.

5                           **FOURTH CLAIM AGAINST ALL THIRD-PARTY DEFENDANTS**

6   **(For Continuing Trespass)**

7           62. Third-Party Plaintiff realleges and incorporates herein by reference Paragraphs 1  
8 through 61, inclusive, as though fully set forth herein.

9           63. CDC alleges that its problems with the Lake stem from nutrients from the entire  
10 watershed entering the Lake. The PADs also claim nutrients from the entire watershed enter the Creek  
11 and/or Lake. CDC alleges continuing trespass against Hollandia, and said allegations are incorporated  
12 here by reference. To the extent continuing trespass exists, each of Third-Party Defendants' properties  
13 contains grass, plants, and other organic material, all of which contain nutrients and are subject to  
14 runoff. Further, each of these properties is fertilized, over-fertilized, irrigated, and/or over-irrigated,  
15 and subject to runoff from its property boundaries containing organic and inorganic nutrients, along  
16 with sediments, some of which also contain nutrients. Each Third-Party Defendant has a duty to  
17 maintain its property in such a way as to avoid doing injury to others and has failed to do so. Each of  
18 the Third-Party Defendants has failed to act in a responsible manner, and by the duty required of  
19 landowners, and to restrict nutrients and runoff from its property, and from its upper property to the  
20 groundwater, such that nutrients and runoff have mobilized or drained into the Lake and/or Creek  
21 and/or into the groundwater and then to the Lake so as to harm others. Each of the Third-Party  
22 Defendants has failed to install nutrient-absorbing buffers, biofilters, created swales, or taken other  
23 actions, to prevent nutrients from exiting its property and entering the Creek, groundwater, and/or  
24 Lake.

25           64. Each of the Third-Party Defendants' acts or omissions has been tortious and caused,  
26 increased, worsened, or prolonged the alleged condition of trespass, nuisance, contamination,  
27 pollution, or any other alleged negative condition of the Lake, Creek, or any property owned by, or  
28 damages claimed by, CDC and/or the PADs.

1           65. CDC is now improperly suing Hollandia for damages or other remedies which are in  
2 excess of any conceivable responsibility Hollandia might have, which Hollandia asserts to be zero. The  
3 PADs also claim contribution and indemnity, et cetera, against Hollandia. To the extent Hollandia pays  
4 or becomes legally responsible for any damages or remedies claimed by CDC, the PADs, or any other  
5 party in this lawsuit, Hollandia seeks any damages and/or injunctive relief against Third-Party  
6 Defendants to which it may be entitled.

7           66. Hollandia, as a result of Third-Party Defendants' acts or omissions, seeks all available  
8 damages, costs, and attorneys' fees, and remedies against Third-Party Defendants.

9           67. Hollandia also seeks injunctive and declaratory relief and an order that Third-Party  
10 Defendants be required to take such actions, or avoid such actions, as are necessary to abate the  
11 nuisance and conditions on and off their property that are affecting the nuisance and other conditions  
12 of which CDC and/or the PADs complain.

13                           **FIFTH CLAIM AGAINST ALL THIRD-PARTY DEFENDANTS**

14   **(For Negligence)**

15           68. Third-Party Plaintiff realleges and incorporates herein by reference Paragraphs 1  
16 through 67, inclusive, as though fully set forth herein.

17           69. CDC alleges that its problems with the Lake stem from nutrients from the entire  
18 watershed entering the Lake, and said allegations are incorporated here by reference. The PADs also  
19 claim nutrients from the entire watershed enter the Creek and/or Lake. Each of Third-Party  
20 Defendants' properties contains grass, plants, and other organic material, all of which contain nutrients  
21 and are subject to runoff. Further, each of these properties is fertilized, over-fertilized, irrigated, and/or  
22 over-irrigated, and subject to runoff from its property boundaries containing organic and inorganic  
23 nutrients, along with sediments, some of which also contain nutrients. Each Defendant has a duty to  
24 maintain its property in such a way as to avoid doing injury to others and has failed to do so. Each of  
25 the Third-Party Defendants has failed to act in a responsible manner, and by the duty required of  
26 landowners, and to restrict nutrients and runoff from its property, and from its upper property to the  
27 groundwater, such that nutrients and runoff have mobilized or drained into the Lake and/or Creek  
28 and/or into the groundwater and then to the Lake so as to harm others. Each of the Third-Party



1 Defendants has failed to install nutrient-absorbing buffers, biofilters, created swales, or taken other  
2 actions, to prevent nutrients from exiting its property and entering the Creek, groundwater, and/or  
3 Lake.

4 70. Each of the Third-Party Defendants' acts or omissions have negligently breached its  
5 duty of due care and caused, increased, worsened, or prolonged the alleged condition of nuisance,  
6 contamination, pollution, or any other alleged negative condition of the Lake, Creek, or any property  
7 owned by, or damages claimed by, CDC and/or the PADs.

8 71. CDC is now improperly suing Hollandia for damages or other remedies which are in  
9 excess of any conceivable responsibility Hollandia might have, which Hollandia asserts to be zero. The  
10 PADs also claim contribution and indemnity, et cetera, against Hollandia. To the extent Hollandia pays  
11 or becomes legally responsible for any damages or remedies claimed by CDC or any other party in this  
12 lawsuit, Hollandia seeks any damages and injunctive relief against Third-Party Defendants to which it  
13 may be entitled.

14 72. Hollandia, as a result of Third-Party Defendants' acts or omissions, seeks all available  
15 damages, costs, and attorneys' fees, and remedies against Third-Party Defendants.

16 WHEREFORE, Hollandia requests judgment that:

- 17 1) judgment be entered in favor of Hollandia herein;
- 18 2) Hollandia recovers damages according to proof;
- 19 3) that Hollandia recovers its attorneys' fees and costs, including but not limited to its  
20 response costs, according to proof;
- 21 4) injunctive relief be granted against Third-Party Defendants;
- 22 5) declaratory judgment that Hollandia is not responsible for CDC's claimed damages but  
23 that other Third-Party Defendants, Defendants, and Plaintiff are responsible; and
- 24 6) Hollandia be granted such other relief as this court deems just and proper.

25  
26 Dated: April 24, 2019

By: /s/ John H. Reaves  
John H. Reaves, Esq.  
Attorney for HOLLANDIA DAIRY, INC.