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*Exempt from Court Filing fees
Pursuant to Gov. Code § 6103*

11 Attorneys for Plaintiff North Yuba Water District

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF SUTTER**
14 **UNLIMITED JURISDICTION**

15 NORTH YUBA WATER DISTRICT,

16 Plaintiff,

17 vs.

18 SOUTH FEATHER WATER AND
19 POWER AGENCY, and DOES 1 through
20 10, inclusive,

21 Defendants.

Case No. CVCS21-0001857

**PLAINTIFF NORTH YUBA WATER
DISTRICT'S DEMAND FOR INSPECTION,
SET THREE TO DEFENDANT SOUTH
FEATHER WATER AND POWER AGENCY**

Complaint filed: June 17, 2021

22 PROPOUNDING PARTY: PLAINTIFF NORTH YUBA WATER DISTRICT

23 RESPONDING PARTY: DEFENDANT SOUTH FEATHER WATER AND POWER
24 AGENCY

25 SET NUMBER: THREE

26 Pursuant to Code of Civil Procedure section 2031.010 *et seq.*, Plaintiff North Yuba Water
27 District hereby demands that Defendant South Feather Water and Power Agency produce all of the
28 documents and things described herein in native form, that are in its actual or constructive
possession, custody, or control, and serve, for inspection, photocopying, and copying of any
electronic files, which will not permanently alter or destroy the items involved, on **April 9, 2024**, at
10:00 a.m., at the offices of Boutin Jones, Inc., 555 Capitol Mall, Suite 1500, Sacramento,

1 California 95814.

2 Propounding Party demands that the responsive documents and things be produced in a
3 standard eDiscovery load file which preserves all associated metadata or, where it is not possible to
4 produce via load file, documents and things should be produced in their native form.

5 Propounding Party further demands that Responding Party serve, within sixty (60) days from
6 the service of this Demand for Inspection, the original of the response required by Code of Civil
7 Procedure section 2031.210, et seq. Said response is to be signed under oath (verified).

8 **DEFINITIONS**

9 The following definitions are to be considered applicable with respect to each demand for
10 inspection contained herein:

11 1. "YOU," "YOUR," and "SFWPA" means and refers to defendant South Feather Water
12 and Power Agency, including its agents and employees.

13 2. "NYWD" means North Yuba Water District, formerly known as Yuba County Water
14 District, including its agents and employees.

15 3. "COMMUNICATION," whether in the singular or plural, refers to any discussion,
16 conversation, conference, meeting, or exchange of documents between or among persons (including
17 YOUR internal and external communications), whether in person, by telephone, text, sms, online,
18 through Facebook or other website or application, through email, or in any other medium, in writing
19 or otherwise, including without limitation "electronically stored information" as defined in Code of
20 Civil Procedure section 2016.020.

21 4. "DOCUMENT," whether in the singular or plural, refers to "writings" as defined in
22 California Evidence Code Section 250, and shall be construed in the broadest sense possible, and
23 shall include, but not be limited to, each and every form in which information is kept, however
24 produced, reproduced, or stored, in YOUR actual or constructive possession, custody or control,
25 including without limitation "electronically stored information" as defined in Code of Civil
26 Procedure section 2016.020.

27 5. "RELATE TO," "RELATES TO," "RELATED TO," and "RELATING TO" means
28 constituting, pertaining to, in connection with, reflecting, respecting, regarding, concerning,

1 referring to, based upon, stating, showing, evidencing, establishing, supporting, contradicting,
2 describing, recording, noting, embodying, memorializing, containing, mentioning, studying,
3 analyzing, discussing, specifying, identifying, or logically, factually, indirectly, directly, or in any
4 other way connected to the matter addressed, in whole or in part.

5 6. “2005 AGREEMENT” means the “Agreement between South Feather Water and
6 Power Agency and Yuba County Water District” and all amendments thereto.

7 7. “FERC” means the Federal Energy Regulatory Commission and any agent of FERC.

8 8. “SFPP” means the South Feather Power Project, FERC Project No. 2088.

9 9. “SFPP JOINT FACILITY,” whether in the singular or plural, means any SFPP
10 facility besides Sly Creek Powerhouse.

11 10. “JFOA” means the SFPP Joint Facilities Operating Account as described in Part IV
12 of the 2005 AGREEMENT, also referred to at times by the Parties as the Joint Facilities Operating
13 Fund.

14 11. “RESERVE ACCOUNT” means the “SFPP Contingent Reserve Account” described
15 in Paragraph IV.6 of the 2005 AGREEMENT.

16 12. “AUDITED FINANCIAL STATEMENTS” shall mean the annual audited financial
17 statements prepared for YOU by a third party auditor.

18 13. “GENERAL ACCOUNT” shall mean YOUR general fund.

19 14. “LEGACY FUND” means the “Legacy Fund” as referenced in YOUR AUDITED
20 FINANCIAL STATEMENTS.

21 **DEMANDS FOR INSPECTION**

22 **DEMAND NO. 79** Produce all DOCUMENTS identified in YOUR responses to the
23 accompanying Special Interrogatories, Set One propounded by NYWD.

24 **DEMAND NO. 80** Produce all DOCUMENTS and COMMUNICATIONS RELATED TO
25 YOUR calculations of the RESERVE ACCOUNT ending balance for fiscal years 2015 through
26 2023, including without limitation, detailed work papers, DOCUMENTS reflecting YOUR
27 calculations including input values for each period and references to YOUR AUDITED
28 FINANCIAL STATEMENTS supporting each calculation.

1 **DEMAND NO. 81** Produce all DOCUMENTS and COMMUNICATIONS RELATED TO
2 YOUR calculations of the Reserve Requirement for the RESERVE ACCOUNT for fiscal years 2018
3 through 2023, including without limitation, detailed work papers, DOCUMENTS reflecting YOUR
4 calculations including input values for each period and references to YOUR AUDITED
5 FINANCIAL STATEMENTS supporting each calculation.

6 **DEMAND NO. 82** Produce all DOCUMENTS and COMMUNICATIONS RELATED TO
7 YOUR calculations of Interest Income and Interest Earnings for the GENERAL ACCOUNT for
8 fiscal years 2015 through 2023.

9 **DEMAND NO. 83** Produce all DOCUMENTS and COMMUNICATIONS RELATED TO
10 YOUR calculations of Interest Income and Interest Earnings for the JFOA for fiscal years 2015
11 through 2023.

12 **DEMAND NO. 84** Produce all DOCUMENTS and COMMUNICATIONS RELATED TO
13 YOUR calculations of Interest Income and Interest Earnings for the RESERVE ACCOUNT for
14 fiscal years 2015 through 2023.

15 **DEMAND NO. 85** Produce all DOCUMENTS and COMMUNICATIONS RELATED TO
16 YOUR calculations of Interest Income and Interest Earnings not recorded within the JFOA or
17 RESERVE ACCOUNT for fiscal years 2015 through 2023.

18 **DEMAND NO. 86** Produce all DOCUMENTS and COMMUNICATIONS RELATED TO
19 YOUR payments for overhead made from the JFOA to the GENERAL ACCOUNT for fiscal years
20 2015 through 2023.

21 **DEMAND NO. 87** Produce all DOCUMENTS and COMMUNICATIONS RELATED TO the
22 South Feather Water and Power Agency 2016 Certificates of Participation, including without
23 limitation, all DOCUMENTS RELATED TO YOUR application for the Certificates and security
24 for the Certificates.

25 **DEMAND NO. 88** Produce all DOCUMENTS and COMMUNICATIONS RELATED TO any
26 vehicles or equipment purchased with JFOA funds that have been sold, transferred, donated, or
27 gifted, including without limitation, DOCUMENTS showing where sales proceeds of such assets
28 were deposited.

1 **DEMAND NO. 89** Produce all DOCUMENTS and COMMUNICATIONS RELATED TO any
2 vehicles or equipment purchased with RESERVE ACCOUNT funds that have been sold, transferred,
3 donated, or gifted, including without limitation, DOCUMENTS showing where sales proceeds of
4 such assets were deposited.

5 **DEMAND NO. 90** Produce all DOCUMENTS YOU submitted to FERC RELATED TO the
6 SFPP JOINT FACILITY for the time period January 1, 2015, through the date of YOUR response.

7 **DEMAND NO. 91** Produce all COMMUNICATIONS with FERC RELATED TO the SFPP
8 JOINT FACILITY for the time period January 1, 2015, through the date of YOUR response,
9 including without limitation deficiency certification letters and any other correspondence to and/or
10 from FERC.

11 **DEMAND NO. 92** Produce all DOCUMENTS RELATED TO any transfers or loans between the
12 JFOA and the GENERAL ACCOUNT, including without limitation, all DOCUMENTS RELATED
13 TO the purpose of such transfers or loans and which reflect whether or not loans were repaid in
14 whole or in part for the time period January 1, 2015, through the date of YOUR response.

15 **DEMAND NO. 93** Produce all DOCUMENTS RELATED TO any transfers or loans between the
16 JFOA and the LEGACY FUND, including without limitation, all DOCUMENTS RELATED TO
17 the purpose of such transfers or loans and which reflect whether or not loans were repaid in whole
18 or in part for the time period January 1, 2015, through the date of YOUR response.

19 **DEMAND NO. 94** Produce YOUR balance sheet for the fiscal years 2018 through 2023
20 presented in conformance with FERC's Uniform System of Accounts under 18 C.F.R. Part 101 for
21 each of YOUR funds, including without limitation, YOUR balances by FERC Account (for
22 reference, a balance sheet presented in conformance with the Uniform System of Accounts can be
23 found within FERC's Form 1, at pp. 110-113).

24 **DEMAND NO. 95** Produce YOUR Electric Plant in Service year-end balances for the fiscal years
25 2018 through 2023 presented in conformance with FERC's Uniform System of Accounts under 18
26 C.F.R. Part 101 for each of YOUR funds (for reference, standardized reporting for Electric Plant in
27 Service can be found within FERC's Form 1, at pp. 204-207).

28 **DEMAND NO. 96** Produce YOUR income statement for the fiscal years 2018 through 2023

1 presented in conformance with FERC’s Uniform System of Accounts under 18 C.F.R. Part 101 for
2 each of YOUR funds, including without limitation, YOUR activity by FERC Account (for reference,
3 an income statement presented in conformance with the Uniform System of Accounts can be found
4 within FERC’s Form 1, at pp. 114-117).

5 **DEMAND NO. 97** Produce a tabulation of YOUR Electric Operation and Maintenance Expenses
6 for fiscal years 2018 through 2023 presented in conformance with FERC’s Uniform System of
7 Accounts under 18 C.F.R. Part 101 for each of YOUR funds (for reference, standardized reporting
8 for Electric Operation and Maintenance Expenses can be found within FERC’s Form 1, at pp. 320-
9 323).

10 **DEMAND NO. 98** Produce all DOCUMENTS RELATED TO any settlement payment YOU
11 have received from Pacific Gas & Electric Company, including without limitation, all settlement
12 agreements, DOCUMENTS RELATED TO the case or dispute which gave rise to the settlement
13 payment, and DOCUMENTS evidencing the amount of the settlement payment.

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DATED: February 7, 2024

BOUTIN JONES INC.

By:  _____

Daniel S. Stouder
Eric C. Miller
Ian K. McGlone

Attorneys for Plaintiff North Yuba Water District

PROOF OF SERVICE
[CCP §1013, 1013a]

The undersigned declares:

I am employed in the County of Sacramento, State of California. I am over the age of 18 years and not a party to the within action; I am employed by Boutin Jones Inc., 555 Capitol Mall, Suite 1500, Sacramento, California 95814-4603.

On this date I served the foregoing document described as:

**PLAINTIFF NORTH YUBA WATER DISTRICT'S DEMAND FOR INSPECTION,
SET THREE TO DEFENDANT SOUTH FEATHER WATER AND POWER
AGENCY**

	by mail on all parties in said action by regular, first class United States mail, postage fully pre-paid, by placing a true copy thereof enclosed in a sealed envelope in a designated area for outgoing mail, addressed as set forth below.
	by personally delivering a true copy thereof, in accordance with Code of Civil Procedure § 1011, to the person(s) and at the address(es) set forth below.
	by overnight delivery on the following party(ies) in said action, in accordance with Code of Civil Procedure § 1013(c), by placing a true copy thereof enclosed in a sealed envelope, with delivery fees paid or provided for, and delivering that envelope to an overnight express service carrier as defined in Code of Civil Procedure § 1013(c).
X	by e-mail or electronic transmission on all parties in said action, I caused the document(s) to be sent to the person(s) at the e-mail address(es) listed.

addressed to the person(s) on whom it is to be served, whose name(s) and address(es) are listed below:

Dustin Cooper, Esq. MINASIAN, MEITH 1681 Bird Street P.O. Box 1679 Oroville, CA 95965-1679 Email: dcooper@minasianlaw.com cc: Jackson Minasian jminasian@minasianlaw.com Aidan Wallace AWallace@Minasianlaw.com Alicia Toohey atoohy@Minasianlaw.com ljanowski@minasianlaw.com dbeth@minasianlaw.com	<i>Attorneys for South Feather Water & Power Agency</i>
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED on February 7, 2024, at Sacramento, California.



Ricky Zapardiel