

1 **INTRODUCTION**

2 This case is about the total loss of vision in one eye arising from an injury
3 sustained on a charter fishing trip. In the summer of 2016, Mr. Bakkila and his son
4 were on a twenty-four passenger charter fishing trip off the coast of Ventura. An
5 adjacent passenger had his line stuck in kelp and improperly attempted to free it by
6 pulling his rod above his shoulder. This lasted for a period of 1-2 minutes until the
7 line eventually snapped/came free. As a result, a metal sinker on the line came
8 back to the boat at a high velocity. The sinker struck Mr. Bakkila directly in the
9 eye like a bullet. Mr. Bakkila’s globe exploded and he permanently lost all vision
10 in his right eye.

11 At the time of the injury, the passengers were left unsupervised and
12 unattended to for between 12-30 minutes. The captain was attempting to pull up
13 anchor to head to a different location. However, the anchor was stuck and all crew,
14 including both deckhands (tasked with supervising and safeguarding the
15 passengers) were at the bow of the boat trying to free the anchor. The passengers
16 remained in the stern of the boat fishing. As a result, there was no crew present to:
17 observe, recognize the danger, assist, intervene and stop the improper reeling in of
18 the line stuck in kelp.

19 The fishing trip was chartered through a marketing/chartering company. The
20 chartering company holds itself out as separate from the boat owners who are
21 purportedly independent contractors. The chartering company markets the fishing
22 trips as ideal for young children and people with zero fishing experience. The
23 charter company gives no warnings as to the risks and potential injuries associated
24 with these trips. It provides no advice as to safety equipment that should be worn
25 by the passengers.

26 The boat owner and captain had no formal safety rules or protocol. They had
27 no written guidelines for the deckhands to follow or formal safety training. No
28 “best practices” or safe fishing instruction were given to any of the passengers

1 prior to embarking on the trip. No guidance was given to the passengers, at any
2 time, on what to do if a line became stuck or how to reel in a line entangled in kelp.

3 Mr. Bakkila, a large piping project foreman (sewers, major piping projects,
4 underground infrastructure, etc.), is unable to return to work due to his impaired
5 vision and the associated dangers of his job. Mr. Bakkila is unable to drive. He
6 now has significant depth perception problems and difficulty handling household
7 chores such as climbing a ladder to change a lightbulb and traversing stairs, etc.
8 Mrs. Bakkila is now tasked with many of the daily living activities that Mr.
9 Bakkila used to be able to do. This includes driving which she must now do for
10 Mr. Bakkila when he needs to go anywhere.

11 Mr. and Mrs. Bakkila filed suit against the boat owner, the boat captain and
12 the charter fishing trip/marketing company. Mr. Bakkila is seeking to recover
13 damages for his injury. Mrs. Bakkila has brought a loss of consortium claim. The
14 claims are discussed in greater detail below.

15 **STATEMENT OF FACTS**

16 **A. The Parties Involved and the Business**

17 On July 28, 2016, Mr. Bakkila and his son boarded the Seabiscuit for a
18 chartered fishing trip organized, arranged and chartered through Channel Island
19 Sportsfishing Center (“CISCOS”). The Seabiscuit is a 55 foot passenger ship and
20 charter fishing vessel (U.S.C.G. ID #507630) that its owner, Bob Valney
21 (“Valney”), used, and uses, for chartered fishing trips arranged through CISCOS.

22 Valney is a former captain. However, prior to the incident, he surrendered
23 his captain’s license because the Coast Guard was seeking to suspend it after he
24 ran the Seabiscuit aground on Anacapa Island. At the time of the grounding, he
25 was running a charter fishing trip booked through CISCOS and caused injuries to
26 multiple passengers. Valney then hired John “J.J.” Fuqua (“Fuqua”) to serve as a
27 captain and continue to run charter fishing trips on the Seabiscuit since he was
28 unable to do so.

1 Fuqua was the captain on the day of Mr. Bakkila's injury. Valney and Fuqua
2 had a falling out after Valney accused Fuqua of falsifying records and logs. Fuqua
3 no longer captains the Seabiscuit for Valney.

4 CISCOS is a self-proclaimed "booking agent." CISCOS is owned and
5 operated by Doug and Liz Vernand ("Mr. Vernand" and "Mrs. Vernand"
6 respectively). Mr. Vernand has been in the sportfishing business his entire life. Mr.
7 Vernand had a captain's license from 1972 to approximately 2014 and used to run
8 charter fishing trips himself. The Vernands started running CISCOS in 2004 as a
9 concessionaire for Ventura County and took it over entirely in 2009 through an
10 exclusive lease. As such, they control the landing, boat slips, dock and bait shop
11 that comprises CISCOS at 4151 South Victoria Avenue, Oxnard, California.

12 CISCOS has several boats in its fleet. As of June 2018, it had eleven boats in
13 its fleet that it would charter fishing trips on. Two of the boats, the Pacific Islander
14 and Gentleman, were previously owned by the Vernands as recently as 2015. As
15 such, the Vernands have been intimately involved with both the booking and
16 running of charter fishing trips at CISCOS. They also have an elevated
17 appreciation of deep sea fishing and the intricacies of chartering and operating
18 such trips.

19 CISCOS is paid 15% by the boatowners in its fleet for all charter fishing
20 trips booked through CISCOS. CISCOS also generates significant revenue from
21 controlling the only physical store at the landing where its fleet is. From this store,
22 they sell licenses, gear, bait, ice, clothing, sundries and other items. They also rent
23 fishing equipment needed for the charters. CISCOS specifically targets the
24 customers who arrive at its location whom they bring in through its marketing
25 efforts.

26 CISCOS generates the majority of its business from its website and on-line
27 marketing efforts. Mrs. Vernand is intimately involved in the website content,
28 development and on-line marketing. She controls all content on the website.

1 Typically, a prospective customer books a chartered fishing trip directly through
2 CISCOS and all questions are answered by CISCOS employees or their website.

3 In other words, prospective customers get all their knowledge and
4 information about a fishing trip chartered by CISCOS exclusively from CISCOS.
5 Mr. Vernand testified that he does not provide any safety training or have any
6 safety discussions with any of his employees. Mr. Vernand further testified that all
7 his employees could answer differently when asked about the dangers of
8 sportfishing and past injuries on CISCOS' chartered fishing trips. According to Mr.
9 Vernand, these answers would vary based upon the extent of each employee's
10 knowledge.

11 Nowhere on its website, its marketing materials or in its physical store
12 location does CISCOS: 1) warn about the risk of injuries associated with
13 sportfishing; 2) disclose past injuries experienced by its passengers; 3) provide any
14 safety advice; 4) provide any safety warnings; 5) provide any information on what
15 safety equipment should be brought; or 6) accurately portray the dangers that one
16 can expect.

17 Indeed, the entire website and physical store location portrays the desired
18 theme—that the chartered fishing trips are fun for the whole family and
19 appropriate for small children and those with no experience. (See Pages from the
20 website attached as **Exhibit A** hereto). The website provides a list of what
21 passengers may want to bring—none of the items listed include any safety
22 equipment. (See list of what to bring attached as **Exhibit B** hereto). The website is
23 specifically crafted to generate the maximum passengers and revenue by
24 intentionally omitting known dangers inherent in sportfishing that may discourage
25 individuals from booking trips.

26 **B. The Decision to Charter with CISCOS and the Trip**

27 Prior to July 28, 2016, Mr. Bakkila and his son had planned on participating
28 in a chartered fishing trip for several years. Mr. Bakkila researched chartered

1 fishing trips off the coast of California and discovered CISCOS offering such trips.
2 Mr. Bakkila had only fished once on the ocean and had virtually no experience
3 with ocean fishing or fishing on a boat. Mr. Bakkila chose to use CISCOS because
4 it held itself out as a provider of chartered fishing trips for individuals of all levels
5 and ages. Specifically, CISCOS advertised that its chartered fishing trips were safe
6 for beginners, children and others who lacked significant experience fishing. This
7 suited Mr. Bakkila who did not have experience and he booked the chartered
8 fishing trip on the Seabiscuit through CISCOS.

9 Prior to going on the chartered fishing trip, Mr. Bakkila reviewed CISCOS’
10 website on multiple occasions. Nowhere on the website did it mention anything
11 regarding safety, the perils and hazards associated with fishing, or advise that
12 safety equipment, such as protective eyewear, was required, much less
13 recommended.

14 Mr. Bakkila never received any documents, emails or other writings from
15 anyone advising him of safety procedures, safety concerns or potential perils or
16 hazards associated with deep-sea fishing. Mr. Bakkila certainly did not receive any
17 notice of the potential for severe eye injuries and the need for protective eyewear
18 to protect against such injuries.

19 On July 28, 2016, Mr. Bakkila and his son arrived at CISCOS and boarded
20 the Seabiscuit with 22 other passengers. The Seabiscuit was captained by John
21 “J.J.” Fuqua. The crew consisted of two deckhands, Gavin Czach and Martin
22 Martinez, and one galley cook, James Feathers. Prior to embarking on the trip, a
23 short introduction was given to the passengers wherein Fuqua told them where
24 they would initially be going to fish and for what types of fish. Fuqua also pointed
25 out where the life preservers were as well as the lifeboat.

26 There was no discussion of anything safety related. There was no discussion
27 of any “best fishing practices” or “safe fishing practices.” There was certainly no
28

1 instruction on how to handle or reel in a line that was caught in kelp, seaweed or
2 otherwise entangled.

3 After embarking, Fuqua eventually stopped the boat in an area that had a
4 significant amount of seaweed and kelp. The passengers dropped their lines and
5 fished. Fuqua made the decision to move to a different spot and in doing so began
6 pulling up anchor. However, the anchor became stuck and entangled in kelp.
7 Both deckhands were then called by Fuqua to clear kelp from the anchor to try and
8 free it. They did so at the bow of the boat.

9 In doing so, the passengers were left fishing in the stern of the boat wholly
10 unsupervised. According to Fuqua, the passengers were left unsupervised for 12-13
11 minutes. According to deckhand Czach, the passengers were left unsupervised for
12 approximately 30 minutes.

13 During this time, a passenger that was fishing next to Mr. Bakkila had his
14 line become entangled in kelp. The passenger then began pulling his line up above
15 his shoulders as if he was reeling in a fish. The passenger was doing so in an
16 attempt to free the line from the kelp. This movement caused the line to come
17 under great tension.

18 This attempt to free the line was completely improper and unsafe. The
19 appropriate way to reel in a line stuck in kelp or seaweed is to drop the rod below
20 the hull of the boat or grab the line by hand below the hull of the boat and work on
21 freeing it. Fuqua testified that on six separate occasions that day, he saw six
22 different people reeling in their lines in an unsafe manner and intervened. Fuqua
23 also testified that in such a situation, the passenger can be shown how to do it
24 correctly or a deckhand can take over the rod and also cut the line if needed.

25 However, on this day, all crew abandoned the passengers while they worked
26 on freeing the anchor. As a result, the passenger next to Mr. Bakkila dangerously
27 reeled in his line for 1-2 minutes before it suddenly snapped or came free. When it
28

1 did, a sinker came back to the boat like a bullet. The sinker struck Mr. Bakkila
2 directly in his eye and immediately exploded his globe.

3 Mr. Bakkila was then attended to by another passenger who was a retired
4 fireman with EMT experience. The crew was unaware of Mr. Bakkila's injury until
5 they returned from the bow after working on freeing the anchor. When they
6 returned, they found Mr. Bakkila covered in blood, his eye bandaged and being
7 attended to by a passenger. (See photo of Bakkila injured on the boat on the day in
8 question attached as **Exhibit C**).

9 Upon learning about the injury, Fuqua called the U.S. Coast Guard, reported
10 the injury and described it as someone getting a hook in the eye. The Coast Guard
11 advised Fuqua to return to shore, which he did. It took the boat over one hour to
12 return to shore and upon arrival an ambulance was there to take Mr. Bakkila to the
13 emergency room.

14 **C. The Outcome of the Injury and the Effects on Mr. and Mrs. Bakkila**

15 Despite best efforts and multiple surgeries, Mr. Bakkila lost all vision in his
16 right eye. His right lens was surgically removed. His optical nerve was severely
17 damaged. Mr. Bakkila now receives monthly injections into his eye in an effort to
18 maintain appropriate pressure. He must also administer lubricating drops on a daily
19 basis.

20 The pressure in his eye is unstable and typically deviates from 1-4 PSI. His
21 treating ophthalmologist has advised that if his eye becomes painful he will need to
22 undergo an enucleation procedure aka the removal of the eye. ***There is the very***
23 ***real possibility that Mr. Bakkila will need this procedure and have his eye***
24 ***removed.*** Currently, Mr. Bakkila's eye is aesthetically compromised and
25 functionally destroyed. He has no vision in his right eye and is permanently blind
26 in it.

27 Mr. Bakkila has not been able to return to work because of his injury. Mr.
28 Bakkila was previously employed as a construction foreman and safety supervisor

1 on large piping and infrastructure projects involving heavy equipment and other
2 dangers. He would typically work underground on sewer and mining projects. He
3 earned \$70,000-\$80,000 per year doing this work. As a result of his limited vision,
4 the workplace is now unsafe for him as is any construction site where hazards are
5 present.

6 Mr. Bakkila has significant limitations as a result of his injury. He can no
7 longer drive safely and no longer does so. He has significant depth and perception
8 issues. He has difficulty walking down stairs or on any descending surface. He is
9 unable to use ladders or partake in any other task that requires accurate depth
10 perception and visual acuity.

11 Mrs. Bakkila is now tasked with many of the household chores that Mr.
12 Bakkila used to do. Mrs. Bakkila must now drive Mr. Bakkila wherever he needs
13 to go. Daily life for Mr. and Mrs. Bakkila has changed significantly and been
14 adapted to accommodate the blindness in Mr. Bakkila's eye.

15 Mr. Bakkila is no longer able to partake in many activities he used to enjoy.
16 He can no longer go target shooting or operate a firearm. This was previously one
17 of his hobbies. Mr. Bakkila is no longer able to hike as the descents are dangerous
18 with his compromised vision. Mr. Bakkila cannot even drive himself to the store or
19 around town to complete errands. He has lost all his independence.

20 In addition to the physical limitations, Mr. Bakkila has significant emotional
21 damages as a result of his injury. Mr. Bakkila has developed anxiety and is
22 constantly fearful that he will lose vision in his other eye and be left entirely blind.
23 His medical treaters have told him that the loss of sight in one eye can cause the
24 good eye to degrade. This medical condition is called sympathetic ophthalmia.

25 Mr. Bakkila also worries about an injury to his good eye. He believes his
26 reduced vision makes him more susceptible to another traumatic eye injury. These
27 fears, his anxiety, his loss of independence and his inability to enjoy life as he did
28 before, have left him unhappy and despondent.

1 **D. The Claims Asserted by Mr. and Mrs. Bakkila**

2 The action filed by the Bakkilas asserts claims against all defendants for:

3 1) negligence; 2) loss of consortium; 3) negligent misrepresentation and 4)
4 intentional misrepresentation. The negligence claim is based on: i) failing to
5 safeguard Mr. Bakkila from injury; ii) failing to reasonably instruct the passengers
6 so as to prevent injuries to others including Mr. Bakkila; iii) failing to adequately
7 staff the crew to prevent dangerous conditions and minimize perils to the
8 passengers including Mr. Bakkila; iv) failing to observe the passengers and
9 promptly cut the line that was under tension; v) failing to observe the passengers
10 and stop unsafe fishing practices; vi) failing to warn passengers, including Mr.
11 Bakkila, of the perils associated with the activity; vii) holding out that fishing with
12 Defendants was safe for all ages including beginners and novices; viii) failing to
13 require passengers, including Mr. Bakkila, to wear safety equipment including
14 protective eyewear; and ix) Failing to notify passengers, including Mr. Bakkila, to
15 bring safety equipment including protective eyewear.

16 The negligent misrepresentation claim is based on Defendants representation
17 that the chartered fishing trips were not dangerous and that significant injuries did
18 not occur. In addition, the negligent misrepresentation claim is based on the fact
19 that no threat of eye injury was disclosed or that safety equipment to protect
20 against such injury should be brought by the passengers.

21 The intentional misrepresentation claim is based on the fact that the
22 Defendants knew about the risk of serious injuries, the potential for serious
23 injuries, the past injuries already sustained on these trips and chose not to disclose
24 them to, or warn, prospective passengers. Specifically, all Defendants knew about
25 the risk of sinkers and hooks striking passengers in the body, eyes and face, and
26 did not disclose of those dangers. This decision was intentional and calculated
27 because Defendants did not want to discourage potential passengers from booking
28 trips.

1 **E. Testimony Of the Defendants Related to the Claims**

2 **i. Pertinent Testimony of CISCOS Owner Elizabeth Vernand**

3 Q. Okay. Is it fair to say that you're the person who has control of the
4 content on the website?

5 A. Yes.

6 **(Elizabeth Vernand Deposition Pg. 24:22-25).**

7 Q. ...you have a portion of your website that talks about, hey, it's great
8 to have your kids come fish, come out on our charter fishing trip with CISCOS
9 right?

10 A. Yes.

11 Q. Okay. So that's what I meant when I asked, it caters to families. It
12 does have that portion on the website; right?

13 A. Yes.

14 Q. Okay. And it also, as a website, advertises that you can have little to
15 no experience and go fishing on these charter fishing trips; correct?

16 A. Correct.

17 Q. And that's true, as far as you know; right?

18 A. Yes. ...

19 Q. Is it fair to say that nowhere on the website does it talk about the risk
20 of serious injuries occurring on these charter fishing trips?

21 A. It does not say that.

22 Q. Okay. You don't warn about serious injuries that could potentially
23 happen on the charter fishing trips on the site; right?

24 A. We do not.

25 Q. Okay. And you don't including that information in any of your
26 marketing materials; right?

27 A. We do not.

28 ///

1 Q. And if I was to go to CISCOS, there wouldn't be any signs around the
2 store that warn of these serious injuries that may occur; correct?

3 A. Correct.

4 **(Id. Pg. 30:11-32:15).**

5 Q. And nowhere on the website does it talk about wearing protective
6 eyewear; correct?

7 A. Does not.

8 Q. Okay. And nowhere on the website does it talk about wearing any
9 protective safety equipment; is that true?

10 A. That's true. ...

11 Q. We have an allegation in our lawsuit that CISCOS has intentionally
12 chosen not to put on information on its website that would lead consumers to know
13 that this could be something dangerous and you may be injured. Are you aware of
14 that?

15 A. Yes.

16 Q. Okay. Knowing that serious injuries have occurred on these charter
17 fishing trips, and when I say "serious" I mean the loss of vision in an eye, why
18 haven't you put anything on your website informing the public that you could
19 sustain a serious injury on these charter fishing trips?

20 MR. BUDDINGH: I'm going to object, it's irrelevant and it's beyond
21 the scope of discovery under Federal Rule 26, and I'm going to instruct the witness
22 not to answer.

23 **(Id. at Pg. 35:2- 36:2).**

24 Q. Okay. You intentionally don't publicize the past injuries that have
25 occurred on these charter fishing trips on your website. Isn't that true?

26 A. No.

27 Q. Okay. So it's just an oversight that they're not on there?

28 A. It's—yes.

1 Q. Okay. And even after knowing that the claims in this lawsuit have
2 allegations that you guys are purposefully doing this, you still haven't done
3 anything about it; right?

4 MR. BUDDINGH: Objection, irrelevant, beyond the scope of discovery
5 under FRCP 26. I'm going to instruct the witness not to answer. ...

6 Q. Can you direct me to anywhere on your website where you, as it
7 currently stands today, where you have any information for the public regarding
8 the past injuries that have occurred on CISCOS' charter fishing trips?

9 A. No.

10 Q. Okay. How about to any page on your website where you are warning
11 people about the dangers that can occur on these charter fishing trips?

12 A. No.

13 **(Id. Pg. 39:3- 40:5).**

14 Q. Is it true that there's no age limit for children to go on these charter
15 fishing trips?

16 A. That's true.

17 Q. ***Okay. Do you feel the need to warn parents and families of the risk***
18 ***of serious injuries that may occur on the charter fishing trips?***

19 A. ***I do not.***

20 Q. How would you feel if a little kid lost their eye resulting from the
21 same circumstances that Mr. Bakkila lost his eye?

22 MR. BUDDINGH: Objection, irrelevant, beyond the scope of Rule 26,
23 beyond the scope of the deposition notice. I'm going to instruct the witness not to
24 answer.

25 Q. As far as your charter fishing trips go, when someone books through
26 CISCOS and they're using your site as the main contact, is that fair to say, they can
27 do that online?

28 A. Yes.

1 Q. Okay. And when they do it that way, they're not relying on boat
2 captains to get information, they're relying on what's on the website or what your
3 employees tell them; right?

4 A. Correct.

5 **(Id. at Pg. 42:25-43:24).**

6 Q. Looks like you guys have a disclaimer page on the website.

7 A. Yes.

8 Q. Okay. You're familiar with what page I'm talking about; right?

9 A. Yes.

10 Q. And you know what content is on there; right?

11 A. I believe so. Yes.

12 Q. And you—

13 A. It's been awhile.

14 Q. And you're responsible for putting that content on there?

15 A. Yes.

16 Q. Okay. Did you ever consider putting on that disclaimer, "Sportfishing
17 can be a dangerous activity where serious injuries could occur," so that the public
18 who are looking at your website who are relying upon it will have that knowledge
19 that this could be dangerous?

20 A. Have I ever thought of that?

21 Q. Did you consider doing that, when you put together that disclaimer
22 page?

23 A. I did not.

24 Q. Why not?

25 A. I did not feel—I—Honestly, it never occurred to me.

26 Q. Okay. Do you believe that sportfishing is dangerous?

27 MR. BUDDINGH: Objection, asked and answered.

28 MR. PICCUTA: I don't think she answered.

1 Q. Did you—did you answer that?

2 A. I did not.

3 Q. Okay. Can you answer it?

4 A. If I think sportfishing is dangerous?

5 Q. Yes.

6 A. I—It—I don't know how to answer that. I mean, yes and no.

7 Q. Okay. Can it be dangerous?

8 A. I suppose it can be.

9 Q. Can people get injured sportfishing?

10 A. Yes.

11 Q. Why don't you warn of that on your website?

12 MR. BUDDINGH: Objection, irrelevant, not calculated to lead to
13 discovery of evidence within the scope of FRCP Rule 26. I'm going to instruct the
14 witness not to answer.

15 MR. PICCUTA: You can mark it.

16 Q. Isn't it true that you don't warn people about the risk associated with
17 sportfishing on your website, either now or back in 2016 when Mr. Bakkila's eye
18 injury occurred, because you don't want to—prevent them from booking a trip
19 with you?

20 MR. BUDDINGH: Objection, vague and ambiguous, argumentative,
21 compound.

22 MR. PICCUTA: You can answer that question.

23 A. Please repeat that.

24 Q. Yeah. Isn't it true that you don't warn people of the dangers
25 associated with sportfishing on your website because you don't want to inform
26 them about it, because you're afraid that there's going to be less passengers
27 booking tickets for your charter fishing trips?

28 A. That is not true.

1 Q. Okay. So, what's the reason?

2 A. It never crossed my mind to do that.

3 Q. Has it crossed your mind since the time that I filed this lawsuit?

4 MR. BUDDINGH: Objection, irrelevant. It's beyond the scope of
5 discovery under FRCP Rule 26 and I'm going to instruct the witness not to answer.

6 MR. PICCUTA: You can mark it.

7 **(Id. at Pg. 44:12-47:12).**

8 Q. –What's your best estimate of the number of pages in your website?

9 A. A hundred? I don't know. I mean, I have never even—I don't know.

10 Q. Okay.

11 A. I don't—I don't know.

12 Q. Your best estimate would be a hundred or so?

13 A. A hundred or so, maybe.

14 Q. ***Okay. And is it also fair to say of those hundred pages, you don't***
15 ***have a single page discussing safety.***

16 A. ***We do not.***

17 **(Id. at Pg. 62:4-16).**

18 **ii. Pertinent Testimony of CISCOS Owner Douglas Vernand**

19 Q. Do you discuss with them what to do if someone asks “Are these
20 charter fishing trips dangerous?”, do you ever have that conversation, what they
21 should say?

22 A. No. ...

23 Q. Okay. If someone was to ask, “Hey, have people been injured on these
24 charter fishing trips before?”, your employees could potentially all answer
25 differently right?

26 A. According to their knowledge, yes.

27 Q. Okay. Do you train your employees on any of the dangers or injuries
28 that occur on these charter fishing boats?

1 A. No.

2 Q. Do you tell your employees about these injuries that people sustain on
3 these charter fishing boats?

4 A. Not that I recall.

5 Q. Okay. Do all your employees know about this incident where the
6 person has lost—where Mr. Bakkila lost vision in his eye?

7 A. I don't know.

8 **(Douglas Vernand Deposition Pg. 55:20-57:1).**

9 Q. Do you believe that sportfishing on the open ocean has inherent
10 dangers?

11 A. I believe it's possible for things to happen. Yes.

12 Q. For injuries to occur; right?

13 A. Possibly, yes.

14 **(Id. at Pg. 40:21-41:3).**

15 Q. . . .one of the theories is you guys have some kind of duty or
16 responsibility to let everyone in the public know, who you're trying to sell these
17 fishing charters to, that there are dangers and risks associated with them that you
18 know about...***Do you believe you have some responsibility there?***

19 A. ***I don't believe so.***

20 **(Id. Pg. 35:9-24).**

21 Q. Do you ever think about any of the safety issues related to charter
22 fishing boats for which CISCOS books tickets for?

23 A. No, not so far as what our job is.

24 Q. Okay and when you say, "not so far as what our job is," can you
25 explain that answer?

26 A. In other words, to—all we do is sell the tickets for the boat for the
27 people to go out to the fishing grounds.

28

1 Q. Okay. The last time you went on the website, was there anything on
2 there advising people about wearing safety equipment.

3 A. No.

4 Q. Was there anything on there advising people about the risk of catching
5 a hook?

6 A. No.

7 Q. Was there anything on there advising people about past incidents
8 where the boats have crashed and caused injury?

9 A. No.

10 Q. Okay. Why not

11 MR. BUDDINGH: Objection, not calculated to—its beyond the scope
12 of discovery.

13 MR. PICCUTA: You can answer. ...

14 MR. BUDDINGH: I'm going to instruct him not to answer.

15 MR. PICCUTA: What's the basis for that?

16 MR. BUDDINGH: Because it's not relevant.

17 **(Id. at Pg. 61:20-62:23).**

18 Q. ***Does CISCOS currently notify passenger about the potential for***
19 ***injuries on the boat, including eye injuries?***

20 A. ***No.***

21 Q. Why not?

22 MR. BUDDINGH: Objection, irrelevant, beyond the scope of
23 discovery under FRCP Rule 26. I'm going to instruct the witness not to answer.

24 MR. PICCUTA: You are aware we have a claim for intentional
25 misrepresentation.

26 MR. BUDDINGH: Yes, intentional misrepresentation.

27 MR. PICCUTA: Are you going to stand on that objection?

28 MR. BUDDINGH: Yes.

1 **(Id. at Pg. 87:2-16).**

2 **iii. Pertinent Testimony of Seabiscuit Owner Robert Valney**

3 Q. Okay. So there's no written guidelines or procedure that you have
4 about anything that the deckhands are supposed to do; correct?

5 A. Correct.

6 **(Deposition of Robert Valney Pg. 64:8-11).**

7 Q. And you don't require any certain safety equipment when individuals
8 come on your boat; is that fair?

9 A. We don't require anything. We do make recommendations.

10 Q. And clearly, as of the date of the incident, you didn't require any of
11 these passengers to wear protective eyewear; correct?

12 A. No.

13 Q. And neither did CISCOS, as far as you know, right?

14 A. As far as I know, no.

15 Q. Okay. And then after the date of the incident, where Mr. Bakkila
16 suffered this serious eye injury, did you require any of your passengers to wear
17 protective eyewear.

18 A. No.

19 **(Id. at Pg. 74:15-75:21).**

20 Q. Okay. It's fair to say that you know now if someone has their line
21 stuck in kelp and is pulling it back improperly, it can result in serious injury, right?

22 A. Yes.

23 Q. Because a serious injury from that exact circumstance happened to
24 Mr. Bakkila; right?

25 A. Yes.

26 Q. Why don't you now address it with your passengers prior to going out
27 on a fishing charter what to do in that situation?

28

1 MR. BUDDINGH: Objection, irrelevant, beyond the scope of FRCP
2 Rule 26. I'm going to instruct the witness not to answer.

3 Q. You have kids on your boat; right?

4 A. Occasionally.

5 Q. Small children?

6 A. Occasionally.

7 Q. Okay, you have kids sometimes as young as 9 or 10 on the boat;
8 right?

9 A. Occasionally, yes. ...

10 Q. You never required any passengers to wear protective eyewear; is that
11 fair?

12 A. Yes.

13 Q. Did you ever warn any of your passengers about the risk of serious
14 eye injury—

15 A. No.

16 Q. —at any time? No? *Did you ever warn any of your passengers of the risk*
17 *of serious injuries at all, whether it be to the eye or not?*

18 A. *No.*

19 *(Id. at Pg. 86:19-88:7).*

20 Q. *Okay. For example, there's no rule with respect to the deckhands, as*
21 *far as leaving passengers who are fishing unattended. Is that true?*

22 A. *That's true.*

23 Q. Okay. And there was no rule like that back in 2016; right?

24 A. That's true.

25 *(Id. at Pg. 88:22-89:4).*

26 Q. But you would agree that there—there are dangers associated with
27 deep sea fishing in general; is that fair?

28 ///

1 A. There is risk, yeah. I don't know if you'd call it dangerous, but,
2 there's risk?

3 Q. Okay. And one of those risks is injury; right?

4 A. Yes.

5 Q. We know that—

6 A. Yeah.

7 Q. --because people have been injured.

8 A. Yes.

9 Q. You have seen situations where lines have broken or been freed from
10 entanglement and came back and hit the boat; correct?

11 A. Yes.

12 Q. You've seen those same lines come back and sinkers on them come
13 back to the boat, whether or not they hit a passenger on the boat; right?

14 A. Yes. ...

15 Q. Have you ever been hit by anything coming back to the boat?

16 A. Yes.

17 Q. Okay. What was it?

18 A. It was a jig that tore out of a fish's mouth when the fish was coming
19 up close to the boat.

20 Q. Okay. And came back and hit you?

21 A. Yeah.

22 Q. Where did it hit you?

23 A. Right in the shoulder.

24 Q. Were you injured at all?

25 A. The hook went into my shoulder. I had to pull it out.

26 Q. Okay. So, you've seen that happen to other people, other than
27 yourself, in your long history of fishing; true?

28 A. Yes.

1 Q. Okay. You've seen lines come free and come back and hook
2 someone; right?

3 A. Yes.

4 Q. *You've seen lines come back and the sinker on those lines hit*
5 *people; correct?*

6 A. *Yes.*

7 *(Id. at Pg. 99:11-101:10).*

8 **iv. Pertinent Testimony of Seabiscuit Captain John "J.J." Fuqua**

9 Q. So, is it fair to say that when you're first captain, you're ultimately
10 responsible for the safety of your passengers and crew?

11 A. Not the safety, just the wellbeing. Meaning, putting them on fish,
12 making sure they're rigged up, and then they throw bait depending on what we're
13 doing, and just help them out with their fish, and bag fish and process fish on the
14 way in and clean the boat.

15 Q. Okay. Well, is there anyone above you on a boat when you're first
16 captain?

17 A. No, sir.

18 Q. Okay. So, then, ultimately, who is responsible for the safety of the
19 people on the boat?

20 A. Everybody needs to be responsible for their own safety on the boat.

21 Q. *Okay. So, as far as your—your position is you're not responsible for*
22 *anyone else's safety but yours?*

23 A. *I am just responsible for my safety and the safety of my equipment*
24 *on the boat.*

25 Q. Okay. All right. How about your crew; are you responsible for the
26 safety of your crew?

27 A. My crew is responsible for their own safety.

28 Q. Is that something you were taught?

1 A. Yes, sir.

2 Q. Who taught you that?

3 A. My father.

4 Q. Everyone—every man for themselves, essentially, on the boat; right?

5 A. Well, not necessarily. We point out unsafe practices and they just

6 show them how to, you know, not make that practice unsafe.

7 Q. Okay. So, when I'm driving a car, I consider myself responsible for

8 the safety of my passengers. Is that not the same thing when you're on a boat?

9 A. It can be, but it all depends on your definition of safety.

10 Q. Okay. Well, when I refer to "safety," I mean making sure people are

11 safe from harm. That's my definition.

12 A. Well, we make sure people are safe from harm by maintaining our

13 equipment and maintaining proper nonskid on the vessel.

14 Q. Okay.

15 A. So that way nobody can slip.

16 Q. How about making sure that passengers on the boat aren't doing

17 something unsafe when they're fishing that can harm someone else?

18 A. If we see it, we do point it out. That way they can correct themselves

19 in that situation.

20 Q. Right. So, when you go out on the boats, do you know anything about

21 the fishing experience of the passengers?

22 A. No, sir.

23 Q. *So, essentially, you run charters with passengers who you have no*

24 *idea what they're doing; right?*

25 A. *Yes.*

26 Q. And do you have a responsibility or does your crew have a

27 responsibility either—

28 MR. BUDDINGH: Objection. Are you done? I'm sorry.

1 MR. PICCUTA: That's fine. Let me ask it—I'll start again.

2 Q. *Do either you or your crew have a responsibility to make sure that*
3 *the passengers are acting safely and appropriately when on one of these fishing*
4 *charters?*

5 MR. BUDDINGH: Objection, vague and ambiguous, compound.

6 BY MR. PICCUTA:

7 Q. *You can answer.*

8 A. *I don't feel like answering.*

9 Q. *You won't answer that one?*

10 A. *I don't want to answer that question.*

11 **(John Fuqua Deposition Pg. 17:24-21:5).**

12 Q. Bob said you guys didn't have any, like, formal safety guidelines or
13 written rules on safety that you would give the deck mates. Is that true?

14 A. Yes, sir. ...

15 Q. Okay. Did Bob, as far as you know, ever do any safety training with
16 the deckhands or anything like that?

17 A. No, sir.

18 Q. And you never did that either; right?

19 A. We just went over general safety.

20 Q. Right. Because some of the general stuff is, like, what would that be.

21 A. Man overboard drills, fire drills.

22 Q. I believe that Bob said you guys never really went over how to fish or
23 best fish with any of the passengers at the briefing prior to going out. Is that true?

24 A. Not at the briefing, no.

25 **(Id. Pg. 34:24-35:22).**

26 Q. Have you ever seen anyone other than Mr. Bakkila get hit with a hook
27 or a sinker from a line coming back at the boat?

28 A. Just my dad.

1 Q. Yeah. Where was he hit?
2 A. Right in the side of the arm.
3 Q. Okay. With what, a hook or a sinker?
4 A. Hook.
5 Q. Did it get stuck?
6 A. No, sir.
7 Q. And then how about a situation where you see hooks and sinkers
8 come back and hit the side of the boat. Have you seen that before?
9 A. A lot.
10 Q. Yeah. And that can be from, what, any time a—a hook is under
11 tension and gets freed up.
12 A. Yes, sir.
13 Q. So, it can be on seaweed or on fish; right?
14 A. Yes, sir.
15 Q. Bob testified that it wasn't uncommon for people's lines to get stuck
16 in seaweed or kelp. Is that true?
17 A. That's true.
18 **(Id. at Pg. 39:23-40:20).**
19 Q. And do you know where the crew was at the time that Mr. Bakkila
20 was struck in the eye?
21 A. Clearing kelp off the anchor.
22 Q. Okay. And they would do that from the bow; right?
23 A. Yes, sir.
24 Q. And do you know if both deckhands—deck mates were on the bow at
25 that time?
26 A. They both were up at the bow.
27 ///
28 ///

1 Q. *Okay. So, at that point, if they were both at the bow and you were in*
2 *the tower and Mr. Feathers was in the galley, is it fair to say there was no one*
3 *around the passengers on the back part of the boat where the incident occurred?*

4 A. *Yes, sir.*

5 Q. Do you remember how many passengers were on the boat that day?

6 A. Approximately 24.

7 Q. Was that the max?

8 A. Yes, sir.

9 **(Id. at Pg. 42:25-46:19).**

10 Q. Okay. What is the protocol for your deckhands if they see someone
11 who has their line stuck in kelp?

12 A. We direct them to point their rod tip straight down toward the water.
13 That way, if the line comes free, it comes in back and chips the paint instead of
14 hurting somebody.

15 Q. Okay. So, there's a safe way of doing it; right?

16 A. Yes, sir.

17 Q. Does the deckhand also have the ability to cut the line if they need to?

18 A. Yes, sir.

19 Q. Does the deckhand have the ability to take the pole from the passenger
20 to show them how to do it safely?

21 A. Yes, sir.

22 **(Id. at Pg. 44:23-45:14).**

23 Q. How long does it normally take you to pull up the anchor?

24 A. On average, two to three minutes, in the depth were in....

25 Q. And because the anchor was caught in seaweed, how much longer did
26 it take you to reel in your anchor that day?

27 A. An extra 10 minutes. ...

28 ///

1 Q. *Is it fair to say that the passengers on the backside of the boat were*
2 *going unsupervised for about 12-13 minutes?*

3 A. *Yes, sir.*

4 **(Id. at Pg. 47:23-49:15).**

5 Q. All right. So, as far as required safety equipment goes, Bob testified
6 that there is none. Would you agree with that?

7 A. I would agree with that.

8 Q. He says that there's recommendations made by you guys.

9 A. Yes.

10 Q. For example, he testified that if you have soft sole or slick shoes, like
11 flip-flops, you guys would recommend to change shoes. Right?

12 A. Yes, sir.

13 Q. He said that—I believe he said that there never was a recommendation
14 to wear protective eyewear. Is that also true?

15 A. Yes, sir.

16 Q. Do you guys have protective eyewear for people on the boat if they
17 want to wear it?

18 A. No, sir.

19 **(Id. at Pg. 50:4-21).**

20 Q. And is it also fair to say that prior to passengers going out on the
21 Seabiscuit back in 2016, you guys never warned them about the risk of eye injury?

22 A. Yes, sir.

23 Q. Okay. And you never warned them about the risk of catching a hook,
24 did you?

25 A. No, sir.

26 Q. It's also true that none of your crew was required to tell them about
27 those risks; right?

28 A. Yes.

1 Q. Yes, that's true?

2 A. Yes, that's true.

3 **(Id. at Pg. 58:14-59:1).**

4 Q. After the incident happened, when was the next time you ran a charter
5 following the incident?

6 A. The next morning.

7 Q. The next morning you guys went out?

8 A. Yes.

9 Q. Did you tell the passengers the next morning about the incident that
10 happened the previous day?

11 A. No, sir.

12 Q. Did you tell the passengers the next morning about what to do if they
13 had their line stuck in kelp prior to going out?

14 A. No, sir.

15 Q. Did you warn the passengers the following day about the risk of eye
16 injury?

17 A. No, sir.

18 **(Id. at Pg. 77:13-78:3).**

19 Q. *Did [Valney] have any rules with respect to trying to keep*
20 *passengers safe?*

21 A. *No, Sir.*

22 **(Id. at Pg. 80:7-9).**

23 **LIABILITY AND DAMAGES**

24 The testimony and facts of this case show that the Defendants not only acted
25 negligently, but actually were reckless in how they ran their charter fishing
26 business and charter fishing trips. Their decisions not to divulge the known dangers
27 and risks associated with sportfishing and their charter fishing trips was
28 intentional. The decisions of Valney and Fuqua to have no safety rules, regulations

1 for the deckhands or safety instruction for the passengers is unbelievable. Equally
2 unbelievable, is that CISCOS and Valney, to this day, do nothing to warn
3 passengers of the risk of injury on the charter fishing trips. No suggestions are
4 made to passengers to wear protective eyewear much less disclose that the
5 potential for serious eye injury may occur and has occurred in the past.

6 No argument can be made by CISCOS that they are not culpable. CISCOS
7 attempts to isolate itself from the acts of the boatowners for which it charters trips
8 by claiming it is the mere “booking agent.” However, CISCOS acts as the
9 exclusive middleman and source of information in procuring passengers for its
10 trips.

11 Further, no argument can be made that Defendants did not know that
12 sportfishing was inherently dangerous. Defendants cannot argue that they did not
13 appreciate the dangers associated with sinkers and hooks projecting back toward
14 the boat and striking passengers. Defendants cannot argue that they did not
15 appreciate the potential for serious eye injuries or that they did not realize they had
16 a responsibility to warn unsuspecting passengers of these risks.

17 With respect to damages, the loss of vision in one eye dictates significant
18 non-economic damages. To understand what non-economic damages may be
19 appropriate, one need only cover his eye for a few hours and imagine what life
20 would be like living half-blind. Try your typical morning commute, walking
21 downstairs, crossing the street in a busy intersection area or navigating your way
22 through a crowd.

23 Indeed, the settlement and verdict results for the loss of vision in an eye are
24 significant. The most recent California result was a 2017 jury verdict in San Diego
25 County Superior Court. In that case, a 41 year old woman was awarded 6.5 Million
26 dollars in non-economic damages *alone* for the loss of vision in one eye. The case
27 is entitled *Lopez v. Here We Go, Inc. XL, Et Al.*

28 ///

1 Other reported results have similarly large non-economic damages
2 components. In addition, Mr. Bakkila has significant economic damages due to his
3 loss of income and continued medical treatment. Further, the need for future
4 surgery must be accounted for and considered. Finally, Mrs. Bakkila's claim for
5 loss of consortium must be determined independently. Mrs. Bakkila's claim
6 should not, and will not, be discounted because the injury to her husband has
7 impacted her tremendously.

8
9 Dated: November 12, 2018

PICCUTA LAW GROUP, LLP

10 /s/ C.T. Picuta

11 Charles Tony Piccuta

12 Attorneys for Plaintiffs,

13 ROY BAKKILA and KARRIE
14 BAKKILA
15
16
17
18
19
20
21
22
23
24
25
26
27
28



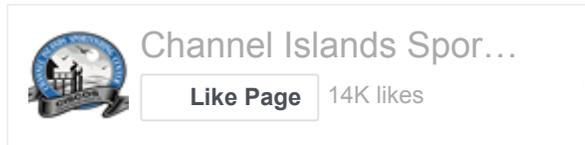
Channel Islands
SPORTFISHING

BOOK NOW

(tel:+1-805-382-1612)

Half Day Fishing Trips

Whether you're a novice or experienced angler, a 1/2 day trip has something for everyone. In general these trips are recommended for those with kids or considered very novice. But with that said they are a relaxing way for even an experienced angler to enjoy a day on the water. Even though the trip is called a 1/2 day you still get plenty of time to fish. Travel time can be between 1 to 2 hours each way, so fishing time is approximately 4 hours. The Speed Twin (<http://www.channelislandssportfishing.com/speed-twin-sportfishing>) is a large catamaran with an extra-large galley and ample seating inside and out. They depart daily at 8am and return in the afternoon at approximately 4pm. These trips can fish either the local islands or coast depending on the bite. Usually during the early spring and winter we fish rockfish and other bottom species. During the late spring and summer months rockfish may still be on the menu but the potential to catch Barracuda, Sand Bass, Calico Bass and other top water species is likely. No matter your level of experience a 1/2 day fishing trip is an excellent choice.



Channel Islands Spor...
Like Page 14K likes

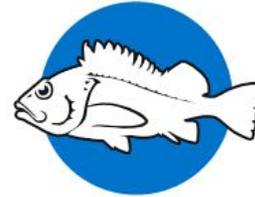


<http://www.channelislandssportfishing.com/half-day-trip>



Book Now

(/schedule)



Fish Counts

(/fish-counts)



Boats

(/fleet)



What to Bring

(/what-to-bring)

(/fleet)



What to Expect

(/what-to-expect)



Testimonials

(/testimonials)

- Fish Counts (/fish-counts)
- Book Now (/schedule)
- Boats (/fleet)
- Fishing (/deep-sea-fishing)
- Luxury Cruises (/bella-luna-charter)
- Whales (/whale-watching)

- Fish Reports (/blog/category/Fish+Reports)
- Live Bait (/live-bait-info)
- Fishing Licenses (/fishing-license-and-regulations)
- Pricing (/deep-sea-fishing-prices)
- Photo Gallery (/pictures-videos)
- Newsletter Sign Up (/newsletter-sign-up)

- Contact Us (/contact-us-directions)
- Directions (/contact-us-directions)
- Cancellation Policy (/cancellation-policy)
- Privacy Policy (/privacy-policy)
- Disclaimer (/disclaimer)
- About Us (/about-us)

 (<http://instagram.com/cisportfishing>) 

(<https://www.youtube.com/user/CIsportfishing>)

 (<https://www.facebook.com/CISportfishing>)

 ([https://www.google.com/url?](https://www.google.com/url?url=https://plus.google.com/10074377017575387YKoDA&ved=0CDIQwh8wAA&usg=AFQjCNFTc7cz)

[url=https://plus.google.com/10074377017575387](https://plus.google.com/10074377017575387YKoDA&ved=0CDIQwh8wAA&usg=AFQjCNFTc7cz)

[YKoDA&ved=0CDIQwh8wAA&usg=AFQjCNFTc7cz](https://plus.google.com/10074377017575387YKoDA&ved=0CDIQwh8wAA&usg=AFQjCNFTc7cz)

 (<http://www.pinterest.com/cisportfishing/>)

 (<https://twitter.com/CISportfishing>)

Channel Islands Sportfishing Center • 4151 Victoria Ave. • Oxnard, CA 93035

(805) 382-1612 (tel:+1-805-382-1612)

Serving Oxnard, Ventura, Santa Barbara, Los Angeles, Bakersfield, Fillmore, Westlake, Camarillo.

All boats in the Channel Islands Sportfishing fleet are independently, privately owned and operated.



(<http://www.thefinalcode.com/>)



Take Your Kids Fishing

Get the kids outside - Take your kids fishing. We love to encourage kids to go fishing with Channel Islands Sportfishing. Children of all ages can learn to fish. Kids these days seem to spend more time on their devices than being outside. Getting out of the house, into the fresh air, and communing with nature has a great, calming effect for you and for your kids.

Teach the kids where their food comes from - Fishing helps teach kids where our food really comes from. It also opens their world to try new foods and learn about broadening their taste palate and learn about healthier ways to eat. The act of catching, preparing and cooking fish for their own meal gives them a big sense of accomplishment, too!



Kids Ride Free Days

**on the
Gentleman (<http://www.channelislandssportfishing.com/gentleman-sportfishing>)**

(1 child - 15 & under per each full paid adult)

Not available every day. See details below.

Winter/Spring

Sundays Only

September 17 - December 31, 2017

Summer

Fridays Only

June 23 - September 1, 2017

(We offer a Jr. discount on most every trip type)

Click the **BOOK NOW button for scheduled specials.**



Book Now

(<https://ciscos.fishingreservations.net/sales/>)

ALWAYS check trip schedule (<https://ciscos.fishingreservations.net/sales/>) for details and available dates.

Great day on the Gentleman fishing with my son
(</blog/view/1368/great-day-on-the-gentleman-fishing-with-my-son>)

by Channel Islands Sportfishing Staff

April 14th, 2016



(/blog/view/1368/great-day-on-the-gentleman-fishing-with-my-son)
Taking your kids fishing is a very rewarding and bonding activity.

[Read More \(/blog/view/1368/great-day-on-the-gentleman-fishing-with-my-son\)](/blog/view/1368/great-day-on-the-gentleman-fishing-with-my-son)

Read all articles in [Kids \(/blog/category/Kids\)](/blog/category/Kids) , [Gentleman Sportfishing \(/blog/category/Gentleman%20Sportfishing\)](/blog/category/Gentleman%20Sportfishing) , [What People Are Saying \(/blog/category/What%20People%20Are%20Saying\)](/blog/category/What%20People%20Are%20Saying)

Read all tagged: [Take a Kid Fishing \(/blog/tag/Take%20a%20Kid%20Fishing\)](/blog/tag/Take%20a%20Kid%20Fishing) , [Fishing \(/blog/tag/Fishing\)](/blog/tag/Fishing) , [Kids Fishing \(/blog/tag/Kids%20Fishing\)](/blog/tag/Kids%20Fishing)





Book Now

(/schedule)



Fish Counts

(/fish-counts)



Boats

(/fleet)



What to Bring

(/what-to-bring)

(/fleet)



What to Expect

(/what-to-expect)



Testimonials

(/testimonials)

- Fish Counts (/fish-counts)
- Book Now (/schedule)
- Boats (/fleet)
- Fishing (/deep-sea-fishing)
- Luxury Cruises (/bella-luna-charter)
- Whales (/whale-watching)

- Fish Reports (/blog/category/Fish+Reports)
- Live Bait (/live-bait-info)
- Fishing Licenses (/fishing-license-and-regulations)
- Pricing (/deep-sea-fishing-prices)
- Photo Gallery (/pictures-videos)
- Newsletter Sign Up (/newsletter-sign-up)

- Contact Us (/contact-us-directions)
- Directions (/contact-us-directions)
- Cancellation Policy (/cancellation-policy)
- Privacy Policy (/privacy-policy)
- Disclaimer (/disclaimer)
- About Us (/about-us)



Channel Islands
SPORTFISHING

BOOK NOW

(tel:+1-
805-382-
1612)

Enjoy the Best Deep Sea Fishing in California at Channel Islands Sportfishing

Whether you are new to deep sea fishing in the Channel Islands or a long time California deep sea fishing enthusiast, Channel Islands Sportfishing is the place to go to get unplugged from a busy life and hook up to an incredible fishing experience.

No matter your age or level of experience, Channel Islands Sportfishing offers benefits that keep you the number one the priority. If you are thinking about booking a fishing charter, here are some of the top reasons competitive anglers choose from the Channel Islands Sportfishing fleet.

- **Expertise.** Our knowledgeable Captains and crew have years of experience fishing the Channel Islands and provide encyclopedic knowledge of hot spots and what lures will attract which fish. We even hold the 2011 World Record Halibut, 2014 World Record Halibut, Jr division and a World Record White Sea Bass caught from three of our Channel Island charters!
- **Instruction.** More than just getting you to where the fish are biting, our Captains and crew are always ready to help provide instruction so even the most novice angler finds the trip valuable and exciting.
- **Vessels.** Channel Islands Sportfishing offers one of the most extensive fleets on the California coast. Our vessels offer a vast array of features and amenities and many with a full galley and bunks. Whether you want a boat with plenty of room to kick back, or one that can accommodate large groups, we have the perfect vessel for your fishing excursion.
- **Tackle Shop.** We are about the angler and strive to provide everything you'll need for a productive trip. That's why we offer a full line **tackle shop** (<http://www.channelislandssportfishing.com/bait-and-tackle-shop>) for your convenience. We carry a full line of of the newest gear at always competitive pricing.



<http://www.channelislandssportfishing.com/deep-sea-fishing>

1/5



Channel Islands
SPORTFISHING

BOOK NOW

**(tel:+1-
805-382-
1612)**



Here's what you might want to bring on a Deep Sea Fishing Trip at Channel Islands Sportfishing.

- 1/2 Day (/half-day-trip) Deep Sea Fishing trips
- 3/4 Day (/three-quarter-day-trip) Deep Sea Fishing trips
- Full Day (/full-day-trip) Deep Sea Fishing trips
- Overnight (/overnight-trip) Deep Sea Fishing trips
- 2 Day (/two-day-trip) & 3 Day (/three-day-trip) Deep Sea Fishing trips

What to bring:

- Fishing license (can be purchased online here (<http://www.dfg.ca.gov/licensing/ols/>). You can also purchase at the landing (cash only).
- Cash to pay for items on the boat such as fish cleaning, galley purchases, gratuities, etc.
- Gunny sack. (These can be purchased on most boats.)
- Sunblock (30+ SPF) Thoroughly cover your face, neck and ears; and any other exposed skin.
- Hat
- Sunglasses
- Hand towel or chamois
- Camera: to capture that trophy fish photo
- Sea sickness medication: If you haven't been out before or have a history. It doesn't hurt to bring some. Don't overindulge with alcohol the night before going fishing.
- Water and snacks: They are available on the boat for purchase, but you may want to bring your own.
- Ice Chest to leave in your vehicle to transport fish home.

What not to bring:

- Your own alcohol
- Illegal drugs
- Weapons or fireworks

Tackle:

We sell tackle at competitive prices but if you bring your own here's some suggestions. This is essentially the setup they will rig for you if you rent your rod/reel from the landing. (Tackle is not included in the rental price. Bring your own or you can purchase at the landing.) A spinning or conventional rod and reel combo rated for 20-40 lb test line. The reel will be spooled with 25 or 30lb. test monofilament line.

Useful tackle to bring:

Spool your reel with braided line (also known as "spectra") – if you do this, you'll also need swivels (to tie braid to mono), and 25 or 30lb monofilament or fluorocarbon leader line.

2 each: 6, 8, 10 oz torpedo sinkers.

1 package of 2/0 bait hooks (4-6 hooks)

2/0 or 3/0 circle hooks – good to have if you will be rockfishing

If you find that you enjoy fishing and you are ready to step up to a Full Day or even an Overnight trip, here (<http://www.socalsalty.com/gear-lineup-2012/>) are the 3 main setups you will want to eventually have in your arsenal.

Here's (<http://www.socalsalty.com/general/what-to-bring-on-an-overnight-fishing-trip/>) what to bring on an Overnight Trip.

What To Wear:

Think layers.

On the ocean, it's usually 10-20 degrees cooler than it is inland. Conditions can also change rapidly. If you wear layers, you can adjust up and down accordingly.

If it's hot, shorts and a tshirt are fine, but bring a hoodie or windbreaker to wear on top. It will come in handy, especially when you are going to and coming back from the fishing grounds. If it's going to be cooler, wear long pants instead of shorts and add a light jacket to wear outside your hoodie.

If you have deck boots (rain boots will work), wear them. If not, wear flat, non-slip shoes. Sandals and flip flops not recommended.

If you have little ones, it's a good idea to bring a change of clothes for them. Kids tend to have a knack of getting wet!



Book Now

(/schedule)



Fish Counts

(/fish-counts)



Boats

(/fleet)

(/fleet)



What to Bring

(/what-to-bring)



What to Expect

(/what-to-expect)



Testimonials

(/testimonials)

- Fish Counts (/fish-counts)
- Book Now (/schedule)
- Boats (/fleet)
- Fishing (/deep-sea-fishing)
- Luxury Cruises (/bella-luna-charter)
- Whales (/whale-watching)

- Fish Reports (/blog/category/Fish+Reports)
- Live Bait (/live-bait-info)
- Fishing Licenses (/fishing-license-and-regulations)
- Pricing (/deep-sea-fishing-prices)
- Photo Gallery (/pictures-videos)
- Newsletter Sign Up (/newsletter-sign-up)

- Contact Us (/contact-us-directions)
- Directions (/contact-us-directions)
- Cancellation Policy (/cancellation-policy)





1 **CERTIFICATE OF SERVICE**

2
3 I am a citizen of the United States and a resident of the County of Maricopa, State
4 of Arizona, I am over the age of eighteen years and not a party to the within
5 entitled action. My Business address is 400 W. Franklin Street, Monterey,
6 California 93940. On November 12, 2018, I served the following:

6 **PLAINTIFFS’ MEDIATION STATEMENT**

7 Russel P. Brown, Esq.
8 Jan Buddingh
9 GORDON REES SCULLY MANSUKHANI, LLP
10 101 W. Broadway, Suite 2000
11 San Diego, California 92101
12 Email: rbrown@grsm.com
13 Email: jbuddingh@grsm.com

14 Patrick Rogan
15 pat@patrickroganlaw.com

16 _XX_ (Electronic Service) I caused the documents to be sent by email to the
17 persons at the electronic addresses listed above.

18 ____ (MAIL) by placing a true and correct copy thereof enclosed in a sealed
19 envelope with first class postage fully prepaid for collection and mailing at a U.S.
20 mail receptacle located in Scottsdale, Arizona 85255, addressed as set forth above.
21 I am readily familiar with the practice for collection and processing of
22 correspondence for mailing with the U.S. Postal Services. Pursuant to those
23 practices, said envelopes would be deposited with the U.S. Postal Service the same
24 day in the ordinary course of business.

25 I declare under penalty of perjury, pursuant to the laws of the State of
26 California, that the foregoing is true and correct and that this document was
27 executed at Scottsdale, Arizona on November 12, 2018.

28 /s/ Michael P. Vazquez
Michael Vazquez