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9 Attorneys for Cross-Defendants and Cross-
10 Complainants, ANTELOPE VALLEY UNITED
11 MUTUAL GROUP; Cross-Defendants, MIRACLE
12 IMPROVEMENT CORPORATION dba Golden
13 Sands Mobile Home Park [ROE 1121], SAINT
14 ANDREW'S ABBEY, INC. [ROE 623], SERVICE
15 ROCK PRODUCTS, LP, as successor-in-interest to
16 Owl Properties, Inc., SHEEP CREEK WATER
17 COMPANY, INC.; and unnamed Cross-Defendant
18 ADAMS BENNETT INVESTMENTS, LLC

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 Coordination Proceeding
14 Special Title (Rule 1550(b))

) Judicial Council Coordination
) Proceeding No. 4408

15 **ANTELOPE VALLEY**
16 **GROUNDWATER CASES**

) Santa Clara Case No. 1-05-CV-049053
) Assigned to the Honorable Jack Komar
) Department 17C

16 Including Actions:

17 **Los Angeles County Waterworks District**
18 **No. 40 v. Diamond Farming Co.**
19 Superior Court of California, County of Los
20 Angeles, Case No. BC 325 201

) **OFFER OF PROOF BY AQUA-J MUTUAL**
) **WATER COMPANY (A MEMBER OF THE**
) **ANTELOPE VALLEY UNITED MUTUAL**
) **GROUP) OF 2011 AND 2012**
) **GROUNDWATER PRODUCTION AND**
) **[PROPOSED] ORDER RE PHASE 4 TRIAL**

20 **Los Angeles County Waterworks District**
21 **No. 40 v. Diamond Farming Co.**
22 Superior Court of California, County of Kern,
23 Case No. S-1500-CV-254-348

) Trial Date: May 28, 2012
) Time: 9:00 A.M.
) Dept.: TBD
) Judge: Hon. Jack Komar

22 **Wm. Bolthouse Farms, Inc. v. City of**
23 **Lancaster**
24 **Diamond Farming Co. v. City of Lancaster**
25 **Diamond Farming Co. v. Palmdale Water**
26 **Dist.**

27 Superior Court of California, County of
28 Riverside, consolidated actions, Case Nos.
29 RIC 353 840, RIC 344 436, RIC 344 668

30 AND RELATED ACTIONS.

1 **OFFER OF PROOF**

2 Cross-Defendant / Cross-Complainant **AQUA-J MUTUAL WATER COMPANY**, a
3 member of the Antelope Valley United Mutual Group (“AV UNITED”), by and through its
4 counsel of record, Michael Duane Davis, Marlene L. Allen-Hammarlund, and Derek R.
5 Hoffman, of GRESHAM SAVAGE NOLAN & TILDEN, PC, having either stipulated with
6 and/or having received no material objections from any party, and based on the evidence
7 identified in the Exhibit List of said party and the proposed testimony of the witness(es)
8 identified in the Witness List of said party, which evidence is summarized in the Trial Brief of
9 said party, makes an Offer of Proof that its groundwater production from within the Area of
10 Adjudication, for the year 2011 and January through November 2012 was as follows:

11

PERIOD	ACRE FEET PER YEAR
Jan. through Dec. 2011	42.5 acre feet
Jan. through Nov. 2012	47.3 acre feet

12
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15 The afore-stated figures do not take into account any in-lieu water, any claimed return
16 flows from imported water, any water from natural springs, any water produced outside the Area
17 of Adjudication, or any water other than groundwater produced within the Area of Adjudication
18 during the year of 2011 and January through November of 2012.

19
20 Respectfully submitted,

GRESHAM SAVAGE NOLAN & TILDEN, PC

21
22 By:



MICHAEL DUANE DAVIS, ESQ.
MARLENE L. ALLEN-HAMMARLUND, ESQ.
DEREK R. HOFFMAN, ESQ.
Attorneys for CROSS-DEFENDANT / CROSS-
COMPLAINANT, AQUA-J MUTUAL WATER
COMPANY (a member of the ANTELOPE VALLEY
UNITED MUTUAL GROUP)

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[PROPOSED] ORDER

THE COURT FINDS THAT the Offer of Proof made by AQUA-J MUTUAL WATER COMPANY is either stipulated to or not materially contested by any party.

THE COURT FURTHER FINDS THAT the Offer of Proof satisfies the requirements of this Court for the purposes of the Phase 4 Trial proceedings.

IT IS HEREBY ORDERED that this Order shall not result in any determination of any water right, or the reasonableness of AQUA-J MUTUAL WATER COMPANY's water use or manner of applying water to the use. This Order will not preclude AQUA-J MUTUAL WATER COMPANY from introducing in a later phase evidence to support its claimed water rights, or any other party to this action from introducing in a later phase evidence to contest AQUA-J MUTUAL WATER COMPANY's claimed water rights, including, without limitation, evidence of water use in years other than 2011 and 2012. All parties reserve their rights to produce any evidence to support their claimed water rights and to make any related legal arguments including, without limitation, arguments based on any applicable constitutional, statutory, or decisional authority.

IT IS FURTHER ORDERED that pursuant to the Stipulation(s) of the parties to this action and/or upon the failure of any party to make a valid objection thereto; and based upon the offer of proof and/or evidence presented to this Court, the groundwater pumping claimed by AQUA-J MUTUAL WATER COMPANY for purposes of the Phase 4 trial is as follows:

PERIOD	ACRE FEET PER YEAR
Jan. through Dec. 2011	42.5 acre feet
Jan. through Nov. 2012	47.3 acre feet

IT IS SO ORDERED:

DATED: _____, 2013

HONORABLE JACK KOMAR

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