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6 Attorneys for Cross-Defendant/Cross-Complainant,
7 A.V. UNITED MUTUALS GROUP; and Cross-
8 Defendants, ADAMS BENNETT INVESTMENTS,
9 LLC; MIRACLE IMPROVEMENT CORPORATION
10 dba GOLDEN SANDS MOBILE HOME PARK, aka
11 GOLDEN SANDS TRAILER PARK, named as ROE
12 1121; ST. ANDREW'S ABBEY, INC., named as ROE
13 623; WHITE FENCE FARMS PRODUCTS, L.P.; and
14 SHEEP CREEK WATER COMPANY, INC.

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 GROUNDWATER**
16 **CASES**

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

16 Including Consolidated 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

) **CROSS-DEFENDANT/CROSS-**
) **COMPLAINANT ANTELOPE VALLEY**
) **UNITED MUTUALS GROUP'S**
) **AMENDED OFFER OF PROOF AND**
) **[PROPOSED] STIPULATION FOR**
) **PHASE 5 TRIAL ON THE ISSUE OF**
) **RETURN FLOWS FROM IMPORTED**
) **WATER; [PROPOSED] ORDER**
) **THEREON**

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

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.**

) Phase 5 Trial Date: February 10, 2014
) Time 9:00 A.M.
) Dept.: Dept. 1
) Judge: Hon. Jack Komar

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

27 **AND RELATED ACTIONS.**

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 Cross-Defendants / Cross-Complainants, El Dorado Mutual Water Co. (“El Dorado”),
3 Landale Mutual Water Co. (“Landale”), Shadow Acres Mutual Water Co. (“Shadow Acres”),
4 Sunnyside Farms Mutual Water Co. (“Sunnyside Farms”), West Side Park Mutual Water Co.
5 (“West Side Park”), and White Fence Farms Mutual Water Co., Inc. (“White Fence Farms”)
6 [which are six of the 16 mutual water companies that comprise the **A. V. UNITED MUTUALS**
7 **GROUP**, and are referred to herein collectively as “These Mutual Water Companies”], by and
8 through their attorneys of record, Gresham Savage Nolan & Tilden, PC, by Michael Duane
9 Davis, Marlene L. Allen-Hammarlund, and Derek R. Hoffman, having either stipulated with
10 and/or having received no material objections from any party, and based on the evidence
11 identified in the Exhibit Lists of These Mutual Water Companies and the proposed testimony of
12 the witness(es) identified in the Witness Lists of These Mutual Water Companies, which
13 evidence is summarized in the Trial Brief of These Mutual Water Companies, makes the
14 following Offers of Proof on the issue of return flows from imported water in the Phase 5 Trial:

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1 **OFFERS OF PROOF**

2 **OFFER OF PROOF NO. 1.**

3 These Mutual Water Companies have purchased imported State Water Project
4 (“SWP”) water for distribution to their customers, who are the stockholders in the
5 respective mutual water companies, in the following quantities:

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A. V. UNITED MUTUALS WATER COMPANY	YEARS THAT IMPORTED WATER HAS BEEN PURCHASED	AMOUNT OF IMPORTED WATER PURCHASED DURING THAT PERIOD
El Dorado MWC	1982 to 2013	4,728 acre feet
Landale MWC	1991 to 2013	317 acre feet
Shadow Acres MWC	1988 to 2013	5272 acre feet
Sunnyside Farms MWC	1977 to 2013	7695 acre feet
West Side Park MWC	1982 to 2010	943 acre feet
White Fence Farms MWC	1983 to 2013	5,918 acre feet

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15 **Supporting Evidence:**

16 (a) Summaries showing SWP water purchased. [Exhibits **5-El Dorado-1; 5-**
17 **Landale-1; 5-Shadow Acres-1; 5-Sunnyside Farms-1; 5-West Side Park-1; 5-White Fence**
18 **Farms-12.**]

19 (b) AVEK Water Deliveries Report, attached as “Exhibit 3” to Antelope Valley –
20 East Kern Water Agency’s (“AVEK”) Proposed Stipulation of Facts for Phase 5 Trial, which
21 contains annual delivery figures for the period of 1976 - 2013. When corrected for its math
22 errors and an incomplete 2012 figure for White Fence Farms Mutual Water Company, the Report
23 reflects the imported water deliveries for These Mutual Water Companies that are set forth in
24 annual table, above.

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1 **OFFER OF PROOF NO. 2.**

2 Landale, Shadow Acres, Sunnyside Farms and White Fence Farms are within the
3 AVEK service area and have purchased their water directly from AVEK out of its SWP
4 allotment.

5 Supporting Evidence:

6 (a) Agreement between AVEK and White Fence Farms, dated March 4, 2013
7 [Exhibit 5-**White Fence Farms-17**], as an exemplar.

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1 **OFFER OF PROOF NO. 3.**

2 El Dorado and West Side Park are within Palmdale Water District's ("PWD")
3 service area and have purchased their water from AVEK out of PWD's SWP allotment
4 under three-way agreements with AVEK and PWD.

5 Supporting Evidence:

- 6 (a) Agreement between PWD, AVEK and El Dorado dated April 1981 [Exhibit **5-El**
7 **Dorado-6**], as an exemplar.
- 8 (b) Letter dated November 17,1993, from Harold M. Fones, General Manager at
9 PWD, to the Board of Directors of PWD, regarding West Side Park and El
10 Dorado [Exhibit **5-El Dorado-7**] as an exemplar.

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1 **OFFER OF PROOF NO. 4.**

2 **These Mutual Water Companies have various agreements with AVEK and/or PWD**
3 **regarding the purchase, delivery and storage of SWP water.**

4 Supporting Evidence:

5 (a) Agreement between PWD, AVEK and El Dorado dated April 1981 [Exhibit **5-El**
6 **Dorado-6**]; and (2) Agreement between AVEK and White Fence Farms, dated
7 March 4, 2013 [Exhibit **5-White Fence Farms-17**], as exemplars.

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1 **OFFER OF PROOF NO. 5.**

2 Neither AVEK nor PWD have retained any interest in the water sold to any of
3 These Mutual Water Companies. There is no agreement, written or oral, by which AVEK
4 or PWD reserved any rights to return flows.

5 Supporting Evidence:

6 (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-
7 Complainant Antelope Valley United Mutuals Group's Offer Of Proof For Phase
8 5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on
9 February 7, 2014.

10 (b) Agreement between PWD, AVEK and El Dorado dated April 1981 [Exhibit **5-El**
11 **Dorado-6**]; and (2) Agreement between AVEK and White Fence Farms, dated
12 March 4, 2013 [Exhibit **5-White Fence Farms-17**], as exemplars.

13 (c) Minutes of White Fence Farms Mutual Water Company Board of Directors
14 regarding entering into water purchase agreement with AVEK, dated September
15 1, 1981, February 2, 1982, March 2, 1982, and July 6, 1982. [Exhibit **5-White**
16 **Fence Farms-18.**]

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1 **OFFER OF PROOF NO. 6.**

2 The use of imported SWP water results in a certain percentage of return flows,
3 which enter the Basin through recycling pools, septic systems, or other percolation. When
4 that water is reintroduced into the aquifer, it becomes part of the groundwater in the Basin
5 and to the extent it is separate because there is storage room, the mutual water company
6 that imports the water is entitled to store that return flow. To the extent that there is no
7 storage, and it merges, there may still be value in drought or overdraft conditions.

8 Supporting Evidence:

9 (a) Order After Hearing on January 27, 2014, 1. Motion by Cross-Complainant
10 Antelope Valley-East Kern Water Agency (“AVEK”) for Summary
11 Judgment/Summary Adjudication,” which was posted to the Santa Clara County
12 Superior Court website on January 30, 2014) [Exhibit 5-AVUMG-1 to Request
13 for Judicial Notice.]

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1 **OFFER OF PROOF NO. 7.**

2 **AVEK reports in its 2008 and 2010 Urban Water Management Plans that These**
3 **Mutual Water Companies have been purchasing imported water.**

4 **Supporting Evidence:**

5 (a) AVEK 2008 Urban Water Management Plan, dated January 13, 2009, page 15 of 39
6 [Exhibit **5-AVUMG-3** to Request for Judicial Notice.]

7 (b) AVEK 2010 Urban Water Management Plan, dated June 20, 2011, pages 3-1 and 3-2.
8 [Exhibit **5-AVUMG-7** to Request for Judicial Notice.]

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1 **OFFER OF PROOF NO. 8.**

2 **These Mutual Water Companies accept the average return flow percentage of**
3 **thirty-nine percent (39%) as the percentage right to return flows from the water that each**
4 **mutual water company imports.**

5 Supporting Evidence:

6 (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-
7 Complainant Antelope Valley United Mutuals Group's Offer Of Proof For Phase
8 5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on
9 February 7, 2014.

10 (b) Court's Transcript from Phase 3 Trial proceedings on October 16, 2013, which is
11 attached as Exhibit LL to Los Angeles County Waterworks District No. 40's
12 Supplemental Request for Judicial Notice of Phase Three Trial Testimonies and
13 Exhibits, Pages 17-18 and 24-26, which was posted to the Santa Clara County
14 Superior court website on January 24, 2014 [Exhibit **5-AVUMG-4**].

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1 **OFFER OF PROOF NO. 9.**

2 **These Mutual Water Companies, as well as their stockholders, have paid a**
3 **significant amount of money toward the infrastructure that is used to deliver the SWP**
4 **water.**

5 Supporting Evidence:

- 6 (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-
7 Complainant Antelope Valley United Mutuals Group’s Offer Of Proof For Phase
8 5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on
9 February 7, 2014.
- 10 (b) Correspondence and itemization of expenses for the cost of the infrastructure
11 from AVEK. [Exhibits **5-White Fence Farms-18; 5-El Dorado-7; 5-El Dorado-**
12 **14; 5-El Dorado-15**], as exemplars.
- 13 (c) Newsletter distributed to stockholders of mutual water company explaining that
14 the cost to the mutual water companies and the stockholders for the infrastructure
15 will be “considerable.” [Exhibit **5-El Dorado-13.**]
- 16 (d) Evidence of capacity charges paid by the mutual water companies and their
17 stockholders for infrastructure, including summaries of charges and AVEK’s
18 receipts for capacity charges paid. [Exhibits **5-White Fence Farms-13; 5-White**
19 **Fence Farms-14; 5-White Fence Farms-15**], as exemplars.
- 20 (e) Evidence of payments to AVEK for banking State Water Project water in the
21 Water Supply Stabilization Project No. 2 (“WSSP2”) for later withdrawal.
22 [Exhibit **5-White Fence Farms-17.**]
- 23 (f) Property tax bills showing amounts paid for “special water” taxes and other
24 assessments. [Exhibits **5-Landale-2; 5-West Side Park-5; 5-White Fence**
25 **Farms-11; 5-White Fence Farms-16**], as exemplars.
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1 (g) Minutes of the mutual water companies' board meetings regarding the cost of
2 connecting to AVEK to acquire the State Water Project water. [Exhibit **5-White**
3 **Fence Farms-18**], as an exemplar.

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1 **OFFER OF PROOF NO. 10.**

2 **These Mutual Water Companies store imported water in the groundwater Basin,**
3 **whose service areas are located in the Amargosa Creek wash area of the Basin. Most of the**
4 **customers of These Mutual Water Companies are on septic (rather than on sewer) systems,**
5 **which means that the unconsumed water goes back into the Amargosa Creek wash area of**
6 **the Basin, through the septic systems within their service area boundaries.**

7 Supporting Evidence:

8 (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-
9 Complainant Antelope Valley United Mutuals Group’s Offer Of Proof For Phase
10 5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on
11 February 7, 2014.

12 (b) Map depicting locations of El Dorado MWC, Landale MWC, Shadow Acres
13 MWC, Sunnyside Farms MWC, West Side Park MWC and White Fence Farms
14 MWC, on January 29, 2007 Map of Water Purveyors of Antelope Valley,
15 produced by Wildermuth Environmental, Inc. [Exhibit **5-AVUMG-10.**]

16 (c) “City of Palmdale’s Proposition 1E Stormwater Flood Management Grant
17 Proposal for the Upper Amargosa Creek Flood Control, Recharge and Habitat
18 Restoration Project”, dated April 15, 2011. [Exhibit **5-AVUMG-5** to Request for
19 Judicial Notice.]

20 (d) “Study of Potential Recharge Sites in the Antelope Valley, prepared for Antelope
21 Valley State Water Contractors Association” by Stetson Engineers, Inc., dated
22 September 2002. [Exhibit **5-AVUMG-8** to Request for Judicial Notice.]

23 (e) Antelope Valley Integrated Regional Water Management Plan, 2007, with
24 highlights for emphasis. [Exhibit **5-AVUMG-9** to Request for Judicial Notice.]

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1 **OFFER OF PROOF NO. 11.**

2 Experts evaluating the Antelope Valley have identified the area in which These
3 Mutual Water Companies are located to be a high priority location for future groundwater
4 recharge activities due to favorable soil conditions. Data for wells located within the
5 service areas of These Mutual Water Companies confirms that subsurface soil conditions
6 are sufficiently porous to be able to receive and store percolating waters. Accordingly,
7 unused water in the septic systems of These Mutual Water Companies may percolate into
8 and be stored in the Basin for subsequent use.

9 Supporting Evidence:

- 10 (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-
11 Complainant Antelope Valley United Mutuals Group's Offer Of Proof For Phase
12 5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on
13 February 7, 2014.
- 14 (b) Department of Water Resources, Bulletin No. 91-12 "Water Wells in the Eastern
15 Part of the Antelope Valley Area Los Angeles County, California" prepared by
16 the U.S. Department of the Interior Geological Survey, December 1966, pp. D-44
17 to D-46, D-49 to D-50, and D-116. [Exhibit **5-AVUMG-6** to Request for Judicial
18 Notice.]
- 19 (c) Map depicting locations of El Dorado MWC, Landale MWC, Shadow Acres
20 MWC, Sunnyside Farms MWC, West Side Park MWC and White Fence Farms
21 MWC, on January 29, 2007 Map of Water Purveyors of Antelope Valley,
22 produced by Wildermuth Environmental, Inc. [Exhibit **5-AVUMG-10**.]
- 23 (d) "City of Palmdale's Proposition 1E Stormwater Flood Management Grant
24 Proposal for the Upper Amargosa Creek Flood Control, Recharge and Habitat
25 Restoration Project", dated April 15, 2011. [Exhibit **5-AVUMG-5** to Request for
26 Judicial Notice.]

1 **OFFER OF PROOF NO. 12.**

2 **These Mutual Water Companies have a contractual right to store imported water**
3 **with AVEK for later use. These Mutual Water Companies have contracted to bring the**
4 **imported SWP water into the Basin, to store it until needed, call for its delivery, and after**
5 **the water has been partially used, the unused component percolates back into the ground**
6 **to be recovered at a later time.**

7 Supporting Evidence:

8 (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-
9 Complainant Antelope Valley United Mutuals Group's Offer Of Proof For Phase
10 5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on
11 February 7, 2014.

12 (b) Agreement Between AVEK and White Fence Farms to Store Water at the Water
13 Supply Stabilization Project No. 2, dated March 4, 2013, paragraphs (1)(e) and
14 (f), page 2 [Exhibit **5-White Fence Farms-17**], as an exemplar.

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1 **OFFER OF PROOF NO. 13.**

2 **These Mutual Water Companies are mutual benefit, non-profit corporations, the**
3 **stockholders of which are the owners of the real property within their respective service**
4 **areas. Upon organization, the property owners / stockholders exchanged their rights of**
5 **control in the use of their water rights to These Mutual Water Companies, for their shares**
6 **of stock in the corporation. Title to their individual water rights was thereafter held by**
7 **These Mutual Water Companies; and These Mutual Water Companies, thereafter**
8 **constructed, operated and maintained the production, storage and distribution facilities, by**
9 **which the stockholders receive their water. Consequently, These Mutual Water**
10 **Companies are the end users of the water purchased from State Water Project contractors.**

11 Supporting Authority: When These Mutual Water Companies were organized, the
12 property owners surrendered their right of control or regulation in the use of their water rights to
13 These Mutual Water Companies in exchange for their stock [see *Fuller v. Azusa Irrigating Co.*
14 (1902) 138 Cal. 204, 213-214], without impairing or severing the right from the appurtenant land
15 [see *Turner v. Lowell Avenue Mutual Water Co.* (1951) 104 Cal.App.2d 204, 209; *In re Thomas’*
16 *Estate* (1905) 147 Cal. 236, 242; *Woodstone Marble & Tile Co. v. Dunsmore Canyon Water Co.*
17 (1920) 47 Cal.App. 72, 77], or changing the substance in the ownership of the right [see *Locke v.*
18 *Yorba Irr. Co.* (1950) 35 Cal.2d 205, 209]. The water right remains the substance of individual
19 ownership after the formation of These Mutual Water Companies, as well as before [see *Hildreth*
20 *v. Montecito Creek Water Co.* (1903) 139 Cal. 22, 29], the only distinction being that it is held
21 and exercised by The Mutual Water Companies under a formally different title [see *In re*
22 *Thomas’ Estate, supra* at 242; *Locke v. Yorba Irr. Co., supra* at 209]. It is through These Mutual
23 Water Companies, which constructed, operated and maintained the production, storage and
24 distribution facilities, that the stockholders receive their water. The corporation becomes merely
25 the agent of its shareholders for the purpose of serving their several interests [see *Hildreth v.*
26 *Montecito Creek Water Co., supra* at 29].

1 Supporting Evidence:

- 2 (a) Map depicting locations of El Dorado MWC, Landale MWC, Shadow Acres
3 MWC, Sunnyside Farms MWC, West Side Park MWC and White Fence Farms
4 MWC, on January 29, 2007 Map of Water Purveyors of Antelope Valley,
5 produced by Wildermuth Environmental, Inc. [Exhibit **5-AVUMG-10.**]
- 6 (b) Evidence of capacity charges paid by the mutual water companies and their
7 stockholders for infrastructure, including summaries of charges and AVEK's
8 receipts for capacity charges paid. [Exhibits **5-White Fence Farms-13; 5-White**
9 **Fence Farms-14; 5-White Fence Farms-15**, as exemplars.]
- 10 (c) Agreement Between AVEK and White Fence Farms to Store Water at the Water
11 Supply Stabilization Project No. 2, dated March 4, 2013, paragraphs (1)(e) and
12 (f), page 2 [Exhibit **5-White Fence Farms-17**], as an exemplar.
- 13 (d) Antelope Valley United Mutual Group's Responses to December 12, 2012
14 Discovery Order for Phase 4 Trial, submitted under penalty of perjury and filed
15 by posting on December 21, 2012. [Exhibits **5-El Dorado-8, 5-Landale-7, 5-**
16 **Shadow Acres-7, 5-Sunnyside Farms-7, 5-West Side Park-10, 5-White Fence**
17 **Farms-20.**]
- 18 (e) Antelope Valley United Mutual Group, Specifically El Dorado Mutual Water
19 Company's, First Supplemental Responses to December 12, 2012 Discovery
20 Order for Phase 4 Trial, submitted under penalty of perjury and filed by posting
21 on January 30, 2013. [Exhibit **5-El Dorado-9.**]
- 22 (f) Antelope Valley United Mutual Group, Specifically Landale Mutual Water
23 Company's, First Supplemental Responses to December 12, 2012 Discovery
24 Order for Phase 4 Trial, submitted under penalty of perjury and filed by posting
25 on January 30, 2013. [Exhibit **5-Landale-8.**]
- 26 (g) Antelope Valley United Mutual Group, Specifically Shadow Acres Mutual Water
27 Company's, First Supplemental Responses to December 12, 2012 Discovery

1 Order for Phase 4 Trial, submitted under penalty of perjury and filed by posting
2 on January 30, 2013. [Exhibit **5-Shadow Acres-8.**]

3 (h) Antelope Valley United Mutual Group, Specifically Sunnyside Farms Mutual
4 Water Company's, First Supplemental Responses to December 12, 2012
5 Discovery Order for Phase 4 Trial, submitted under penalty of perjury and filed
6 by posting on January 30, 2013. [Exhibit **5-Sunnyside Farms-8.**]

7 (i) Antelope Valley United Mutual Group, Specifically Westside Park Mutual Water
8 Company's, First Supplemental Responses to December 12, 2012 Discovery
9 Order for Phase 4 Trial, submitted under penalty of perjury and filed by posting
10 on January 30, 2013. [Exhibit **5-West Side Park-11.**]

11 (j) Antelope Valley United Mutual Group, Specifically White Fence Farms Mutual
12 Water Company's, First Supplemental Responses to December 12, 2012
13 Discovery Order for Phase 4 Trial, submitted under penalty of perjury and filed
14 by posting on January 30, 2013. [Exhibit **5-White Fence Farms-21.**]

15 (k) Minutes of the mutual water companies' board meetings regarding the cost of
16 connecting to AVEK to acquire the State Water Project water. [Exhibit **5-White**
17 **Fence Farms-18**], as an exemplar.

18 Dated: February 13, 2014

Respectfully submitted,

19 GRESHAM SAVAGE NOLAN & TILDEN, PC

20
21 By: 

Michael Duane Davis, Esq.

Marlene L. Allen-Hammarlund, Esq.

Derek R. Hoffman, Esq.

22 Attorneys for CROSS-DEFENDANT / CROSS-
23 COMPLAINANT, A. V. UNITED MUTUALS GROUP;
24 and CROSS-DEFENDANTS, ADAMS BENNETT
25 INVESTMENTS, LLC, MIRACLE IMPROVEMENT
26 CORPORATION dba GOLDEN SANDS MOBILE
27 HOME PARK, aka GOLDEN SANDS TRAILER PARK
[ROE 1121], ST. ANDREW'S ABBEY, INC. [ROE
623], WHITE FENCE FARMS PRODUCTS, L.P., and
SHEEP CREEK WATER COMPANY, INC.

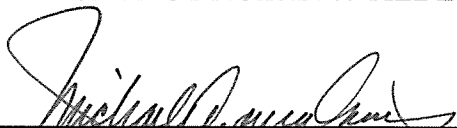
1 **[PROPOSED] STIPULATION**

2 The parties hereto stipulate and agree that the facts, information and documents provided
3 herein and in the verified Discovery Responses (as supplemented and amended) which have been
4 posted on the Court's website will not be contested, and are therefore deemed accepted, for
5 purposes of the Phase 5 Trial.

6 **IT IS SO STIPULATED.**

7 Dated: February 13, 2014.

GRESHAM SAVAGE NOLAN & TILDEN, PC

8
9 By: 

10 Michael Duane Davis
11 Marlene L. Allen-Hammarlund
12 Derek R. Hoffman
13 Attorneys for CROSS-DEFENDANT /
14 CROSS-COMPLAINANT, A. V. UNITED
15 MUTUALS GROUP; and CROSS-
16 DEFENDANTS, ADAMS BENNETT
17 INVESTMENTS, LLC, MIRACLE
18 IMPROVEMENT CORPORATION dba
19 GOLDEN SANDS MOBILE HOME
20 PARK, aka GOLDEN SANDS TRAILER
21 PARK [ROE 1121], ST. ANDREW'S
22 ABBEY, INC. [ROE 623], WHITE FENCE
23 FARMS PRODUCTS, L.P., and SHEEP
24 CREEK WATER COMPANY, INC.

18 Dated: February ____, 2014.

CHARLTON WEEKS LLP

21 By: _____

22 Bradley T. Weeks
23 Attorneys for Cross-Complainant, Quartz
24 Hill Water District

25 Dated: February ____, 2014.

BEST BEST & KRIEGER LLP

26 By: _____

27 Eric L. Garner
28 Jeffrey V. Dunn
Attorneys for Cross-Complainant, Los
Angeles County Waterworks District No. 40

1 Dated: February ____, 2014.

RICHARDS, WATSON & GERSHON

2

3

By: _____

4

Steven Orr
James L. Markman
Attorneys for Cross-Complainant, City of
Palmdale

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6

7 Dated: February ____, 2014.

MURPHY & EVERTZ

8

9

By: _____

10

Douglas J. Evertz
Attorneys for Cross-Complainant, City of
Lancaster and Rosamond Community
Services District

11

12 Dated: February ____, 2014.

CALIFORNIA WATER SERVICE COMPANY

13

14

By: _____

15

John Tootle
Attorneys for Cross-Complainant, California
Water Service Company

16

17 Dated: February ____, 2014.

LEMIEUX & O'NEILL

18

19

By: _____

20

Wayne Lemieux
Attorneys for Cross-Complainant, Littlerock
Creek Irrigation District, Palm Ranch
Irrigation District, et al.

21

22 Dated: February ____, 2014.

LAGERLOF SENECALE GOSNEY & KRUSE

23

24

By: _____

25

Thomas Bunn III
Attorneys for Cross-Complainant, Palmdale
Water District

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27

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1 Dated: February ____, 2014.

UNITED STATES OF AMERICA

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By: _____

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R. Lee Leininger
U.S. Department of Justice
Environment of Justice
Attorneys for The United States of America

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7 Dated: February ____, 2014.

FAGEN, FRIEDMAN & FULFROST, LLP

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By: _____

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Daphne Borromeo Hall
Attorneys for Antelope Valley Joint Union
High School District

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12 Dated: February ____, 2014.

BRUNICK, McELHANEY & KENNEDY PLC

13

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By: _____

15

William J. Brunick
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Valley-East Kern Water District

16

17 Dated: February ____, 2014.

LAW OFFICES OF SHELDON BLUM

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By: _____

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Sheldon R. Blum
Attorneys for Blum Trust

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22 Dated: February ____, 2014.

McMURTREY, HARTSOCK & WORTH

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By: _____

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James Worth
Attorneys for Boron Community Service
District

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Dated: February ____, 2014.

SMILAND CHESTER LLP

By: _____
Theodore A. Chester, Jr.
Attorneys for Landinv, Inc., Bruce Burrows
and 300 A 40 H, LLC, et al.

Dated: February ____, 2014.

KRONICK, MOSKOVITZ, TIEDEMANN &
GIRARD, P.C.

By: _____
Janet K. Goldsmith
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Dated: February ____, 2014.

BARTKIEWICZ, KRONICK & SHANAHAN, a
professional corporation

By: _____
Ryan S. Bezerra
Andrew Ramos
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Oro Land Company

Dated: February ____, 2014.

ELLISON, SCHNEIDER & HARRIS L.L.P.

By: _____
Christopher M. Sanders
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Sanitation Districts Nos. 14 and 20 of Los
Angeles County

Dated: February ____, 2014.

THE LAW OFFICES OF YOUNG
WOOLDRIDGE, LLP

By: _____
Scott K. Kuney
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Dam, Delmar D. Van Dam, Gertrude J. Van
Dam and WDS California II, LLC

1 Dated: February ____, 2014.

LeBEAU THELEN, LLP

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By: _____

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Bob H. Joyce
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7 Dated: February ____, 2014.

BROWNSTEIN HYATT FARBER SCHRECK,
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By: _____

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Bradley J. Herrema
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Valley Groundwater Agreement
Association, et al.

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Dated: February ____, 2014.

ALSTON & BIRD LLP

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By: _____

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Neal P. Maguire
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Suntower LLC, et al.

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Dated: February ____, 2014.

KUHS & PARKER

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By: _____

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Robert G. Kuhs
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Corp., Granite Construction Company

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Dated: February ____, 2014.

CLIFFORD & BROWN

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By: _____

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Richard G. Zimmer
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and Wm. Bolthouse Farms, Inc.

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1 Dated: February ____, 2014.

HERUM/CRABTREE

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By: _____

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Jeanne M. Zolezzi
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Valley Water Storage, LLC

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7 Dated: February ____, 2014.

PROCOPIO, CORY, HARGREAVES &
SAVITCH, LLP

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By: _____

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Walter E. Rusinek
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Alpine, LLC

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13 Dated: February ____, 2014.

TAYLOR & RING

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By: _____

James W. Lewis
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Inc., The George and Charlene Lane Family
Trust, et al.

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18 Dated: February ____, 2014.

KLEIN, DeNATALE, GOLDNER, COOPER,
ROSENLEIB & KIMBALL, LLP

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By: _____

Joseph D. Hughes
Attorneys for H&N Development Co. West,
Inc.

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22

23 Dated: February ____, 2014.

ALESHIRE & WYNDER, LLP

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By: _____

David J. Aleshire
William W. Wynder
Wesley A. Miliband
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1 Dated: February ____, 2014.

LAW OFFICES OF FRANK SATALINO

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By: _____

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Frank Satalino
Attorneys for Defendants, Rosamond Ranch,
L.P.; Elias Shokrian; and Shirley Shokrian

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6 Dated: February ____, 2014.

CALIFORNIA DEPARTMENT OF JUSTICE

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By: _____

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Noah Golden-Krasner
Attorneys for State of California, et al.

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11 Dated: February ____, 2014.

MORRISON & FOERSTER

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By: _____

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William M. Sloan
Alejandro L. Bras
Attorneys for U.S. Borax Inc.

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16 Dated: February ____, 2014.

HANNA & MORTON LLP

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By: _____

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Edward S. Renwick
Attorneys for Cross-Defendant, Wagas Land
Company LLC

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21 Dated: February ____, 2014.

LAW OFFICES OF MICHAEL D. McLACHLAN,
APC

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By: _____

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Michael D. McLachlan
Attorneys for Plaintiff Richard Wood and
the Class

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1 Dated: February ____, 2014.

KRAUSE, KALFAYAN, BENINK & SLAVENS
LLP

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By: _____

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Ralph B. Kalfayan
David B. Zlotnick
Attorneys for Plaintiff Rebecca Lee Willis
and the Class

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7 Dated: February ____, 2014.

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By: _____

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Attorneys for

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Dated: February ____, 2014.

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By: _____

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Attorneys for

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Attorneys for

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Dated: February ____, 2014.

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Attorneys for

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Attorneys for

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Attorneys for

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Attorneys for

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Attorneys for

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Attorneys for

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Attorneys for

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[PROPOSED] ORDER

THE COURT FINDS THAT the Offer of Proof made by El Dorado Mutual Water Co. (“El Dorado”), Landale Mutual Water Co. (“Landale”), Shadow Acres Mutual Water Co. (“Shadow Acres”), Sunnyside Farms Mutual Water Co. (“Sunnyside Farms”), West Side Park Mutual Water Co. (“West Side Park”), and White Fence Farms Mutual Water Co., Inc. (“White Fence Farms”) 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 5 Trial proceedings, and that El Dorado Mutual Water Co., Landale Mutual Water Co., Shadow Acres Mutual Water Co., Sunnyside Farms Mutual Water Co., West Side Park Mutual Water Co., and White Fence Farms Mutual Water Co., Inc. have established their rights to return flows from the water they import into the Basin.

IT IS HEREBY ORDERED that this Order shall not preclude any of the members of the A. V. United Mutuals Group from introducing in a later phase evidence to support its claimed water rights. All parties have reserved 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 offers of proof and/or evidence presented to this Court, the evidence presented by the A. V. United Mutuals Group is accepted by this Court and deemed admitted.

IT IS SO ORDERED:

DATED: _____, 2014.

HONORABLE JACK KOMAR

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Re: *ANTELOPE VALLEY GROUNDWATER CASES*
Los Angeles County Superior Court Judicial Council Coordinated
Proceedings No. 4408; Santa Clara County Superior Court Case No. 1-05-CV-049053

I am employed in the County of San Bernardino, State of California. I am over the age of 18 years and not a party to the within action; my business address is: 550 E. Hospitality Lane, San Bernardino, CA 92408.

On February 18, 2014, I served the foregoing document(s) described as **CROSS-DEFENDANT/CROSS-COMPLAINANT ANTELOPE VALLEY UNITED MUTUALS GROUP'S AMENDED OFFER OF PROOF AND [PROPOSED] STIPULATION FOR PHASE 5 TRIAL ON THE ISSUE OF RETURN FLOWS FROM IMPORTED WATER; [PROPOSED] ORDER THEREON** on the interested parties in this action in the following manner:

(X) **BY ELECTRONIC SERVICE** – I posted the document(s) listed above to the Santa Clara County Superior Court website, <http://www.scefilng.org>, in the action of the Antelope Valley Groundwater Cases,

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 18, 2014, at Riverside, California.



DINA M. SNIDER