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 California corporation dba Joshua Memorial Park  
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 10 **IN AND FOR THE COUNTY OF LOS ANGELES**  
 11

12	Coordination Proceeding	)	Judicial Council Coordination
	Special Title (Rule 1550(b))	)	Proceeding No. 4408
13		)	
14	<b>ANTELOPE VALLEY</b>	)	Santa Clara Case No. 1-05-CV-049053
	<b>GROUNDWATER CASES</b>	)	Assigned to the Honorable Jack Komar
		)	Department 17C
15	Including <u>Consolidated</u> Actions:	)	
16	<b>Los Angeles County Waterworks District</b>	)	<b>SCI CALIFORNIA FUNERAL SERVICES,</b>
	<b>No. 40 v. Diamond Farming Co.</b>	)	<b>INC., A CALIFORNIA CORPORATION</b>
17	Superior Court of California, County of Los	)	<b>DBA JOSHUA MEMORIAL PARK'S</b>
	Angeles, Case No. BC 325 201	)	<b>NOTICE OF MOTION AND MOTION TO</b>
18		)	<b>INTERVENE IN JUDGMENT;</b>
19	<b>Los Angeles County Waterworks District</b>	)	<b>MEMORANDUM OF POINTS AND</b>
	<b>No. 40 v. Diamond Farming Co.</b>	)	<b>AUTHORITIES</b>
20	Superior Court of California, County of	)	[Declaration of Christopher Twitchell;
	Kern, Case No. S-1500-CV-254-348	)	Declaration of Jason Coleman, P.E.; Declaration
21	<b>Wm. Bolthouse Farms, Inc. v. City of</b>	)	of Derek R. Hoffman; and [Proposed] Order filed
	<b>Lancaster</b>	)	concurrently]
22	<b>Diamond Farming Co. v. City of</b>	)	Date: November 7, 2019
	<b>Lancaster</b>	)	Time: 9:00 a.m.
23	<b>Diamond Farming Co. v. Palmdale</b>	)	Judge: Hon. Jack Komar, Judge
	<b>Water Dist.</b>	)	
24	Superior Court of California, County of	)	<b>[Hearing to be conducted by Courtcall]</b>
	Riverside, consolidated actions, Case Nos.	)	
25	RIC 353 840, RIC 344 436, RIC 344 668	)	
26	AND RELATED ACTIONS.	)	
27		)	

1 **TO THE COURT, ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on November 7, 2019 at 9:00 a.m. or as soon as the Santa  
3 Clara County Superior Court [for above-entitled court located at 111 North Hill Street, Los  
4 Angeles, California] may hear the matter, SCI California Funeral Services, Inc., a California  
5 corporation dba Joshua Memorial Park (“Joshua Memorial”), will and hereby does move the  
6 Court for an order granting it leave to intervene in, and become a “Non-Stipulating Party” to, the  
7 December 23, 2015 Judgment and Physical Solution (“Judgment”) in the above-captioned  
8 Antelope Valley Groundwater Adjudication, and establishing a Production Right for Joshua  
9 Memorial in the mount of 122 acre-feet per year, pursuant to Sections 6.5, 20.9 and 5.1.10 of the  
10 Judgment and Section 387 of the California *Code of Civil Procedure*. This notice and motion  
11 (“Motion”) is based on the attached Memorandum of Points and Authorities, the concurrently-  
12 filed Declarations of Christopher Twitchell, Jason Coleman, P.E. and Derek R. Hoffman, on all  
13 papers filed and records in this action, and on any further evidence and other records received at  
14 the hearing.

15 The grounds for granting this Motion are as follows:

16 1. As set forth in the Judgment, this Court retained continuing jurisdiction over the  
17 groundwater adjudication action to make such further supplemental orders or directions as may  
18 be necessary or appropriate to implement the Judgment for the proper management of the  
19 Antelope Valley Area of Adjudication’s (“Basin”) water resources. (Judgment § 6.5.)

20 2. The Judgment provides that any person or entity, who is not a Party or successor  
21 to a Party, and who proposes to Produce Groundwater from the Basin to acquire a Production  
22 Right or to otherwise take actions that may affect the Basin’s Groundwater, is required to seek to  
23 become a Party subject to the Judgment through a noticed motion to intervene in this Judgment  
24 following consultation with the Antelope Valley Watermaster (“Watermaster”) Engineer  
25 (“Engineer”) and requesting the Watermaster’s stipulation to the proposed intervention.  
26 (Judgment § 20.9.)

27 3. Joshua Memorial’s Motion to intervene and become a Party to the Judgment is  
28 proper under Sections 6.5, 20.9 and 5.1.10 of the Judgment because Joshua Memorial was an

1 existing producer at the date of entry of the Judgment but was never named, served, defaulted or  
2 otherwise listed under the Judgment. Rather, Joshua Memorial was an existing unknown pumper  
3 for which Judgment Section 5.1.10 specifically provides a process by which a Production Right  
4 under that section may be established.

5 4. Joshua Memorial's intervention in the Judgment is also proper under California  
6 *Code of Civil Procedure* section 387 because it owns property subject to the Judgment, because  
7 intervention is necessary to protect Joshua Memorial's interest in that property and its ability to  
8 produce groundwater in accordance with the Judgment, and because Joshua Memorial's interests  
9 are not adequately represented by existing parties to the Judgment.

10 DATED: October 11, 2019

Respectfully submitted,

GRESHAM SAVAGE NOLAN & TILDEN, PC

11  
12  
13 By:



MICHAEL DUANE DAVIS, ESQ.  
DEREK R. HOFFMAN, ESQ.  
Attorneys for SCI CALIFORNIA FUNERAL  
SERVICES, INC., a California Corporation dba  
JOSHUA MEMORIAL PARK

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 SCI CALIFORNIA FUNERAL SERVICES, INC., a California Corporation dba JOSHUA  
4 MEMORIAL PARK (“Joshua Memorial”), brings this Motion to Intervene (“Motion”) in the  
5 December 23, 2015 Judgment and Physical Solution (“Judgment”) in the above-captioned action,  
6 the Antelope Valley Groundwater Adjudication (“Adjudication”), pursuant to Sections 20.9 and  
7 5.1.10 of the Judgment. Specifically, Joshua Memorial seeks to become a “Non-Stipulating Party”  
8 to the Judgment and seeks an order establishing a Section 5.1.10 Production Right in the amount of  
9 122 acre-feet per year (“AFY”). Section 5.1.10 presciently provides for a non-Party who was an  
10 existing but unknown pumper at the time the Judgment was entered, to obtain a recognized  
11 Production Right. Joshua Memorial has owned, operated and irrigated its cemetery property for  
12 decades, but was never named, served, defaulted or otherwise joined in the Adjudication. Joshua  
13 Memorial has satisfied, if not exceeded, all consultation requirements with the Watermaster, the  
14 Watermaster Engineer and the Watermaster Advisory Committee. By definition in the Judgment,  
15 Joshua Memorial’s production will not result in any Material Injury to the Basin.

16 **II. STATEMENT OF FACTS**

17 **a. Joshua Memorial.**

18 Joshua Memorial is a cemetery and mortuary located at 808 East Lancaster Blvd.,  
19 Lancaster, CA 93535. The approximately forty-acre Joshua Memorial property includes an  
20 approximately twenty-one-acre cemetery, an approximately two-acre mortuary building and  
21 parking lot, a residential home at the southeast corner of the property, a mobile home at the  
22 western side of the property, and approximately sixteen acres of future cemetery grounds.  
23 (Declaration of Christopher Twitchell (“Twitchell Decl.”), ¶ 3; Declaration of Jason Coleman. P.E.  
24 (“Coleman Decl.”), ¶ 3; Declaration of Derek R. Hoffman (“Hoffman Decl.”), ¶ 4, Ex. 1.)

25 Joshua Memorial Park, Inc., a corporation, acquired the property in December 1949 by  
26 grant deed. (Twitchell Decl., ¶ 4; Hoffman Decl., ¶ 5.b., Ex. 2, pp. 8-10.) The groundwater well on  
27 the property is believed to have been developed in approximately the late 1950s, at or near the time  
28 Joshua Memorial began operating; and, has since produced groundwater for irrigation of the

1 cemetery grounds. (Twitchell Decl., ¶ 4.)

2 On April 9, 1997, Joshua Memorial Park, Inc. merged into SCI California Funeral Services,  
3 Inc., (“SCI”) as reflected in the Certificates of Ownership filed with the California Secretary of  
4 State. From April 9, 1997 (approximately two years *prior* to the complaint that initiated the  
5 litigation that became the Adjudication) to December 31, 2016 (approximately one year *after* the  
6 entry of the Judgment), the merged corporate status remained unchanged. During that  
7 approximately twenty-year period, and still today, the agent for service of process for each of the  
8 foregoing entities was publicly available information through the California Secretary of State.  
9 (Hoffman Decl., ¶5.d.-f., Exhibit 2, pp. 21-25.)

10 **b. Joshua Memorial’s Groundwater Production.**

11 Joshua Memorial’s average annual groundwater production is estimated to be 122 AFY.  
12 This figure is based upon an analysis prepared by Luhdorff & Scalmanini Consulting Engineers  
13 (“LSCE Report”), which was submitted to the Watermaster in support of Joshua Memorial’s  
14 below-described groundwater Production Application. (Hoffman Decl., ¶ 4, Exhibit 1, pp. 13-266;  
15 Coleman Decl., ¶ 2.) As described in the LSCE Report, Joshua Memorial uses water for three  
16 primary purposes. The majority use of groundwater from the well is for irrigation of the cemetery  
17 grounds, which includes turf, various trees and shrubs and other vegetation, all supplied by the  
18 groundwater well. The mortuary and a residential home on the property receive municipal water  
19 service and do not rely on water supplied from the well. (Twitchell Decl., ¶ 5; Coleman Decl., ¶ 3.)

20 In April 2018, the groundwater well serving the property ceased operating due to what  
21 appears to be a drop in the groundwater to a level below the well screen. Because the irrigation  
22 well pump was not equipped with a flowmeter or totalizer before the well ceased operating,  
23 production data is not available. Starting in July 2018, in order to maintain the lawns, trees, shrubs  
24 and other landscaped areas, Joshua Memorial obtained a permit from Los Angeles County  
25 Department of Public Works to fill water trucks using nearby fire hydrants, as a temporary source  
26 of water for irrigation. This temporary source of water is not sufficient to meet the irrigation needs  
27 of the property. Joshua Memorial is currently in the permitting process to construct a replacement  
28 groundwater well in conformity with the Judgment and Watermaster Rules and Regulations.

1 (Twitchell Decl., ¶ 6, Exhibit 1; Coleman Decl., ¶ 4.)

2 As described in the LSCE Report, Joshua Memorial’s irrigation system includes the  
3 groundwater well pump, a hydropneumatic tank and irrigation sprinklers and blocks. The LSCE  
4 Report utilized electricity usage data for the groundwater well and an analysis of the Joshua  
5 Memorial system to estimate total Joshua Memorial annual average groundwater production of 122  
6 AFY. This figure does not include groundwater that will be produced for the approximately  
7 sixteen (16) acres of future cemetery grounds. (Coleman Decl., ¶ 5; Hoffman Decl., ¶ 4, Ex. 1.)

8 **c. Joshua Memorial Park’s Status Under the Judgment.**

9 Despite its decades-long ownership of the cemetery and accompanying history of  
10 groundwater production, neither Joshua Memorial nor SCI, was ever named or served or otherwise  
11 joined in the Adjudication. Joshua Memorial is not a “Party” to the Judgment, as defined in  
12 Judgment Section 3.5.27. Neither Joshua Memorial nor SCI is listed as a Defaulting Party in  
13 Exhibit 1 to the Judgment, nor is either listed as a Small Pumper Class Member in Judgment  
14 Exhibit C, nor is either listed as a Willis Class Member in Judgment Appendix A, nor is either  
15 listed among the Non-Appearing Parties in Judgment Exhibits B and D. Watermaster staff has also  
16 confirmed that it has no record of Joshua Memorial being named, served or appearing among the  
17 listed members of the afore-stated groups of Parties. (Twitchell Decl., ¶ 7; Hoffman Decl., ¶ 3.)

18 **d. Judgment Section 5.1.10 Production Rights for Non-Stipulating Parties.**

19 Judgment Section 5.1.10 defines both the eligibility requirements and the process for  
20 obtaining Court approval of a Non-Stipulating Party Production Right. It reads as follows:

21 **“5.1.10. Production Rights Claimed by Non-Stipulating Parties.** Any claim to  
22 a right to Produce Groundwater from the Basin by a Non-Stipulating Party shall  
23 be subject to procedural or legal objection by any Stipulating Party. Should the  
24 Court, after taking evidence, rule that a Non-Stipulating Party has a Production  
25 Right, the Non-Stipulating Party shall be subject to all provisions of this  
26 Judgment, including reduction in Production necessary to implement the Physical  
27 Solution and the requirements to pay assessments, but shall not be entitled to  
28 benefits provided by Stipulation, including but not limited to Carry Over pursuant  
to Paragraph 15 and Transfers pursuant to Paragraph 16. **If the total Production  
by Non-Stipulating Parties is less than seven percent (7%) of the Native Safe  
Yield, such Production will be addressed when Native Safe Yield is reviewed  
pursuant to Paragraph 18.5.9.** If the total Production by Non-Stipulating Parties

1 is greater than seven percent (7%) of the Native Safe Yield, the Watermaster shall  
2 determine whether Production by Non-Stipulating Parties would cause Material  
3 Injury, in which case the Watermaster shall take action to mitigate the Material  
4 Injury, including, but not limited to, imposing a Balance Assessment, provided  
5 however, that the Watermaster shall not recommend any changes to the  
6 allocations under Exhibits 3 and 4 prior to the redetermination of Native Safe  
7 Yield pursuant to Paragraph 18.5.9. In all cases, however, whenever the  
8 Watermaster re-determines the Native Safe Yield pursuant to Paragraph 18.5.9,  
9 the Watermaster shall take action to prevent Native Safe Yield Production from  
10 exceeding the Native Safe Yield on a long-term basis.” (Emphasis added.)

11 **e. Watermaster Stipulation to Joshua Memorial’s Motion to Intervene.**

12 Judgment Section 20.9 requires “any Person who is not a Party (or successor to a Party)  
13 and who proposes to Produce Groundwater from the Basin, to store water, to acquire a Production  
14 Right or to take actions that may affect the Basin’s Groundwater, to seek to become a Party  
15 through a noticed motion to intervene.” Prior to filing a motion to intervene, Section 20.9 requires  
16 a Person seeking a Production Right to consult with the Watermaster Engineer and to seek the  
17 Watermaster’s stipulation to the proposed intervention.

18 On June 12, 2019, Joshua Memorial submitted to the Watermaster, Watermaster Engineer  
19 and Watermaster General Counsel, a 345-page “Production Application” comprising a detailed  
20 letter with supporting evidence and analysis, including the LSCE Report and its accompanying  
21 attachments. (Hoffman Dec., ¶ 4; Exhibit 1.) The Production Application also included a  
22 Replacement Well Application submitted in accordance with the Watermaster Rules and  
23 Regulations, seeking approval pending Joshua Memorial’s obtaining a Production Right through  
24 this Motion. The Production Application was also presented to the Watermaster Advisory  
25 Committee, in accordance with Judgment Section 19.3. Following its review, the Advisory  
26 Committee submitted a short list of questions to the Watermaster Board. On July 11, 2019, Joshua  
27 Memorial submitted a further, 30-page detailed letter responsive to those questions, along with  
28 supporting evidence and analysis, to the Watermaster Board addressing the Advisory Committee  
29 questions. (Hoffman Decl., ¶ 5; Exhibit 2.)

30 At its regular meeting of July 24, 2019, the Watermaster Board unanimously adopted  
31 Resolution No. R-19-21, “*Approving Request for Stipulation to Allow Intervention Into the  
32 Judgment to Obtain a Production Right and for Approval of Replacement Well Application*”

1 Pursuant to the Terms of the Judgment.” (Hoffman Decl., ¶ 6; Exhibit 3.) The Resolution found,  
2 in accordance with the Watermaster General Counsel’s Memorandum of June 13, 2019, that a  
3 Non-Party may seek to intervene and become a Non-Stipulating Party under Section 5.1.10.  
4 (Hoffman Decl., ¶ 7; Exhibit 4.) The Watermaster further found that, conditioned on successful  
5 intervention in the Judgment, all conditions for drilling a replacement well are met under the  
6 Judgment and the Watermaster Rules and Regulations, and that no Material Injury will result from  
7 the proposed application to drill a replacement well. The Watermaster made no findings regarding  
8 the quantity of the Production Right sought by Joshua Memorial, recognizing it to be a matter for  
9 determination by the Court.

10 Intervention is appropriate under the Judgment because Joshua Memorial was an existing  
11 but unknown pumper at the time of entry of the Judgment, has consulted with the Watermaster  
12 Engineer and obtained the Watermaster’s stipulation to Joshua Memorial’s motion to intervene,  
13 and seeks an order of the Court making it an intervenor under Section 5.1.10 and subject to the  
14 Judgment. Joshua Memorial’s intervention will not cause Material Injury to the Basin.

15 **III. ARGUMENT**

16 **a. Joshua Memorial is Not Currently a Party to the Judgment.**

17 Joshua Memorial Park is not currently a “Party” to the Judgment. A “Party” is defined  
18 under Judgment Section 3.5.27 as: “Any Person(s) that has (have) been named and served or  
19 otherwise properly joined, or has (have) become subject to this Judgment and any prior judgments  
20 of this Court in this Action and all their respective heirs, successors-in-interest and assigns...”

21 Joshua Memorial Park has continuously owned and operated the cemetery and produced  
22 groundwater for use on that property for decades, and is not a successor or assignee to a Party.

23 Joshua Memorial Park is also not a “Defaulting Party,” which is defined under Judgment Section  
24 3.5.11 as: “A Party who failed to file a responsive pleading and against which a default judgment  
25 has been entered. A list of Defaulting Parties is attached as Exhibit 1”. (Emphasis added).

26 Judgment Section 1.6 further states in relevant part that: “**All** Parties against which a default  
27 judgment has been entered are identified on Exhibit 1, attached hereto and **incorporated herein**  
28 **by reference.**” (Emphasis added). Joshua Memorial does not appear on any of the Judgment’s



1 lists of Parties, as stated above.

2 The Judgment authorizes a non-Party like Joshua Memorial to become a Party through  
3 intervention as required by Section 20.9, and through that intervention, to be specifically  
4 recognized as a Non-Stipulating Party with a Production Right under Section 5.1.10. The  
5 Watermaster and its General Counsel correctly reached the same conclusion in its Resolution  
6 R-19-21. (Hoffman Dec., ¶ 7, Ex. 4.)

7 **b. Joshua Memorial is Exactly the Type of Producer for Which Judgment Section**  
8 **5.1.10 was Established.**

9 Joshua Memorial fits squarely within the provisions of Judgment Section 5.1.10, which was  
10 established for unknown existing pumpers who were never named, served, defaulted or otherwise  
11 joined in the Adjudication and did not therefore execute a Stipulation for Entry of Judgment but  
12 have a legitimate right to Produce Groundwater subject to approval of the Court. Section 5.1.10  
13 creates a “pool” for such Non-Stipulating Parties equivalent to seven percent (7%) of the Native  
14 Safe Yield, so that they may obtain a recognized Production Right. Notably, unlike Stipulating  
15 Party Production Rights, a Section 5.1.10 Production Right is subject to limitations regarding  
16 Carry Over and Transfers. Unlike “New Production” rights under Judgment Section 18.5.13, a  
17 Non-Stipulating Party may produce up to its Production Right without being required to pay  
18 Replacement Water Assessments.<sup>1</sup>

19 The Public Water Suppliers’ Phase 6 (Judgment “Prove-Up”) Trial Brief (“PWS Trial  
20 Brief”) accurately describes the nature and purpose of Section 5.1.10. It includes a specific section  
21 entitled “Unknown Existing Pumpers,” which states, in pertinent part that: “The Proposed Physical  
22 Solution provides that an amount equal to seven percent of the native safe yield may be allocated  
23 to unknown *existing* pumpers that prove entitlement to water rights at some time in the future  
24 (Proposed Physical Solution, 5.1.10, 18.5.13.)” (emphasis and citations in original.) It continues:  
25 “Dr. Williams will testify that *these provisions provide the Watermaster with flexibility regarding*

26 \_\_\_\_\_  
27 <sup>1</sup> The successful outcome of a Section 5.1.10 hearing is that the Court “...rule[s] that a Non-Stipulating Party has a  
28 Production Right...” A Production Right is defined in Judgment Section 3.5.32 as “The amount of Native Safe  
Yield that may be Produced each Year free of any Replacement Water Assessment and Replacement  
Obligation...”

1 *unknown existing users* to ensure that the Proposed Physical Solution is *implemented fairly and*  
2 *reasonably.*” (emphasis added.) The PWS Trial Brief specifically and appropriately cites Section  
3 5.1.10 as an avenue for existing, unknown pumpers like Joshua Memorial to secure a recognized  
4 Production Right after the entry of Judgment was entered. The provision is intended to provide the  
5 Watermaster (and of course, the Court) with flexibility in fairly and reasonably implementing the  
6 Judgment.

7 **c. Joshua Memorial’s Production Does Not Cause Material Injury to the Basin.**

8 Section 5.1.10 expressly provides that if total Production by Non-Stipulating Parties is less  
9 than seven percent (7%) of the Native Safe Yield, then such Production will be addressed when  
10 Native Safe Yield is reviewed pursuant to Paragraph 18.5.9. It further provides that *only if total*  
11 *Production* by all Non-Stipulating Parties *exceeds* seven percent (7%) of the Native Safe Yield,  
12 *then* the Watermaster Engineer would conduct a Material Injury analysis of that cumulative  
13 production in the 17th year following entry of Judgment (per Judgment Section 18.5.9). In other  
14 words, the Judgment has already established that no Material Injury results from Non-Stipulating  
15 Party Production and no Material Injury analysis is required so long as cumulative Non-Stipulating  
16 Party production remains below the seven percent (7%) threshold.

17 Seven percent of the Native Safe Yield equates to 5,740 AFY.<sup>2</sup> Currently, the only  
18 Production assigned under Section 5.1.10 is that of the “Supporting Landowner Parties,” which  
19 totals just 342.8 AFY<sup>3</sup>—a fraction of one percent of the Native Safe Yield. Assigning a  
20 Non-Stipulating Party Production Right to Joshua Memorial in the amount of 122 AFY would  
21 bring the total “pool” to just 464.8 AFY—still less than one percent of the Native Safe Yield.  
22 Joshua Memorial’s production does not result in a Material Injury to the Basin.

23 **d. Joshua Memorial Park’ Intervention is Necessary and Appropriate.**

24 Joshua Memorial’s intervention is also necessary and appropriate under California *Code of*  
25 *Civil Procedure* section 387. Section 387 provides that a court *shall* permit a nonparty to intervene  
26 in an action or proceeding when that person claims an interest relating to the property that is the

27 \_\_\_\_\_  
28 <sup>2</sup> The Native Safe Yield is 82,300 AFY (Judgment, Section 4.1.). 82,300 AFY x 7% = 5,740 AFY.

<sup>3</sup> The Supporting Landowner Parties’ production is listed on Judgment, p. 2.

1 subject of the action, when the disposition of the action may impair or impede that person's ability  
2 to protect that interest, and when that interest is not adequately represented by an existing party. A  
3 court *may* also permit intervention upon timely application by a nonparty that has an interest in the  
4 subject matter of the litigation that may be affected, when the intervention will not enlarge the  
5 issues in the litigation and when the reasons for the intervention outweigh any opposition by the  
6 parties presently in the action. (Cal. Code Civ. Proc. § 387, subd. (d); *US Ecology, Inc. v. State of*  
7 *California* (2001) 92 Cal.App.4<sup>th</sup> 113, 139; *Timberidge Enterprises, Inc. v. City of Santa Rosa*  
8 (1978) 86 Cal.App.3d 873, 881.)

9 The intervention statute is designed to promote fairness and to ensure maximum  
10 involvement by all responsible, interested and affected parties. (*Mary R. v. B. & R. Corp.* (1983)  
11 149 Cal.App.3d 308, 314.) The statute “should be liberally construed in favor of intervention.”  
12 (*Lindelli v. Town of San Anselmo* (2006) 139 Cal.App.4<sup>th</sup> 1499, 1505.) The Judgment, which  
13 controls, recognizes these principles through Sections 20.9 and 5.1.10, which expressly provide for  
14 intervention *after* entry of the Judgment in order to provide the “Watermaster [and of course, the  
15 Court] with flexibility regarding unknown existing users to ensure that the Proposed Physical  
16 Solution is implemented fairly and reasonably.” (Hoffman Dec., ¶ 4.c., Ex. 1, p. 268 [PWS Trial  
17 Brief, p. 19].)

18 Joshua Memorial’s interests are not now represented by an existing party to the  
19 Judgment. Joshua Memorial’s intervention and the establishment of a Production Right under  
20 Section 5.1.10 is necessary to protect its property interests including its continuing right and  
21 ability to produce groundwater for reasonable and beneficial purposes in accordance with the  
22 Judgment. Joshua Memorial does not seek to modify the Judgment, except to reflect Joshua  
23 Memorial as a Party intervenor to the Judgment, specifically as a Non-Stipulating Party with a  
24 Production Right in the amount of 122 AFY pursuant to Section 5.1.10 of the Judgment.

25 **e. Joshua Memorial Has Complied with the Requirements of the Judgment.**

26 As required by Section 20.9 of the Judgment, Joshua Memorial has consulted with the  
27 Watermaster Engineer and obtained the Watermaster’s stipulation to Joshua Memorial’s proposed  
28 intervention. Joshua Memorial has presented evidence of land ownership, groundwater

1 production, and its status under the Judgment in accordance with Judgment Section 5.1.10. Joshua  
2 Memorial Park served this Motion in accordance with Section 20.7 of the Judgment by e-filing on  
3 the Court's website.

4 **IV. CONCLUSION**

5 Joshua Memorial respectfully requests that this Court grant Joshua Memorial's Motion to  
6 Intervene, specifically as a Non-Stipulating Party, and enter an order establishing a Production  
7 Right for Joshua Memorial in the amount of 122 AFY in accordance with Judgment Section  
8 5.1.10.

9  
10 DATED: October 11, 2019

Respectfully submitted,

GRESHAM SAVAGE NOLAN & TILDEN, PC

11  
12  
13 By: 

MICHAEL DUANE DAVIS, ESQ.  
DEREK R. HOFFMAN, ESQ.  
Attorneys for SCI CALIFORNIA FUNERAL  
SERVICES, INC., a California Corporation dba  
JOSHUA MEMORIAL PARK

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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 East Hospitality Lane, Suite 300, San Bernardino, CA 92408-4205.

On October 11, 2019, I served the foregoing document(s) described **SCI CALIFORNIA FUNERAL SERVICES, INC., A CALIFORNIA CORPORATION DBA JOSHUA MEMORIAL PARK'S NOTICE OF MOTION AND MOTION TO INTERVENE IN JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this action in the following manner:

( X ) **BY ELECTRONIC SERVICE** – I caused such document(s) listed above to be electronically served, via One Legal, to all parties appearing on the Santa Clara County Superior Court website, <http://www.scefiling.org>, in the action of the Antelope Valley Groundwater Cases; proof of electronic-filing through One Legal is then printed and maintained with the original documents in our office. Electronic service is complete at the time of transmission. My electronic notification email address is [dina.snider@greshamsavage.com](mailto:dina.snider@greshamsavage.com),

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

Executed on October 11, 2019 at San Bernardino, California.



DINA M. SNIDER