

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

Coordination Proceeding
Special Title (Rule 1550(b))

ANTELOPE VALLEY GROUNDWATER CASES

Included Actions:

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

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

Wm. Bolthouse Farms, Inc. v. City of Lancaster
Diamond Farming Co. v. City of Lancaster
Diamond Farming Co. v. Palmdale Water Dist.
Superior Court of California, County of Riverside,
consolidated actions, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

Willis v. Los Angeles County Waterworks District
No. 40
Superior Court of California, County of Los
Angeles, Case No. BC 364 553

Wood v. Los Angeles County Waterworks District
No. 40
Superior Court of California, County of Los
Angeles, Case No. BC 391869

Judicial Council Coordination
Proceeding No. 4408

For Court's Use Only:
Santa Clara County Case No.
1-05-CV-049053
(for E-Posting/E-Service
Purposes Only)

Date/Time: Monday, June 13, 2011 (no time)

Department 1

Location: Los Angeles County Superior Court

111 North Hill Street
Los Angeles, CA 90012

Present: Hon. Jack Komar, Judge

M. Godderz, Clerk

*Antelope Valley Groundwater Cases (JCCP 4408)
Los Angeles County Superior Court, Case No. BC 325 201
June 13, 2011 (no time) / Hon. Jack Komar*

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 MINUTE ORDER RE: **CORRESPONDENCE RECEIVED**

The attached document from "a landowner/pumper" has been received by this Court. This matter was not reported.

PARTIES/ATTORNEYS OF RECORD: NO APPEARANCES

City of Lancaster	Douglas Evertz	
County of Los Angeles Waterworks District #40	Jeffrey Dunn	
Richard Wood	Daniel O'Leary Michael McLachlan	
Quartil Water District	Bradley Weeks	
City of Palmdale	Whitney McDonald	
Phelon Pinon Hills CSD	Francis Logan	
U.S. Borax	William Sloan	
Tejon Ranch Corp.	Robert Kuhs	
Antelope Valley Groundwater Agreement Association	Michael Fife	
Los Angeles Waterworks 40	Michael Moore	
Van Dam Antelope Valley Water Storage	Scott Kuney	
Rebecca Willis	Ralph Kalfayan	
Blum Trust	Sheldon Blum	
Palmdale Water District	Thomas Bunn	
United States	James Dubois R. Lee Leininger	
Diamond Farming, et al	Bob Joyce	
Bolthouse Farms	Richard Zimmer	

RECEIVED

JUN 02 2011

JAMS-SAN JOSE

To: The Water Purveyors

From: A landowner / Pumper

Re: Antelope Valley Groundwater Adjudication

Greetings Purveyors:

I am writing today because of a reply letter that was drafted on Feb 22, 2011 by attorney Warren R. Wellen, Principal Deputy County Counsel/Public Works Division, a soldier for Supervisor Atonovich. This reply letter was sent because of a letter a long time Antelope Valley resident family sent to the Supervisor appealing to him to be more prudent in his position toward the Antelope Valley water adjudication.

I continue to draft and mail these letters because it is the landowner's belief that you, the purveyors, are not being told the truth by your attorneys. It is our belief that you are being told you are going to win this case and because of those lies you are not digging further into this case to discover the truth. I know this because many of the purveyors have confidentially told members of our community that you think the Accord is fair and would sign it if not for the pressure you are feeling from your attorneys, who by the way are in bed with Water Works #40 and Supervisor Atonovich.

I have enclosed a copy of this reply letter and next to the fraudulent lies (of which there are many): I have inserted dialog that will shed valuable light on the outright lies you are being fed.

Truth is Water Works #40 and the LA County Board of Supervisors have done a pathetic job in planning for the future and now they are desperate. Water is getting very expensive and because of their dereliction of duty they are willing to lie and cheat to get what they want. I don't think anybody will disagree with me in saying over the past 50 years the supervisors of LA County have done a pitiful job with everything from roads, the environment to water issues. Don't let them destroy our Valley to satisfy the City of LA just so they can keep their jobs.

Sincerely,

A landowner/pumper who's family has lived in the Antelope Valley for many years.



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

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ANDREA SHERIDAN ORDIN
County Counsel

February 22, 2011

*Name removed to protect this
landowners privacy*

**Re: Correspondence Regarding the Antelope Valley
Groundwater Adjudication**

Dear *Name removed to protect this landowners privacy*

Thank you for your letter to Supervisor Antonovich discussing your concerns about the Antelope Valley Groundwater Adjudication ("Adjudication"). Supervisor Antonovich has asked that we respond directly to you.

A Los Angeles County Waterworks District No. 40 ("District") is actively seeking a settlement in the Adjudication that protects the Antelope Valley Groundwater Basin ("Basin") and the water supply for the region. The District is proposing a comprehensive groundwater management plan that will maximize the use of available groundwater and water from other sources with the goal of preventing and reducing further harm to the Basin. There are different sources of water to the Antelope Valley, including groundwater, imported State Water Project water, and recycled water. The total amount of water available from these sources can be used to meet current demand.

B Currently, the Basin is being pumped at a rate of approximately 40,000 acre feet per year greater than the total safe yield of the Basin. We expect the Court to determine the Basin is in overdraft and will order the parties to reduce pumping by 40,000 acre feet per year. Overpumping the Basin has resulted in significant harm, including land subsidence, loss of storage, and degradation of water quality. If overpumping continues, there will be further harm which would likely have a significantly negative impact on the local economy. For example, pumping water from deeper levels results in higher arsenic in the groundwater. The cost to treat the higher arsenic levels is very expensive. Also, the parties pumping groundwater, including private landowners, could potentially face

A LA County is not "seeking a settlement." They are trying to drive a non-factually supported scam down our throats that will destroy the Valley and many thousands of hard working LIFE LONG RESIDENTS with it.

B This is an outright lie. If this were true we would have seen significantly reduced water levels throughout the basin. We have not. The County's attorneys tried to prove this in court but could not because the facts do not support it.

C Good luck with that. Scalmanini, LA County's superstar expert witness was unable to provide evidence supporting this. MORE LIES.

D Again, UNPROVEN. None of the facts could support this.

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landowners privacy

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E liability for damage caused by continued subsidence. Another example of harm from overpumping is that it could hamper development by making it difficult for developers to demonstrate the proposed developments have a reliable source of water.

F The District believes that if certain infrastructure is constructed and a reasonable water management plan is followed, the use of imported water and recycled water can increase by approximately 40,000 acre feet per year. This would allow pumping to remain constant and the Basin could be balanced based on current demand for water. Thus, it is feasible that the Basin could be balanced and landowners would not have to reduce pumping significantly in the short run.

In the long run, it is likely that demand will increase. This increased demand will have to be met by increasing the use of imported water and recycled water, and conservation efforts, including decreasing groundwater pumping.

G The Accord is not acceptable to many parties in the Adjudication including the District, the United States, the Antelope Valley East Kern Water Agency, the City of Palmdale, the City of Los Angeles Department of Water and Power, Littlerock Creek Water District, Palm Ranch Irrigation District, North Edwards Water District, and Desert Lakes Community Services District. **H** Under the law, the Court must approve any settlement in this case and it is highly unlikely that the Court would approve the Accord. There are many legal and technical problems with the Accord. Those problems include the following:

1. The Accord does not comply with the Federal McCarran Amendment which requires that the Adjudication comprehensively determine the water rights of all property owners.

I 2. The Accord violates California law by allowing continued overdrafting of the water resources of the Basin.

J 3. The Accord would hamper development because its provisions would allow for overdrafting which would prevent agencies from being able to approve water supply assessments, and would require a finding of a significant impact on the environment under the California Environmental Quality Act for any project that proposes new groundwater pumping.

K 4. The Accord caps return flows (imported water that eventually percolates into the groundwater supply) at 10-15 percent when the best scientific evidence show the percentages are much higher.

E Water Works #40's plan will make it impossible to develop and will throw the economy of the Valley into a depression for decades.

F This is LA County's way of getting the taxpayers to pay for their years of mismanagement and their inability to create a long term water plan. If they had been doing a good job for all these years does anybody really think they would be where they are today? \$28,000,000,000 in the red. No long term water plan. Roads that suck. School lunches that can't pass basic health guidelines. Public housing my dog would not live in. Meanwhile Antonovich and his ilk get richer and more powerful every year.

G Yes, but Water Works #40 forgets to mention parties representing 83% of the ground water pumping in the Valley, including City of Rosamond and City of Lancaster HAVE agreed to sign the Accord. Palmdale Water AND Quartz Hill Water were supporting the Accord prior to the Phase 3 Trial until they were pressured to sit on the side of Water Works from pressure they received from the County. We believe they were told lies about the facts, misled on the strength of the County's case, told the Landowners case was weak and that the County would prevail. Early on, Palmdale Water and Quartz Hill knew in their hearts the Accord was fair.

H Yes, the court must approve a settlement. Why does Supervisor Antonovich think LA County will prevail especially when they can't prove anything they say? Everyone involved with this case knows they are lying.

I LIE! Unproven. Water Works attorneys were not able to prove this in court. They failed at this because their facts are untrue. More lies.

J LIE! There is no proof overdraft is present. Water Works #40 attorneys failed here too. There are terms in the Accord to prevent overdrafting in the future.

K LIE! Again, Water Works #40 attorneys failed to prove this. Besides, any kid who has ever chased frogs in his grandmothers reservoir knows that a jackhammer couldn't penetrate some of that dirt. I've dug fence posts just hours after a major rain storm and had trouble getting past 6 inches!

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5. The Accord deprives the District and other importers of their rights to return flows. By forcing the public water agencies to give up the well established right to return flows, the Accord would likely force public water agencies to import greater amounts of water and raise their rates in order to pay for the increased cost.

L

6. No valid scientific evidence exists that supports the Accord's proposal to continue pumping at 150,000 acre feet per year for the next 10 years.

M

7. The level of pumping proposed by the Accord would continue to harm the Basin.

N

8. The Accord provides for no decrease in pumping below 150,000 acre feet until the safe yield of the Basin is redetermined, which could be many years after the redetermination process begins in 10 years.

O

9. The mandatory redetermination of total sustainable yield proposed by the Accord is inconsistent with management actions to protect the Basin and will encourage endless litigation that drains public funds, and hampers development and planning.

P

10. The Accord is seemingly designed to benefit certain landowners at the expense of the Basin and the hundreds of thousands of customers of the public water suppliers.

Q

On January 4, 2011, the Court commenced a trial phase to determine the safe yield of the Basin and whether it is in overdraft. If the Court determines the Basin is in overdraft, it will be able to issue orders regarding rights to the groundwater and a water management plan known as a "physical solution." California law requires the Court to protect the public interest in the Basin. We expect the Court to carefully consider all evidence and make a well-reasoned ruling. We expect the Court to determine the Basin is in overdraft and that the total safe yield of the Basin is 110,000 acre feet per year.

R

We are sorry to hear that hiring an attorney has been a financial burden on you. The District has also incurred significant litigation costs. The consolidated groundwater cases began in 1999 and 2001, when local agricultural interests filed lawsuits against the District and several other public water suppliers, seeking to limit municipal water suppliers from pumping groundwater needed for area residents. Most Antelope Valley residents depend on these public water suppliers for their water.

S

COME ON! HOW DID THEY KNOW?

L
LA County's inability to plan and lack of common sense is forcing them to raise rates and import water, not the Accord.

M
LA County states a need for us to provide "valid scientific evidence?" WHERE IS YOURS! The Accord is based on significant scientific evidence. It is well known LA County's assessment of 110,000 acre feet was fabricated by paid consultants. 150,000 acre feet per year is a great starting point. Directly in the middle of what LA County and the Landowners want. 10 years will give everyone the time needed to agree on a precise and correct way to gage the health of the Valley. We can agree now to follow that outcome.

N
LIE! LA County's ignorance and inability to create a comprehensive long term water plan has gotten everyone into this mess.

O
Not true. The Accord is flexible.

P
You must be kidding me! LA County certainly doesn't need the Accord to help them "drain public funds or hamper development." The County does a fine job of that on their own.

Q
What land owners are you speaking of? The thousands of family members who settled the Antelope Valley over a century ago? The families who built this Valley with hard work, sheep and alfalfa? The ones who made it thru the Depression on their own with no help from LA County who now wants to destroy our way of life? *There is a special place in Hell for you Supervisor Antonovich.*

R
We also expect the court to "carefully consider all the evidence." And when they do and they see thru all of the County's lies, the court will NOT rule in the County's favor.

S
Don't worry, we have plenty of money to continue fighting you.

Name removed to protect this
landowners privacy

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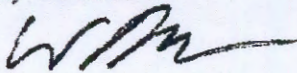
Around 2004, the Federal Government, which is by far the largest landowner in the basin, intervened in the lawsuit. The Federal Government demanded that, consistent with the federal law, the adjudication of water rights must be comprehensive so that all parties with an interest in the groundwater are included in the lawsuit. The Judge then ordered the District to file and serve a cross-complaint on all interested parties. The intervention of the Federal Government has complicated this matter significantly and increased litigation costs for all parties.

For years the District has sought to resolve the Adjudication by participating in many mediations and settlement discussions. As soon as the current phase of the trial is finished, the District proposes to engage in mediation with all willing parties with the hope of reaching a global settlement. We are hopeful that all parties will participate in good faith and that a fair and equitable global settlement can be reached which protects the public interest in the water supply and helps the local economy.

Very truly yours,

ANDREA SHERIDAN ORDIN
County Counsel

By



WARREN R. WELLEN
Principal Deputy County Counsel
Public Works Division

WRW:gm

ACTION!

Purveyors, make the call today. Dig deeper and find out the truth. Your attorneys are not telling you the truth about this case. Call them. Find out for yourself. It is your duty to protect your agencies and finding out the truth is a good start.

Thank you for your time.

HOA.755811.2

T Not true. Water Works #40 could end it all right now by being more reasonable and agreeing to work with the Landowners and not try to force an unfair settlement down our throats.

U The County knows nothing about acting in good faith. Your continuous lies border on fraud. Almost everyone associated with this case (except Water Works #40) agree the Accord is fair and would sign it immediately if not for pressure from Supervisor Antonovich. Mr. Wellen, my reason for writing these letters to everyone involved with this case is to make sure the purveyors you represent are aware of the lies you are trying to push thru the court, are aware that your attorneys are not that smart and that there is a very good chance you Mr. Wellen will not win this case. I want the purveyors to know how poorly they are being represented and **THEY SHOULD CALL EVERYONE THEY ARE PAYING AND DEMAND AN ANSWER TO EVERY ISSUE I HAVE BROUGHT UP IN THIS LETTER.**

JAMS-SAN JOSE
JUN 02 2011
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THE HONORABLE JACK KOMAR
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