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8 **Attorneys for:** B.J. Calandri, John Calandri, John Calandri as Trustee of the John and B.J. Calandri  
9 2001 Trust, Forrest G. Godde, Forrest G. Godde as Trustee of the Forrest G. Godde Trust, Lawrence  
10 A. Godde, Lawrence A. Godde and Godde Trust, Kootenai Properties, Inc., Gailen Kyle, Gailen  
11 Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee of the Kyle Family  
12 Trust, Julia Kyle, Wanda E. Kyle, Eugene B. Nebeker, R and M Ranch, Inc., Edgar C. Ritter Paula  
13 E. Ritter, Paula E. Ritter as Trustee of the Ritter Family Trust, Trust, Hines Family Trust , Malloy  
14 Family Partners, Consolidated Rock Products, Calmat Land Company, Marygrace H. Santoro as  
15 Trustee for the Marygrace H. Santoro Rev Trust, Marygrace H. Santoro, Helen Stathatos, Savas  
16 Stathatos, Savas Stathatos as Trustee for the Stathatos Family Trust, Dennis L. & Marjorie E.  
17 Groven Trust, Scott S. & Kay B. Harter, Habod Javadi, Eugene V., Beverly A., & Paul S. Kindig,  
18 Paul S. & Sharon R. Kindig, Jose Maritorena Living Trust, Richard H. Miner, Jeffrey L. & Nancee J.  
19 Siebert, Barry S. Munz, Terry A. Munz and Kathleen M. Munz, Beverly Tobias, Leo L. Simi, White  
20 Fence Farms Mutual Water Co. No. 3., William R. Barnes & Eldora M. Barnes Family Trust of  
21 1989, Del Sur Ranch, LLC, Healy Enterprises, Inc., John and Adrienne Reca, Sahara Nursery, Sal  
22 and Connie L. Cardile, Gene T. Bahlman, **collectively known as the Antelope Valley Ground  
23 Water Agreement Association ("AGWA")**

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 FOR THE COUNTY OF SANTA CLARA

17 ANTELOPE VALLEY  
18 GROUNDWATER CASES

19 Included Actions:

20 Los Angeles County Waterworks District No.  
21 40 v. Diamond Farming Co. Superior Court of  
22 California County of Los Angeles, Case No. BC  
23 325 201 Los Angeles County Waterworks  
24 District No. 40 v. Diamond Farming Co.  
25 Superior Court of California, County of Kern,  
26 Case No. S-1500-CV-254-348Wm. Bolthouse  
27 Farms, Inc. v. City of Lancaster Diamond  
28 Farming Co. v. City of Lancaster Diamond  
Farming Co. v. Palmdale Water Dist. Superior  
Court of California, County of Riverside,  
consolidated actions, Case No. RIC 353 840,  
RIC 344 436, RIC 344 668

Judicial Council Coordination Proceeding  
No. 4408

**Santa Clara Case No. 1-05-CV-049053**  
Assigned to The Honorable Jack Komar

**JOINDER IN MOTION FOR  
APPOINTMENT OF EXPERT**

**Date: March 5, 2009**  
**Time: 9:00 AM**  
**Department: Los Angeles County Superior  
Court, Dept. 1**

1 The Antelope Valley Groundwater Agreement Association (“AGWA”) hereby joins in  
2 Richard Wood’s Motion for Appointment of Expert.

3 The nature of a groundwater adjudication requires that any party – in order to defend its  
4 rights to groundwater – have expert assistance to address the technical matters that arise. The Court  
5 has ordered that the next phase of trial include a determination as to the Basin’s safe yield and  
6 whether the Basin has been or is in an overdraft condition. For better or for worse, these are  
7 determinations that cannot be made without the assistance of experts. The Small Pumpers Class  
8 cannot defend its members’ interests without the assistance of an expert, and the Class’ participation  
9 in further trial phases without expert assistance would raise serious questions of whether the due  
10 process rights of class members had been violated.

11 The Court’s refusal to appoint an expert, as requested by the Small Pumpers Class, will only  
12 aid the purveyors in attempting to spend the private landowner parties out of this case. The  
13 adjudication process itself is manifestly unjust – public entities with comparatively unlimited  
14 resources forcing private landowners to pay high sums to defend themselves, while using funds paid  
15 to them – through rates or taxes – by those same landowners to prosecute their own case. (See  
16 Diamond Farming Company Case Management Statement, dated May 20, 2008 [“Diamond Farming  
17 Company has already spent in attorneys fees and litigation cost more than the total value of all real  
18 property it owns in fee within the boundaries of the adjudication area by a sum in the  
19 multiples...after nine (9) years of litigation it is rapidly concluding that it cannot afford to be  
20 right”].) Without the Court’s appointment of an expert to represent the interests of the Class, the  
21 Purveyors will be able to continue to drag this process along until private landowners can no longer  
22 afford to defend their interests.

23 Further, due process considerations demand that any expert appointed by the Court to work  
24 on behalf of the Small Pumpers Class not be limited by an artificial budget, but be free to conduct  
25 the analyses necessary for the Class to properly participate and defend the rights of its members.  
26 Throughout this case, AGWA and other parties have raised concerns as to whether the Class Action  
27 process will afford class members the requisite due process to which they are entitled. The  
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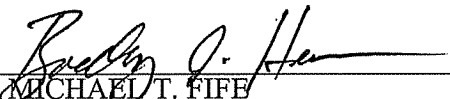
1 appointment of an expert to assist the Class without allowing the expert to do the analyses necessary  
2 to protect the interests of the Class members would be of no greater benefit than not appointing an  
3 expert at all.

4 AGWA also notes that there is no real functional difference between the Small Pumpers  
5 Class and the members of AGWA with regard to the hardships and expenses associated with this  
6 litigation. At a time of severe economic difficulties, the private individuals that compose AGWA  
7 are being forced by the Purveyors to spend money they cannot afford in order to defend small family  
8 farms that have been in existence for generations. (See July 30, 2008 Letter of Julie Barnes to  
9 Michael T. Fife, attached.) The members of AGWA also must hire an expert in order to defend their  
10 rights. However, even if these costs were recoverable at the end of the litigation, the mere  
11 uncertainty associated with the process leaves the great majority of the landowner defendants unable  
12 to adequately defend themselves in this lawsuit. The unjust nature of the process, which as  
13 described above may amount to an actual substantive denial of due process, existed before the  
14 current economic crisis. The last few months have only made matters worse.

15 Thus, while AGWA joins in the Small Pumpers Class request for the appointment of an  
16 expert, AGWA also asks the Court to make a similar appointment with regard to AGWA.

17  
18 Dated: February 18, 2009

**BROWNSTEIN HYATT FARBER  
SCHRECK, LLP**

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20  
21 By:   
22 MICHAEL T. FIFE  
23 BRADLEY J. HERREMA  
24 ATTORNEYS FOR AGWA  
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27  
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39804 Golfers Drive  
Palmdale, CA 93551  
July 30, 2008  
661-266-3430

Brownstein/Hyatt/Faber/Schreck  
21 East Carillo Street  
Santa Barbara , CA 93102

Dear Mr. Michael Fife,

I am writing in regard to your work on matter #007966-001, the water adjudication case in the Antelope Valley,

After receiving significant bills to our family farm, the R&M Ranch, it became clear that I needed to put a face with the situation to help you to better understand what this case means to the people of the Antelope Valley.

My grandfather and father carved our family ranch out of the bare desert in the early 1950's. It is owned by my parents, who are in their seventies, my four siblings, and me. The ranch makes about \$45,000 per year by leasing the land out to another farmer, as a heart attack caused my father to have to quit farming. All of that money goes to taxes, utilities, and your company. We go in the red significantly each year.

My parents are living on social security. That is all, as he has retired from his part-time job as a minister because of health reasons. They have no retirement account because the ranch was supposed to supply that money. Now the ranch is in debt over \$300,000. We are having to borrow from my sister's retirement account to pay our bills to you.

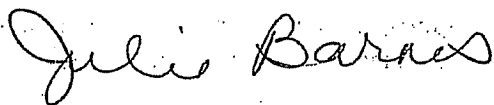
My husband is a first grade teacher here in the Antelope Valley. We have worked for over twenty years to pay off our home. We have never owned a new car, and my three children know that we don't buy anything unless I have a coupon.

We have heard that your firm is the best in water issues. This is encouraging to us, as our whole future is tied up in this case. If we lose our water rights, our land becomes worthless. We have no choice to be a part of this lawsuit, as you well know.

My goals in writing this letter are these: please be very thoughtful and consider your clients with your billing. We are not a huge company that can raise prices or cut employees if costs go up. We are farmers with very, very limited incomes who are in a dire situation.

Second, please do all you can to end this suit *quickly*. Please don't let the water companies who are suing us bankrupt us in order to get our water rights.

With thanks for your help,



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**PROOF OF SERVICE**

**STATE OF CALIFORNIA,  
COUNTY OF SANTA BARBARA**

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action; my business address is: 21 E. Carrillo Street, Santa Barbara, California 93101.

On February 18, 2009, I served the foregoing document described as:

**JOINDER IN MOTION FOR APPOINTMENT OF EXPERT**

on the interested parties in this action.

By posting it on the website at 4:45 p.m./a.m. on February 18, 2009.  
This posting was reported as complete and without error.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed in Santa Barbara, California, on February 18, 2009.

*Maria Khlachko*

\_\_\_\_\_  
TYPE OR PRINT NAME



\_\_\_\_\_  
SIGNATURE