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7 of the Kyle Trust (Doe 98), James W. Kyle (Doe 99), James W. Kyle as Trustee of the Kyle Family  
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8 and M Ranch (Doe 131), Edgar C. Ritter (Doe 136), Paula E. Ritter (Doe 137), Paula E. Ritter as  
Trustee of the Ritter Family Trust (Doe 138), **collectively known as the Antelope Valley Ground**  
9 **Water Agreement Association ("AGWA")**

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SANTA CLARA**

12  
13 **ANTELOPE VALLEY**  
**GROUNDWATER CASES**

14 Included Actions:

15 Los Angeles County Waterworks District No.  
16 40 v. Diamond Farming Co.Superior Court of  
CaliforniaCounty of Los Angeles, Case No. BC  
17 325 201Los Angeles County Waterworks  
District No. 40 v. Diamond Farming  
18 Co.Superior Court of California, County of  
Kern,Case No. S-1500-CV-254-348Wm.  
19 Bolthouse Farms, Inc. v. City of  
20 LancasterDiamond Farming Co. v. City of  
21 LancasterDiamond Farming Co. v. Palmdale  
Water Dist.Superior Court of California, County  
22 of Riverside, consolidated actions, Case  
Nos.RIC 353 840, RIC 344 436, RIC 344 668  
23

Judicial Council Coordination Proceeding No.  
4408

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

**CASE MANAGEMENT CONFERENCE  
STATEMENT**

Date: February 17, 2006  
Time: 9:00 A.M.  
Dept: 17

24 At the December 2, 2005 Case Management Conference, the Court directed the parties to  
25 prepare statements for the February 17, 2005 CMC that provide an indication of the anticipated  
26 issues in this case as well as an assessment of logistical issues such as burdens of proof. The  
27 following CMC Statement is submitted in compliance with this direction.  
28

1 This case presents a unique circumstance since it involves the coordination of cases that have  
2 already been litigated for several years. Thus, the identification of issues involves not just  
3 substantive issues, but also issues that arise from the procedural posture of the case. In fact, at this  
4 time, the procedural issues are perhaps of more significance than the substantive issues.  
5

6 **I. The Antelope Valley Community Requires an Expeditious Resolution of This**  
7 **Adjudication**

8 The substantive issues in this case have long ago been identified and discussed at length  
9 among the parties. Extensive settlement negotiations have already occurred. Some parties have  
10 drafted comprehensive settlement proposals, and over a year ago many of the parties executed a term  
11 sheet that broadly identified a plan for settlement of the case.  
12

13 This is significant because this case is by no means in its beginning stages; this case has gone  
14 on too long already. The water resource problems in the Antelope Valley have remained without a  
15 solution for years, while opportunities that would help in the development of a physical solution –  
16 such as infrastructure funding and one of the wettest winters in decades – have passed by.  
17 Meanwhile, economic growth in the Antelope Valley is being inhibited by the uncertainty  
18 concerning physical supply of water, as well as by the uncertainty that has been caused by the  
19 existence of this lawsuit.  
20

21 The community urgently needs a solution in a short time frame. As described above,  
22 comprehensive settlement proposals have already been presented by some parties – there is nothing  
23 standing in the way of the parties settling the case except their own willingness to do so. On the  
24 other hand, if the case is not going to settle, then it should move on to trial expeditiously: a trial date  
25 should be set by the Court for a time certain within the next six months. Given the advanced stage of  
26 development of the issues between the parties, there is no need for this trial to be phased.  
27  
28

1                   **II. The Adjudication Can be Phased to Produce an Expedious Resolution**

2                   However, if the Court is inclined to adopt a phased approach to the trial of this case, then  
3 AGWA recommends the following:

4                                   **Phase 1 – Basin Boundaries**

5                   The standard first phase in groundwater adjudications is the determination of Basin  
6 boundaries. It is not necessary for all of the landowner parties to be named and served in order for  
7 this phase to commence, since one of the purposes of determining the Basin boundaries is to  
8 establish who are the parties that need to be named and served. If the Court believes that a phased  
9 approach is the best way to proceed, then a determination of Basin boundaries should be the first  
10 phase, and this phase should be set for hearing immediately.

11                   The previous lawsuits from Riverside County already began trial on the issue of Basin  
12 boundaries. The parties conducted technical analyses and numerous depositions. Apparently, those  
13 parties felt they had completed sufficient work to be able to go to trial on the Basin boundaries issue.  
14 AGWA is satisfied with the status of the pre-trial process on this issue, and would consent to a  
15 hearing date within the next 60 days.

16                   Once the Basin has been defined, a complete list of the relevant parties can be established  
17 and service of process can be completed. At the December 2, 2005 CMC, the Court indicated a  
18 willingness to allow the landowner parties time to coordinate and organize before being required to  
19 file initial pleadings responsive to the complaints. Since a complete determination of the universe of  
20 landowner parties will not be established until the conclusion of the Basin boundaries determination,  
21 the landowner parties as a whole should not be required to file responsive pleadings until this point.

22                                   **Phase II – Self Help**

23                   The most reasonable second phase for the litigation would concern the degree of self help  
24 that has been exercised by the overlying landowners and the legal effect of such self help with

1 respect to overdraft and any potential claims of prescription. If the gross quantity of pumping by the  
2 landowners has been at or near the safe yield of the Basin, then it is possible that the central issue of  
3 prescription loses much of its impact with respect to development of a physical solution. The issue  
4 of self help may be a threshold issue which will make the ultimate resolution of the case fairly  
5 simple and direct; it is possible that at the end of this phase, most of the issues in the case will be  
6 resolved.  
7

8 Since it will be possible to make the determination of the gross quantity of self help by all  
9 landowners simply on the basis of the aggregate overlying water use in comparison to the safe yield  
10 of the Basin, this issue can be set for hearing expeditiously. AGWA recommends that this hearing be  
11 scheduled for 90 days following the hearing on the Basin boundaries issue.


12 **III. Conclusion**

13 While this adjudication is just beginning in front of this Court, the lawsuits that compose the  
14 adjudication, and the problems associated with those lawsuits, have already gone on for too long.

15 There are no unusual problems in the Antelope Valley that are not at issue in every other  
16 adjudication in the State – the solutions are clear and it should be the singular goal of every party to  
17 move toward implementation of a physical solution for the Valley, rather than get mired in years of  
18 litigation.  
19  
20

21  
22  
23 Dated: January 13, 2006

HATCH & PARENT, A LAW CORPORATION

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25   
By: \_\_\_\_\_

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PROOF OF SERVICE

STATE OF CALIFORNIA )  
  ) ss  
COUNTY OF SANTA )  
BARBARA  )

I am employed by Hatch & Parent 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 East Carrillo Street, Santa Barbara, CA 93101. On January 13, 2006, I served the within documents:

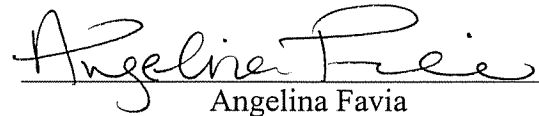
CASE MANAGEMENT CONFERENCE STATEMENT

- By sending an electronic copy to the party's e-mail address listed on the attached service list at 4 p.m. on January 13, 2006. This electronic transmission was reported as complete and without error.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Barbara, addressed as set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, picked up by or delivered to an overnight deliver service in Santa Barbara, addressed as set forth below.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than on day after the date of deposit for mailing in affidavit.

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

Executed on January 13, 2006, at Santa Barbara, California.

  
Angelina Favia

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