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9 Family Trust of 1989, Thomas M. Bookman, B.J. Calandri, John Calandri, John Calandri as Trustee  
10 of the John and B.J. Calandri 2001 Trust, Son Rise Farms, Calmat Land Company, Sal and Connie  
11 L. Cardile, Efren and Luz Chavez, Consolidated Rock Products, Del Sur Ranch LLC, Steven Godde  
12 as Trustee of the Forrest G. Godde Trust, Lawrence A. Godde, Lawrence A. Godde and Godde  
13 Trust, Robert and Phillip Gorrindo, Gorrindo Family Trust, Laura Griffin, Healy Farms, Healy  
14 Enterprises, Inc., Habor Javadi, Juniper Hills Water Group, Eugene V., Beverly A., & Paul S.  
15 Kindig, Paul S. & Sharon R. Kindig, Kootenai Properties, Inc., Gailen Kyle, Gailen Kyle as Trustee  
16 of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee of the Kyle Family Trust, Julia Kyle,  
17 Wanda E. Kyle, Maritorea Living Trust, Jose and Marie Maritorea, Richard H. Miner, Barry S.  
18 Munz, Terry A. Munz and Kathleen M. Munz, Eugene B. Nebeker, R and M Ranch, Inc., Richard  
19 and Michael Nelson, Robert Jones, John and Adrienne Reca, Edgar C. Ritter, Paula E. Ritter, Paula  
20 E. Ritter as Trustee of the Ritter Family Trust, Sahara Nursery, Mabel Selak, Jeffrey L. & Nancee J.  
21 Siebert, Dr. Samuel Kremen, Tierra Bonita Ranch Company, Beverly Tobias, Triple M Property  
22 FKA and 3M Property Investment Co., Vulcan Materials Co. and Vulcan Lands Inc., Willow  
23 Springs Company, Donna and Nina Wilson, Ramin Zomorodi, Genz Development and Castle Ranch  
24 Estate, **collectively known as the Antelope Valley Ground Water Agreement Association**  
25 **(“AGWA”)**

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF LOS ANGELES**

18 **ANTELOPE VALLEY** )  
19 **GROUNDWATER CASES** )  
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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 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

**CASE MANAGEMENT STATEMENT**

**Date: February 14, 2012**  
**Time: 9:00 am**  
**Room: 1515**

1 The Antelope Valley Groundwater Agreement Association (“AGWA”) provides this case  
2 management statement as to its position on the need for and the possible issues to be addressed in a  
3 Phase 4 trial.

4 The vast majority of the parties are participating in the settlement negotiations. Settlement  
5 discussions most recently took place on January 25 and 26 with Justice Robie in Sacramento, and  
6 Justice Robie has scheduled further negotiations for February 29. These negotiations are very close  
7 to a resolution of the most critical settlement issue – the allocation of safe yield. For this reason,  
8 AGWA does not believe the setting of a further phase of trial at this time would be productive, as it  
9 would divert attention and resources from finalizing a settlement of the case. AGWA believes that  
10 another case management conference should be scheduled sometime after the February 29  
11 mediation.

12 If the Court believes it necessary to set a further phase of trial at this time, AGWA requests  
13 that the Court designate such phase to address the discrete technical issue of the quantification of  
14 return flows from imported water, and the amount that is therefore available to be pumped from the  
15 Basin based on these return flows. During the Phase 3 trial, some parties asserted that return flows  
16 from imported water constitute as much as a quarter of the total safe yield, while other parties  
17 asserted that the amount is much less than this. This issue also involves addressing certain water  
18 quality issues as some parties assert that a right to pump potable water should exist based on return  
19 flows even though those return flows have the effect of harming water quality and thus removing  
20 Basin water from potable use.

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1           These are discrete technical issues that are an outgrowth of Phase 3, the resolution of which  
2 could have a substantial impact on the settlement discussions regarding the allocation of safe yield.  
3 AGWA believes that the resolution of these issues alone could eliminate any remaining barriers to  
4 settlement.

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6 Dated: January 30, 2012

BROWNSTEIN HYATT FARBER SCHRECK, LLP



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8 By: \_\_\_\_\_  
9       MICHAEL T. FIFE  
10       BRADLEY J. HERREMA  
11       ATTORNEYS FOR AGWA

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