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6

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**  
10

11 Coordination Proceeding,  
Special Title (Rule 1550(b))  
12

LASC Case No.: BC 325201

Judicial Council Coordination  
Proceeding No. 4408

13 **ANTELOPE VALLEY GROUNDWATER**  
14 **CASES**

Assigned to the Hon. Jack Komar, Judge of the  
Santa Clara Superior Court

Santa Clara Court Case No. 1-05-CV-049053

15  
16 **NOTICE OF MOTION AND MOTION**  
17 **FOR ORDER INTERPRETING THE**  
18 **JUDGMENT REGARDING PRE-**  
19 **RAMPDOWN PRODUCTION AND**  
20 **CARRY OVER WATER RIGHTS;**  
**DECLARATIONS OF CRAIG PARTON &**  
**PHYLLIS STANIN; EXHIBITS A-C**

Date: January 31, 2018 (Reserved)

Time: 9:00 a.m.

Dept: Room 222

21  
22  
23  
24 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

25 **PLEASE TAKE NOTICE** that on January 31, 2018, at 9:00 a.m., or as soon thereafter as  
26 the matter may be heard, at 111 North Hill Street, Los Angeles, California, in Room 222, the  
27 Antelope Valley Watermaster (or "Moving Party") will and hereby does move for an order of the  
28 Court interpreting two provisions of the Judgment and Physical Solution of this Court entered on

1 December 28, 2015 (“Judgment”) pertaining to the right to pre-rampdown production and the  
2 right to carry over water.

3 Specifically, the Watermaster cannot fulfill its urgent legal obligation under the Judgment  
4 to act unanimously to approve rules and regulations subject to the required adoption by this Court  
5 (Judgment, Section 18.4.2) as to these two issues unless this Court first makes a determination  
6 concerning the following interpretive issues in the Judgment:

7 1. Whether or not only those Parties listed on Exhibit 4 to the Judgment have a pre-  
8 rampdown production right other than their production right; and

9 2. Whether or not the right to carry over water under the Judgment applies during the  
10 rampdown period to production that exceeds a party’s production right (or right to imported water  
11 return flows or right to in lieu production) but is less than any pre-rampdown production right a  
12 party may have.

13 The position of the Antelope Valley Watermaster was created by the Judgment and  
14 appointed by this Court (Section 18.1.1) and the Watermaster has an interest in the subject matter  
15 of the Judgment and is ‘subject to’ the terms of the Judgment, and therefore is a “party” pursuant  
16 to the terms of the Judgment (Judgment, Section 3.5.27) with standing to bring this motion.

17 The Moving Party brings this motion pursuant to California Code of Civil Procedure  
18 section 664.6 and Section 6.5 of the Judgment which explicitly provides for this Court’s  
19 continuing jurisdiction, and full power and authority, “to make such further or supplemental order  
20 or directions as may be necessary or appropriate to interpret, enforce, administer or carry out this  
21 Judgment and to provide for such other matters as are not contemplated by this Judgment and  
22 which might occur in the future, and which if not provided for would defeat the purpose of this  
23 Judgment.”

24 This motion is based upon this notice, the memorandum of points and authorities in  
25 support thereof, the Declarations of Craig A. Parton (General Counsel to the Watermaster) and  
26 Phyllis Stanin (Watermaster Engineer), Exhibits A-C, and the various documents attached hereto,  
27 and all pleadings, documents and evidence on file in this action and on such oral and documentary  
28 evidence as may be presented at the hearing on this motion, and on other matters as are properly

1 before the Court.

2 Dated: January 2, 2018

PRICE, POSTEL & PARMA LLP

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By: Craig A. Parton  
CRAIG A. PARTON  
Attorneys for  
Antelope Valley Watermaster

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 The Antelope Valley Groundwater Adjudication (“Adjudication”) and its resulting  
4 Judgment and Physical Solution<sup>1</sup> (“Judgment”) ended over 15 years of litigation involving  
5 thousands of parties and spanning multiple phases of trial. That Judgment empowered this Court  
6 to appoint a Watermaster to administer the terms of the Judgment subject to this Court’s  
7 continuing jurisdiction (Ex. A--Judgment, Sections 6.5 and 18.1.1). To date the Watermaster has  
8 diligently functioned by a required unanimous consent to select a Watermaster Engineer (Section  
9 18.4.1), to prepare and unanimously approve its 2016 Annual Report for submittal to the Court on  
10 August 1, 2017 (Section 18.5.17), and to unanimously approve, and then obtain on November 28,  
11 2017, this Court’s adoption of rules and regulations relating to metering requirements.

12 On November 15, 2017 the Watermaster’s five member governing Board voted  
13 unanimously (as required to do so under Section 18.1.2.3 of the Judgment) to select and retain  
14 General Counsel. On December 6, 2017, the Watermaster Board again voted unanimously to  
15 direct its General Counsel to seek an order of this Court resolving a conflict in the interpretation  
16 of two critical issues in the Judgment on which the Board must unanimously approve rules and  
17 regulations for adoption by this Court under the terms of the Judgment but on which unanimous  
18 consent is not possible without this Court’s interpretive guidance. Those two issues are:

- 19 (1) Whether or not only those Parties<sup>2</sup> listed on Exhibit 4 to the Judgment have Pre-  
20 Rampdown Production rights other than their Production Rights; and  
21 (2) Whether or not the right to Carry Over water under the Judgment applies during  
22 the Rampdown Period to Production that exceeds a Party’s Production Right (or right to Imported  
23 Water Return Flows or right to In Lieu Production) but is less than any Pre-Rampdown  
24 Production right a Party may have.

25 \_\_\_\_\_  
26 <sup>1</sup> The Notice of Entry of Judgment was filed on December 28, 2015 and included as Exhibits the Court’s Judgment  
27 executed on December 23, 2015, as well as all Exhibits to that Judgment, including but not limited to, the [Proposed]  
28 Judgment and Physical Solution adopted by the Court (“Physical Solution”). Unless specifically noted otherwise, all  
references made herein to the “Judgment” are intended to include the Physical Solution and all other Exhibits  
comprising the entirety of the Judgment. A true and correct copy of that Judgment is attached hereto as Exhibit A.

<sup>2</sup> Any capitalized terms in this Motion that are not defined herein are accorded the definitions set forth in the Judgment.

1 Because rules and regulations as to these two critical issues must be unanimously  
2 approved by the Watermaster Board and then adopted by this Court pursuant to the terms of the  
3 Judgment (Sections 18.4.2, 18.1.2.3), and because there is no unanimous agreement amongst  
4 Watermaster Board members on these two time-sensitive issues, and because rules and  
5 regulations as to these two urgent issues are critical to the Replacement Water Assessment  
6 accounting process which is to commence January 1, 2018 (see Decl. of Watermaster Engineer  
7 Phyllis Stanin), and because failure to adopt rules and regulations as to these two issues “will  
8 defeat the purpose of this Judgment” (see Section 6.5; Stanin Decl), an order of this Court is  
9 necessary so that appropriate rules and regulations can be unanimously approved by the Board  
10 and adopted by the Court and the Parties may have certainty on these important issues that are  
11 critical to the implementation of the Judgment and Physical Solution.

12 **II. STATEMENT OF FACTS RELEVANT TO BOTH LEGAL ISSUES**

13 This Adjudication was a long and intensely litigated matter. Essentially all of the Public  
14 Water Suppliers identified in Exhibit 3 to the Judgment alleged and obtained substantial  
15 prescriptive rights (over 30,000 AFY) to the Groundwater in the Basin as against various Parties  
16 (Ex. A, Judgment, 1:19-2:3).

17 Some Parties argue that the Judgment reflects negotiating tradeoffs amongst the Parties. For  
18 example, the Public Water Suppliers obtained an entitlement to the unproduced portion of the  
19 Federal Reserved Water Right<sup>3</sup> and a substantial portion of the Imported Water Return Flows  
20 (Section 5.2), as well as rights and duties under the Drought Program (Section 8.4), as well as a  
21 substantial portion of the benefit from the In Lieu Production Right Carry Over (Section 15.1). On  
22 the other hand, those Parties with Overlying Production Rights identified in Exhibit 4 of the  
23 Judgment stipulated to what this Court characterized in its December 23, 2015 Statement of  
24 Decision (See Ex. B, 11:14-16) as “severe reductions” in their Production Rights presumably in  
25 exchange in part for obtaining “Pre-Rampdown Production” rights during the so-called “Rampdown  
26  
27

28 <sup>3</sup> All Exhibit 3 Producers except Boron Community Services District and West Valley County Water District are entitled to the unused portion of the Federal Reserved Water Right—see Section 5.1.4.1.

1 Period” (Section 8.2) discussed in the Judgment.<sup>4</sup> All Producers potentially benefited from the  
2 provision that no Producer would be subject to Replacement Water Assessments during the first  
3 two years of the Rampdown Period (Section 8.3).

4 Issues relating to Pre-Rampdown Production and Carry Over have been the subject of  
5 substantial written correspondence including two Draft Issue Papers generated by the Watermaster  
6 Engineer dated October 18, 2017, and an additional Revised Issue Paper from the Watermaster  
7 Engineer dated December 1, 2017. In addition to numerous letters and memoranda on the subject  
8 generated by the Parties’ representatives and General Counsel, the Watermaster Board received  
9 public comment on these two issues during the regular meeting of the Board on November 15th and  
10 again at a special meeting of the Board on December 6th. Some of the Public Water Supplier  
11 Parties presented additional information and materials (including exhibits they contend were offered  
12 into evidence at trial) to the Watermaster’s General Counsel on December 20, 2017 (see Parton  
13 Decl. and Ex. C)

14 According to the terms of the Judgment, Replacement Water Assessments become effective  
15 January 1, 2018 (8.3, 9.2). Essentially a Groundwater Production accounting system must be  
16 created by the Watermaster Engineer which tracks a Party’s Production with that Party’s obligation,  
17 if any, to pay for Replacement Water (see Stanin Decl.) A Party’s entitlement or lack of entitlement  
18 to Pre-Rampdown Production rights or the right to Carry Over Water can have a substantial impact  
19 on whether (and how much) that Party is obligated to pay for such assessments for Replacement  
20 Water and its planning process for the coming Year or Years. In addition, the Watermaster  
21 Engineer needs to be able to calculate how much Replacement Water will be needed and the  
22 availability of those sources of Replacement Water. (Stanin Decl.)

23 As noted above, by unanimous vote of the Board on December 6, 2017, the Watermaster’s  
24 General Counsel was directed to file this motion seeking this Court’s interpretive guidance under  
25 Section 6.5 of the Judgment and under the Code of Civil Procedure on these two critical issues on  
26 which no unanimous agreement exists amongst the Watermaster Board and on which the Board  
27

28 <sup>4</sup> No one disputes that those Parties with Overlying Production Rights identified on Exhibit 4 to the Judgment clearly have Pre-Rampdown Production rights under the Judgment.



1 must, by unanimous consent, adopt rules and regulations under the Judgment (Sections 18.1.2.2 and  
2 18.1.2.3).

3 **III. THE WATERMASTER HAS STANDING TO BRING THIS MOTION, THE COURT**  
4 **HAS AUTHORITY TO RULE ON THIS MOTION, AND THE FAILURE TO RULE**  
5 **ON THIS MOTION WILL DEFEAT THE PURPOSES OF THE JUDGMENT**

6 **A. WATERMASTER’S STANDING AND THIS COURT’S JURISDICTION**  
7 **AND AUTHORITY TO INTERPRET THE JUDGMENT**

8 First, the Watermaster is a “Party” or “Person” under the terms of the Judgment (Section  
9 3.5.27) as the Watermaster is “subject to this Judgment.” As a Party or Person subject to the  
10 Judgment, the Watermaster has standing to bring this motion.

11 Second, this Court has jurisdiction to hear this matter pursuant to Section 6.5 of the  
12 Judgment which addresses this Court’s continuing jurisdiction and states as follows:

13 “The Court retains and reserves full jurisdiction, power and authority for the purposes of  
14 enabling the Court, upon a motion of a Party or Parties noticed in accordance with the  
15 notice procedures of Paragraph 20.6 hereof, to make such further or supplemental order or  
16 directions as may be necessary or appropriate to **interpret**, enforce, administer or carry  
17 out this Judgment **and provide for such other matters as are not contemplated by this**  
18 **Judgment and which might occur in the future, and which if not provided for would**  
19 **defeat the purpose of this Judgment.”** (*Emphasis added.*)

20 Third and finally, because unanimous consent of the Board is required to approve rules  
21 and regulations relating to the issues of Pre-Rampdown Production rights and Carry Over water  
22 rights in the Judgment so that Parties may be subject to Replacement Water Assessments  
23 commencing January 1, 2018, and since such unanimous consent of the Board is not possible  
24 without this Court’s interpretative guidance (Parton/Stanin Decls.), the purposes of the Judgment  
25 would be defeated if the relief requested is not granted. Furthermore, this Court may *on its own*  
26 *motion*, or on timely motion by any Party or Person, review any action, decision, rule, regulation  
27 or procedure of the Watermaster or the Watermaster Engineer pursuant to the Judgment (Section  
28 20.3). Therefore the Court has jurisdiction to hear this matter and the matter presents an actual  
and urgent controversy in need of timely resolution in order to implement the terms of the

1 Judgment.

2 **B. THE ISSUES OF INTERPRETATION REQUESTED OF THE COURT**  
3 **ARE MATTERS OF URGENCY AND FAILURE TO RULE WILL**  
4 **DEFEAT THE PURPOSES OF THE JUDGMENT**

5 The two issues of interpretation requested of this Court are urgently required in order that  
6 the purposes of the Judgment are not defeated (Section 6.5). If this Court declines to rule as to the  
7 proper interpretation of these two issues, the Watermaster Engineer will not be able to obtain  
8 unanimous adoption by the Board (and subsequent approval by this Court as required under  
9 Section 18.4.2) of rules and regulations in order to begin the accounting process necessary for  
10 Replacement Water Assessments to be imposed. The Replacement Water Assessment process is  
11 effective under the Judgment as of January 1, 2018. (Stanin Decl.) In short, the Watermaster  
12 Engineer will not know how much Groundwater the various Parties are entitled to Produce under  
13 the Judgment. In addition, the Parties will have no certainty about their obligations to pay  
14 assessments and their right--or lack thereof--to Pre-Rampdown Production or to Carry Over  
15 during the remaining five Years of the Rampdown Period (January 1, 2018-December 31, 2022).  
16 The result will be no certainty whether Parties are operating within their rights under the  
17 Judgment and are or are not defeating the purpose of the Judgment to bring the Basin's pumping  
18 within the Native Safe Yield and to address the Overdraft this Court found to exist (Ex. A, 5:4-8).

18 **IV. PRE-RAMPDOWN PRODUCTION RIGHTS: ARE THEY LIMITED TO PARTIES**  
19 **LISTED ON EXHIBIT 4?**

20 Each side of the argument concerning entitlement to Pre-Rampdown Production rights  
21 contend that the plain language of the Judgment requires resolving the issue framed in their favor.  
22 At times the competing sides (Overlying Right Holders vs. Public Water Suppliers) cite the same  
23 provisions of the Judgment in support of their position.

24 Those with Overlying Production Rights and identified on Exhibit 4 to the Judgment argue  
25 as follows : (1) a Pre-Rampdown Production right is specifically reserved only for those Parties  
26 identified in Exhibit 4 (i.e., the definition of "Overlying Production Rights" in Section 5.1.1  
27 specifically identifies those Parties in Exhibit 4 as entitled to "Pre-Rampdown Production" as a  
28 component of their Overlying Production Rights, while the definition of "Non-Overlying  
Production Rights" (5.1.6) is silent about any Pre-Rampdown Production component for Non-

1 Overlying Producers); (2) that those Parties identified on Exhibit 4 specifically negotiated for a  
2 Pre-Rampdown Production right as a way to soften the impact of the reductions they agreed to in  
3 the Judgment<sup>5</sup>; (3) that those with Non-Overlying Production Rights listed in Exhibit 3 had  
4 already cut back Production by the time of the Judgment<sup>6</sup> and thus had less need for a Pre-  
5 Rampdown Production right in light of their negotiating for entitlement to the unproduced portion  
6 of the Federal Reserved Water Right, as well as being the sole beneficiaries of the Drought  
7 Program (8.4) and major beneficiaries of the In Lieu Production Carry Over rights; and (4) that  
8 expanding the number of those Parties with increased Pre-Rampdown Production rights  
9 significantly increases Overdraft during the Rampdown Period since this increased Production  
10 consistent with Rampdown values is not subject to any duty to pay Replacement Water  
11 Assessments (Section 8.3). The result, it is argued by those with Overlying Production Rights  
12 identified on Exhibit 4, is that dramatically increased Production of Groundwater will occur in the  
13 Basin (at least during the Rampdown Period) which will negatively impact on the Court's  
14 intention to protect the Basin from Overdraft as reflected in the Statement of Decision and in the  
15 Judgment and Physical Solution. In addition, that increased Production will not be offset by the  
16 purchase of Replacement Water.

17 On the other hand, the Public Water Suppliers parties listed on Exhibit 3 of the Judgment  
18 contend as follows: (1) that the plain language of the Judgment makes clear that "each Party"  
19 (Section 8.3) who is a Producer of Groundwater from the Native Safe Yield is entitled to a Pre-  
20 Rampdown Production right that may be in excess of their Production Right; (2) that the  
21 definitions in the Judgment of "Party" (3.5.27) and "Producer" (3.5.30) as those terms are used in  
22 Section 8.3 apply to each Non-Overlying Producer; (3) that evidence was presented at a prove up  
23 phase of the trial on behalf of all the Stipulating Parties relating to the Physical Solution wherein  
24 the Public Water Suppliers presented uncontroverted expert and other evidence that they had not  
25 already reduced their Production before entry of Judgment and that the right to benefit from the

26 \_\_\_\_\_  
27 <sup>5</sup> The Court's December 23, 2015 Statement of Decision (Ex. B) notes that the Court "finds that the Landowner Parties  
28 and the Public Overlyers will be required to make severe reductions in their current and historical reasonable and  
beneficial water use under the physical solution." (11:14-16.)

<sup>6</sup> Statement of Decision 23:8-10.

1 Rampdown Period was therefore critical to them, that Rampdown applied to **all** Parties, that  
2 specific Rampdown values were presented to this Court on behalf of the Public Water Suppliers,  
3 and that this was the only evidence considered by this Court in approving the Physical Solution  
4 (see Ex. C); and (4) that the Judgment reserved to the Watermaster Engineer various future  
5 calculations and among those was the duty to calculate Pre-Rampdown values for those with  
6 Non-Overlying Production Rights according to a methodology found in the Judgment and  
7 reflected (at least in part) for the Overlying Parties on Exhibit 4. Furthermore, it is contended by  
8 the Public Water Suppliers that the only reason specific Pre-Rampdown Production amounts for  
9 Parties identified in Exhibit 3 were not contained in the Judgment was that there was  
10 disagreement and some level of confusion as to the impact that Imported Water Return Flows  
11 might have on that calculation especially as it relates to the Public Water Suppliers identified in  
12 Exhibit 3.

13 **A. THE DEFINITION AND NATURE OF OVERLYING AND NON-**  
14 **OVERLYING PRODUCTION RIGHTS UNDER THE JUDGMENT**

15 To understand the role of Pre-Rampdown Production rights as they are described in the  
16 Judgment, it is important to review the definitions of certain key terms in the Judgment.

17 As an initial matter, the Judgment states that “[t]he Physical Solution requires quantifying  
18 the Producers’ rights within the Basin in a manner which will reasonably allocate the Native Safe  
19 Yield and Imported Water Return Flows and which will provide for sharing Imported Water  
20 costs.” (30:3-6.) Thus, one intention of the Physical Solution is to “quantify” rights so that the  
21 Basin can be operated (at least by the end of the Rampdown Period) within its Native Safe Yield.

22 Overlying Production Rights are defined in Section 3.5.26 of the Judgment as follows:  
23 “The rights held by the Parties identified in Exhibit 4, attached hereto and incorporated herein by  
24 reference.”

25 Section 5.1.1 then states that “[t]he Parties listed in Exhibit 4, attached hereto and  
26 incorporated herein by reference, have Overlying Production Rights. Exhibit 4 sets forth the  
27 following for each Overlying Production Right: (1) the Pre-Rampdown Production; (2) the  
28 Production Right; and (3) the percentage of the Production from the Adjusted Native Safe Yield.”

Exhibit 4 lists those with Overlying Production Rights and specifically includes the “Pre-

1 Rampdown Production” component as identified in Section 5.1.1.

2 Non-Overlying Production Rights are defined in Section 3.5.21 as follows: “The rights  
3 held by the Parties identified in Exhibit 3, attached hereto and incorporated herein by reference.”

4 Section 5.1.6 then states as to Non-Overlying Production Rights that “[t]he Parties listed  
5 in Exhibit 3 have Production Rights in the amounts listed in Exhibit 3. Exhibit 3 is attached  
6 hereto and incorporated herein by reference. Non-Overlying Production Rights are subject to the  
7 Pro Rata Reduction or Increase only pursuant to Paragraph 18.5.10.” Exhibit 3 has no specific  
8 calculation for Pre-Rampdown Production for those Parties identified in Exhibit 3 and Section  
9 5.1.6 does not list that right as a component of a Party’s Non-Overlying Production Right.  
10 Section 18.5.10 relates to changes in Production Rights in response to a change in Native Safe  
11 Yield and states that in the event “the Court changes the Native Safe Yield pursuant to paragraph  
12 18.5.9, the increase or decrease will be allocated among the Producers in the agreed percentages  
13 listed in Exhibits 3 and 4, except that the Federal Reserved Water Right of the United States is not  
14 subject to any increase or decrease.”

15 **B. PRODUCTION DURING THE RAMPDOWN PERIOD ACCORDING TO**  
16 **THE JUDGMENT**

16 Production during the Rampdown Period is outlined in the Judgment.

17 First the Rampdown is defined in Section 3.5.37 as follows: “The period of time for Pre-  
18 Rampdown Production to be reduced to the Native Safe Yield in the manner described in this  
19 Judgment.” Second, the Rampdown Period is described in Section 8.2 as the “seven Years  
20 beginning on the January 1 following entry of this Judgment and continuing for the following  
21 seven (7) Years.” Therefore, the seven year Rampdown Period commenced on January 1, 2016  
22 since Notice of the Judgment in this case was entered on December 28, 2015.

23 Pre-Rampdown Production is defined in Section 3.5.28 as follows: “The reasonable and  
24 beneficial use of Groundwater, excluding Imported Water Return Flows, at a time prior to this  
25 Judgment, or the Production Right, whichever is greater.” Therefore if a Party is entitled to Pre-  
26 Rampdown Production rights during the Rampdown Period that right is either the reasonable and  
27 beneficial use of Groundwater prior to entry of the Judgment, excluding Imported Water Return  
28 Flows, or their Production Right, whichever is greater.

1 The reduction of Production during the Rampdown Period is described in Section 8.3 as  
2 follows: “During the first two Years of the Rampdown Period, no Producer will be subject to a  
3 Replacement Water Assessment. During Years three through seven of the Rampdown Period, the  
4 amount that each Party may Produce from the Native Safe Yield will be progressively reduced, as  
5 necessary, in equal annual increments, from its Pre-Rampdown Production to its Production  
6 Right. Except as is determined to be exempt during the Rampdown Period pursuant to the  
7 Drought Program provided for in Paragraph 8.4, any amount Produced over the required  
8 reduction will be subject to a Replacement Water Assessment. The Federal Reserved Water  
9 Right is not subject to Rampdown.”

10 Section 8.3 applies only to Producers with Pre-Rampdown Production rights in excess of  
11 their Production Rights. If a Party has no Pre-Rampdown Production right, that party’s  
12 Production Right is in fact their Pre-Rampdown Production right.

13 Section 8.3 reflects that no Producer will be subject to a Replacement Water Assessment  
14 for the first two years of the Rampdown Period (that two year “grace” period expired on  
15 December 31, 2017 and allowed all Producers the equivalent benefit of a Pre-Rampdown  
16 Production right in excess of their Production Right during the initial two Years).

17 The Public Water Suppliers contend that Section 8.3 is clear: Each Party that is entitled to  
18 Produce from the Native Safe Yield is thereby also entitled to a Pre-Rampdown Production  
19 calculation as outlined in Section 3.5.28 (i.e., reasonable and beneficial use of Groundwater  
20 before the date of entry of the Judgment, excluding Imported Water Return Flows, or their  
21 Production Right, whichever is greater). Since the Public Water Suppliers<sup>7</sup> are Parties entitled to  
22 Produce from the Native Safe Yield, the Public Water Suppliers therefore contend that they are  
23 clearly identified as Parties covered by Section 3.5.28 and entitled to Pre-Rampdown Production  
24 based on their reasonable and beneficial use of Groundwater before entry of the Judgment.

25  
26  
27 <sup>7</sup> Presumably if the Public Water Suppliers are found to be entitled to Pre-Rampdown Production rights in excess of  
28 their Production Rights, that benefit would seem to apply to all who Produce from the Native Safe Yield which includes  
not only those with Overlying Production Rights (Exhibit 4) and those with Non-Overlying Production rights (Exhibit  
3) but also arguably the State of California (5.1.5) and those with Federal Reserved Water Rights (5 .1.4) as well as  
members of the Small Pumper Class.

1 All of the Parties agree that the Judgment itself does not quantify a Pre-Rampdown  
2 Production amount for those Parties with Non-Overlying Production Rights who are identified in  
3 Exhibit 3. The Public Water Suppliers contend that uncontroverted evidence of the quantification  
4 of their Pre-Rampdown Production rights was presented at trial and was accepted by this Court  
5 and was fundamental to this Court’s Judgment (see Ex. C.)

6 Responding to the legal position of the Public Water Suppliers, those with Overlying  
7 Production Rights identified on Exhibit 4 contend that the Statement of Decision is clear that the  
8 Parties identified in Exhibit 3 (those with Non-Overlying Production rights and the Public Water  
9 Suppliers) had already “cut back their current water use” by the time of the Judgment so that their  
10 need to transition to operation within their Production Right during the Rampdown Period was  
11 less urgent and presumably addressed by the two Year grace period contained in Section 8.3.<sup>8</sup>  
12 Furthermore those with Overlying Production Rights assert that the Public Water Suppliers’  
13 interpretation of Section 8.3 is misguided because of its failure to note the importance of the  
14 words “may” and “as necessary” in Section 8.3, the failure to recognize the explicit language in  
15 Sections 5.1.1 and 5.1.6, and the fact that the Judgment does not explicitly state that Non-  
16 Overlying Producers have Pre-Rampdown Production rights in excess of their Production Rights  
17 (and Section 5.1.6 limits Non-Overlying Production rights to the amount of Production Rights  
18 quantified on Exhibit 3.) Furthermore, those with Overlying Production Rights contend that the  
19 words “may” and “as necessary” in 8.3 are consistent with the assumption that the lack of Pre-  
20 Rampdown Production rights for Non-Overlying Parties in Exhibit 3 (as well as the fact that for  
21 almost 40% of the Parties identified on Exhibit 4, their Pre-Rampdown Production is their  
22 Production Right) was the result of complex and extensive negotiations and may have been the  
23 basis for the allocation to those same Parties with Non-Overlying Parties of the unproduced  
24 portion of the Federal Reserved Water Right (not subject to Rampdown—5.1.4), and a long term

25 \_\_\_\_\_  
26 <sup>8</sup> The Statement of Decision (Ex. B, 23:8-10) provides as follows: “When the United States does not take its  
27 allocation, the Physical Solution provides for certain parties who have cut back their present water use to use that water  
28 consistent with the Constitutional mandate of Article X, Section 2 to put the water to its fullest use.” The “certain  
parties” referenced in the Statement of Decision are those with Non-Overlying Production Rights that are allocated a  
portion of the unproduced Federal Reserved Water Right of the United States (see Section 5.1.4.1 of the Judgment).  
(See Ex. B, Statement of Decision at 23:8-10).

1 (17 Years) fixed and more favorable ratio of Imported Water Return Flows (18.5.11) than is  
2 provided for “Agricultural Imported Water” (5.2.1), as well as rights to In Lieu Production Rights  
3 and Carry Over and the exclusive right to benefit from the Drought Program (Section 8.4-8.43).

4 **C. THERE IS DISAGREEMENT WITH WHETHER THE METHODOLOGY**  
5 **FOR CALCULATING OTHER PRE-RAMPDOWN PRODUCTION RIGHTS**  
6 **IS PRESENT IN THE JUDGMENT**

7 Public Water Suppliers identified in Exhibit 3 argue that the methodology used to  
8 calculate Pre-Rampdown Production rights for those on Exhibit 3 is provided in the Judgment.  
9 Section 3.5.28 and the definition of Rampdown Production provides as follows: “The reasonable  
10 and beneficial use of the Groundwater, except Imported Water Return Flows, at a time prior to  
11 this Judgment, or the Production Right, whichever is greater.”

12 Some have suggested that the Pre-Rampdown Production for those Parties listed in  
13 Exhibit 3 be defined as the average of their Production in 2011 and 2012<sup>9</sup> and that this would be  
14 consistent with Section 3.5.28 and with values found in Exhibit 4. Those with Overlying  
15 Production rights argue that the Pre-Rampdown Production amounts for only about half of the  
16 Overlying Producers identified in Exhibit 4 is consistent with that methodology using Production  
17 from the Years 2011 and 2012. In short there is sharp disagreement whether there is a  
18 methodology revealed in the Judgment and applied in Exhibit 4 that can provide guidance as to  
19 how Pre-Rampdown Production rights would be calculated for those on Exhibit 3 (assuming this  
20 Court concludes that Parties other than those listed in Exhibit 4 are entitled to Pre-Rampdown  
21 Production rights other than their Production Right).

22 **V. CARRY OVER WATER RIGHTS: DOES THE RIGHT TO CARRY OVER APPLY**  
23 **DURING THE RAMPDOWN PERIOD TO PRODUCTION THAT EXCEEDS A**  
24 **PARTY’S PRODUCTION RIGHT?**

25 The Parties to the Adjudication and the members of the Watermaster Board are also not in  
26 agreement over the proper interpretation of the principles contained in the Judgment relating to  
27 Carry Over. The fundamental issue is whether the right to Carry Over under the Judgment applies  
28 during the Rampdown Period (8.2) to Production that exceeds a Party’s “Production Right”

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<sup>9</sup> As part of Phase IV of the trial, this Court actually “determined the overall Production occurring in the Basin in calendar Years 2011 and 2012.” (See Ex. A, Section 1.5—5:10-12.)



1 (3.5.32) or Right to “Imported Water Return Flows” (3.5.16) or Right to In Lieu Production  
2 (15.1), but is less than any “Pre-Rampdown Production” right a Party may have (3.5.28).<sup>10</sup>

3 **A. CLASSES OR TYPES OF WATER RIGHTS TO WHICH CARRY OVER**  
4 **RIGHTS ATTACH UNDER THE JUDGMENT**

5 Any analysis of a Party’s rights to Carry Over pursuant to the Judgment should begin with  
6 how the key terms relating to Carry Over are defined in the Judgment.

7 “Carry Over” is defined in Section 3.5.9 as follows: “The right to Produce an unproduced  
8 portion of an annual Production Right or a Right to Imported Water Return Flows in a Year  
9 subsequent to the Year in which the Production Right or Right to Imported Water Return Flows  
10 was originally available.”

11 This definition identifies two classes or types of water rights to which Carry Over attaches  
12 under the terms of the Judgment: (1) Production Rights (defined in 3.5.32); and (2) Imported  
13 Water Return Flows (defined in 3.5.16). Section 15.1 then includes the additional and third  
14 corollary class or type of Groundwater right entitled to Carry Over—namely In Lieu Production.  
15 The definition does not mention any other Groundwater right from which Carry Over may attach.

16 A conclusion that there is no right to Carry Over the unproduced portion of a party’s Pre-  
17 Rampdown Production impacts both those with Overlying Production Rights and those with Non-  
18 Overlying Production Rights equally. We note that for almost 40% of the Parties identified on  
19 Exhibit 4, their Pre-Rampdown Production right and their Production Right are one and the same.

20 **B. PARTIES NOT ENTITLED TO CARRY OVER WATER**

21 As noted, Sections 15.1, 15.2 and 15.3 identify three classes or types of water rights that  
22 are eligible for Carry Over under the Judgment and Physical Solution. Those Sections then  
23 identify the specific Parties eligible to exercise Carry Over rights—namely those Parties with  
24 Non-Overlying Production Rights and identified in Exhibit 3, those Parties with Overlying  
25 Production Rights and identified in Exhibit 4, and the State of California. Those Parties not  
26

27 <sup>10</sup> The Parties appear to agree that this question is relevant only during the 7-Year Rampdown Period. The Parties also  
28 appear to agree that Carry Over clearly applies to any unproduced portion in a given Year of a Producer’s Production  
Right unless a Party (e.g., the Non-Stipulating Parties—see Section 5.1.10) is specifically excluded from exercising that  
right under the Judgment.

1 identified on Exhibits 3 or Exhibit 4, and not the State of California, are arguably therefore not  
2 eligible to exercise Carry Over rights. Those not eligible to exercise Carry Over rights may  
3 therefore include the Small Pumper Class, the Non-Pumper Class, the Non-Stipulating Parties <sup>11</sup>  
4 and those entitled to Federal Reserved Water Rights.<sup>12</sup> Presumably, if Federal Reserved Water  
5 Rights are not eligible for Carry Over water, any unproduced portion of that right assigned to  
6 other Parties may also not be eligible for Carry Over.

7 Finally, the definitions of a Production Right, Right to Imported Water Return Flows, and  
8 In Lieu Production and the explicit identification of those Groundwater rights entitled to Carry  
9 Over and the exclusion of other classes or types of right holders and Parties from Section 15,  
10 suggests that those Producers without a Production Right or Right to Imported Water Return  
11 Flows or without a claim to In Lieu Production, but with a right to Produce groundwater under the  
12 Judgment (e.g., Non-Pumper Class) may not be eligible for Carry Over water. This is also  
13 consistent with the definition of Carry Over in Section 3.5.9 which requires that one either have a  
14 Production Right or a Right to Imported Water Return Flows or an In Lieu Production Right to be  
15 eligible for Carry Over water. Because Production Rights are directly tied in the Judgment to  
16 Native Safe Yield (3.5.32), the inability of a Party to Carry Over Production in excess of their  
17 Production Right during the Rampdown Period does not result in waste or unreasonable use of  
18 Groundwater in violation of statutory or constitutional provisions, but instead arguably may result  
19 in that unproduced portion of a Party's Pre-Rampdown Production remaining in the Basin for the  
20 reasonable and beneficial use of all Producers.

21 **C. RULES RELATING TO CARRY OVER WATER UNDER THE JUDGMENT**

22 As noted above, the Judgment provides for three classes or types of water rights to which

23  
24 <sup>11</sup> Non-Stipulating Parties are in fact specifically excluded from Carry Over water rights even though they may have  
Production Rights (see Sect. 5.1.10).

25 <sup>12</sup> Those Non-Overlying Producers eligible for the unused portion of the Federal Reserved Water Right arguably may  
26 not have the right to Carry Over that water since "Production of unused Federal Reserved Water Right Production does  
27 not increase any Non-Overlying Production Right holder's decreed Non-Overlying Production Right amount or  
percentage." (5.1.4.1.) This is a disputed issue as the Public Water Suppliers argue that the unused portion of the  
28 Federal Reserved Water Right actually becomes *part of* (rather than *excluded from*) their Production Right under the  
Judgment (Section 5.1.4.1, 15.3) and is explicitly and necessarily subject to Carry Over since such rights are part of the  
Native Safe Yield (see Parton Decl. and Ex. C and esp. December 20, 2017 cover e-mail from Douglas J. Evertz to  
Craig Parton).

1 Carry Over attaches: (1) In lieu Production Right Carry Over (Section 15.1); (2) Imported Water  
2 Return Flow Carry Over (Section 15.2); and (3) Production Right Carry Over (Section 15.3). The  
3 Judgment then goes on to state the conditions which attach to each of these specific classes or  
4 types of water rights eligible for Carry Over as follows (all the below conditions are repeated in  
5 Sections 15.1, 15.2 and 15.3 and apply equally to all three classes or types of water rights):

6 1. The Producer may Carry Over its right to the unproduced portion of its Production  
7 Right or its Imported Water Return Flow Carry Over or its In Lieu Production Right for up to ten  
8 Years.

9 2. The Producer must Produce its full current Year's Production Right before any  
10 Carry Over water, or any other water, is Produced.

11 3. Carry Over water will be Produced on a first-in, first-out basis.

12 4. At the end of the Carry Over period, the Producer may enter into a Storage  
13 Agreement with the Watermaster to store unproduced portions of Carry Over, subject to terms  
14 and conditions established by the Watermaster.

15 5. Any Storage Agreements will preclude operations, including the rate and amount  
16 of extraction, which will cause Material Injury to another Producer or Party, in a subarea or the  
17 Basin.

18 6. If not converted to a Storage Agreement, Carry Over water not Produced by the  
19 end of the 10th Year reverts to the benefit of the Basin and the Producer no longer has a right to  
20 the Carry Over water.

21 7. The Producer may transfer any Carry Over water or Carry Over water stored  
22 pursuant to a Storage Agreement.

23 **D. CARRY OVER AND THE POTENTIAL IMPACT ON OVERDRAFT**

24 The Statement of Decision in this case discusses the long-term intention of the Judgment  
25 to manage the Basin within its Native Safe Yield. The Court states that "the Physical Solution ...  
26 provides for a sustainable groundwater supply for all parties now and in the future." (Ex. B,  
27 28:13-14.) It also notes that "[t]he Physical Solution will protect all water rights in the Basin by  
28 preventing future overdraft, improving the Basin's overall groundwater levels, and preventing the

1 risk of new land subsidence.” (21:23-25). The Physical Solution addressed Overdraft by  
2 “additional importation of water into the Basin and thus additional return flows which will help to  
3 restore groundwater levels in the Basin” by requiring the purchase of Imported Water to offset  
4 Production by existing Groundwater users that exceeds their Production Rights, and to offset New  
5 Production. (22:3-9.)

6 The exercise of Carry Over rights under the Judgment does not result in a Replacement  
7 Water Assessment—in short, such Production is not offset by the purchase of Imported Water nor  
8 does it need to be since Carry Over (at least as far as it involves only the unused portion of a  
9 Production Right or an Imported Water Return Flow) does not harm Basin sustainability or create  
10 or encourage Overdraft of the Basin. However, if the right to Carry Over is extended to  
11 Production in excess of a Party’s Production Right or right to Produce Imported Water Return  
12 Flows, then that Production may arguably contribute to Overdraft in the Basin.

13 In short and said a different way, an interpretation of the Judgment that allows Carry Over  
14 of a Party’s unproduced portion of its Pre-Rampdown Production that is in excess of that Party’s  
15 Production Right could ultimately increase Overdraft (at least during the Rampdown Period) by  
16 allowing Production that is not offset by the purchase of an offsetting amount of Imported Water.  
17 This result could arguably negatively impact Groundwater sustainability in the Basin and appears  
18 counter to the Court’s strongly stated concern in the Statement of Decision about the importance  
19 of additional Imported Water coming into the Basin which allows additional Imported Water  
20 Return Flows to help restore Groundwater levels and facilitates Production within the Native Safe  
21 Yield.

## 22 **VI. CONCLUSION**

23 By unanimous action of the Watermaster Board on December 6th, this Court’s interpretive  
24 guidance is requested pursuant to the Judgment which explicitly authorizes the Court to interpret  
25 the Judgment upon a noticed motion by a Party so as not to “defeat the purpose of this Judgment.”  
26 (Section 6.5.)

27 An order of the Court is requested addressing the following interpretive issues which are  
28 critical to the timing of the Replacement Water Assessment process that begins January 1, 2018:

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- 1. Whether or not only those Parties identified in Exhibit 4 of the Judgment have a Pre-Rampdown Production Right other than their Production Right; and
- 2. Whether or not the right to Carry Over water under the Judgment applies during the Rampdown Period to Production that exceeds a Party's Production Right (or right to Imported Water Return Flows or right to In Lieu Production), but is less than any Pre-Rampdown Production right a Party may have.

With these two clarifications, substantial confusion and uncertainty can be eliminated and urgently needed administration of the Judgment and Physical Solution can move forward with the prompt development and adoption of specific rules and regulations encompassing these principles, as well as allowing the timely and efficient imposition of Replacement Water Assessments operative as of January 1, 2018.

Respectfully submitted,

Dated: January 2, 2018

PRICE, POSTEL & PARMA LLP

By: Craig A. Parton  
 CRAIG A. PARTON  
 Attorneys for  
 Antelope Valley Watermaster

**DECLARATION OF CRAIG A. PARTON**

1  
2 I, CRAIG A. PARTON, have personal knowledge of the matters stated in this declaration  
3 and if called to testify could and would competently do so.

4 1. After a lengthy interview process, Price, Postel and Parma LLP (with me as the  
5 principal attorney) was appointed as General Counsel to the Antelope Valley Watermaster by  
6 unanimous vote of the five member governing Board on November 15, 2017.

7 2. Since November 15th I have become increasingly aware of the different and  
8 conflicting views of the Parties and Board on the topics of Pre-Rampdown Production rights and  
9 Carry Over Water as those topics are addressed in this Court’s Judgment and Physical Solution.  
10 These conflicting views make it impossible for the Watermaster Board to achieve consensus  
11 concerning these issues and prevents rules and regulations from being unanimously approved by  
12 the Board and adopted by this Court pursuant to Section 18.4.2 of the Judgment entered in this  
13 case on December 28, 2015.

14 3. Issues relating to Pre-Rampdown Production and Carry Over have been the subject  
15 of a substantial amount of written correspondence and debate that predates my appointment as  
16 General Counsel, including two Draft Issue Papers generated by the Watermaster Engineer and  
17 dated October 18, 2017. In addition there has been a Revised Issue Paper from the Watermaster  
18 Engineer dated December 1, 2017. Finally there have been numerous letters and memoranda on  
19 these two issues generated by the Parties’ representatives and General Counsel, as well as public  
20 comment being received on the two issues both at the November 15, 2017 Board meeting which I  
21 attended and again at the December 6, 2017 Special Board meeting which I attended.

22 4. At the December 6, 2017 Board meeting there was a unanimous vote and action of  
23 the Board to direct me as General Counsel to file a motion setting forth in a neutral manner the  
24 competing views on these two issues and seeking the Court’s interpretive guidance under this  
25 Court’s retained jurisdiction under Section 6.5 of the Judgment.

26 5. The purpose of this motion is to seek the Court’s interpretive guidance on the  
27 critical issues raised in the motion herein so that rules and regulations can be unanimously  
28 approved by this Board and adopted by the Court pursuant to the procedures set forth in the

1 Judgment at Sections 18.1.2.3 and 18.4.2.

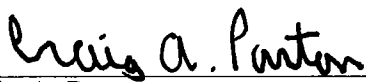
2 6. On December 20, 2017, certain members of the Public Water Supplier group  
3 presented documentary information to me which they indicated had been presented to this Court  
4 at one of the phases of the trial of this case. Attached hereto as Exhibit C is a true and correct  
5 copy of that e-mail correspondence from Douglas J. Evertz and the documentary information  
6 submitted with that e-mail. This information was made publically available on the Watermaster  
7 website as of December 21st but I am aware of no response to it as of this date.

8 7. It is the position of these Public Water Suppliers that this information and evidence  
9 establishes that the benefits of the Rampdown Period were to apply to the Public Water Suppliers  
10 listed on Exhibit 3 to the Judgment. The Public Water Suppliers also contend that the information  
11 presented at a phase of the trial of this case was submitted on behalf of all the stipulating parties  
12 and was uncontroverted evidence: (1) that the Public Water Suppliers had not already reduced  
13 their Groundwater Production before entry of the Judgment; (2) that the right to Rampdown was  
14 critical to them; (3) that Rampdown applied to all Parties that Produce from the Native Safe  
15 Yield; (4) that specific Rampdown values were presented to this Court on behalf of the Public  
16 Water Suppliers; and (5) that this was the only evidence considered by this Court in approving the  
17 Physical Solution for the Antelope Valley Basin.

18 8. Not having participated in any phase of the trial of this matter before this Court, I  
19 was not (and am not) in a position to ascertain what significance (if any) was given by this Court  
20 to this evidence in the resulting Judgment and Physical Solution.

21 9. A true and correct copy of the Judgment and Physical Solution dated December  
22 23, 2015 in this case is attached hereto as Exhibit A. A true and correct copy of the Statement of  
23 Decision dated December 23, 2015 in this case is attached hereto as Exhibit B.

24 I declare under penalty of perjury under the laws of the State of California that the  
25 foregoing is true and correct. Executed this 2nd day of January, 2018 in Santa Barbara,  
26 California.

27  
28   
Craig A. Parton

1 **DECLARATION OF PHYLLIS STANIN**

2 I, PHYLLIS STANIN, have personal knowledge of the matters stated in this declaration  
3 and if called to testify could and would competently do so.

4 1. I am Vice-President and Principal Geologist with Todd Groundwater and have  
5 over 30 years of experience as a professional geologist. Todd Groundwater is the Watermaster  
6 Engineer for the Antelope Valley Groundwater Adjudication. On March 28, 2017, the  
7 Watermaster Board voted unanimously to negotiate a contract with Todd Groundwater and my  
8 firm was formally retained by unanimous consent of the Watermaster Board on April 17, 2017.

9 2. Part of the duties of the Watermaster Engineer is to draft and present rules and  
10 regulations to the Board with respect to critical issues involving the administration of the  
11 Judgment and Physical Solution entered by this Court on December 28, 2015. Those rules and  
12 regulations are then ultimately approved by the Board and adopted by the Court.

13 3. My firm has recently drafted rules and regulations on issues relating to metering  
14 requirements and a timetable for installing meters. Those rules and regulations were unanimously  
15 approved by the Watermaster Board pursuant to Board Resolution No. R-17-07 on September 27,  
16 2017 and (I am told) adopted by this Court pursuant to a noticed hearing on November 28, 2017.

17 4. Unanimous agreement amongst Board members and the Parties has not been  
18 possible on the issues of Pre-Rampdown Production rights and Carry Over water, topics which  
19 are covered in the motion to which this supporting declaration is being submitted. It is my  
20 professional judgment that it is a matter of vital urgency that interpretive certainty be obtained  
21 with respect to the issues addressed in the accompanying motion concerning Pre-Rampdown  
22 Production rights and Carry Over water for the following reasons:

23 A. Parties are subject to Replacement Water Assessments commencing  
24 January 1, 2018. It will be necessary for my firm as the Watermaster Engineer to track  
25 Groundwater rights and usage under the Judgment pursuant to an accurate and reliable accounting  
26 process. This accounting process cannot be responsibly implemented until there is certainty as to  
27 how the issues of Pre-Rampdown Production rights and Carry Over water are to be applied under  
28 the Judgment. The Board, the Watermaster Engineer, and the Parties need certainty as to how this



1 accounting process will function. Not knowing how much Groundwater a Party may Produce  
2 makes developing and implementing an accurate and useful accounting system problematic.  
3 Without the interpretive certainty requested in the accompanying motion being obtained from this  
4 Court, it is virtually impossible to know which Parties are subject to Replacement Water  
5 Assessments and which are not and how to calculate those assessments so that the amount of  
6 Replacement Water can be quantified and priced and ultimately obtained in an organized and  
7 cost-efficient manner pursuant to the terms of the Judgment in this case.

8           B.       As of January 1, 2018, the Parties are subject to a Replacement Water  
9 Assessment for any Production in excess of a Party's total right to Produce Groundwater under  
10 the Judgment. Depending on how the Pre-Rampdown Production rights and Carry Over water  
11 provisions are interpreted, the amount of Groundwater a Party can Produce or Carry Over in a  
12 given Year may be significantly different than what that Party has been planning for and  
13 anticipating. This situation presents a potentially significant but unquantifiable financial risk and  
14 responsibility for Producers in the Antelope Valley Groundwater Basin.

15           C.       Depending on how this Court interprets the issues relating to Pre-  
16 Rampdown Production rights and Carry Over water, Groundwater Production could become  
17 significantly more expensive as Parties become obligated to pay for Replacement Water to make  
18 up for potentially excess Production. Parties need to know about these financial obligations as  
19 soon as possible because they could occur in 2018.

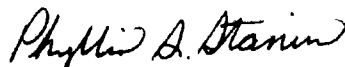
20           5.       As for the issue of Carry Over of Pre-Rampdown Production rights, both those  
21 with Overlying Production Rights as well as the Public Water Suppliers will be affected by  
22 whatever decision is made as to the correct interpretation of this issue. All affected Parties need  
23 to know if their Pre-Rampdown Production right (if they have such a right) is subject to Carry  
24 Over or not as this has a major impact on water supply planning for all involved, including both  
25 Public Water Suppliers and those with farming or other overlying landowner operations.  
26 Overlying landowners and farmers need to have certainty as to their anticipated water supply so  
27 that decisions can be made as to what types of crops to plant and the amount of acreage to  
28 dedicate to those crops. In addition, the Public Water Suppliers need to plan for whether they

1 have Carry Over water rights relating to any Pre-Rampdown Production rights they may have.  
2 Parties have also been inquiring of the Watermaster Engineer as to whether they can transfer any  
3 Pre-Rampdown Production rights. In short, Parties need to know if Carry Over is or is not going  
4 to be allowed on any Pre-Rampdown Production rights they may have so that they can explore  
5 transfer options now and plan accordingly for the future.

6 6. There is a similar urgency for a decision as to whether or not the unused portion of  
7 the Federal Reserved Water Right is subject to Carry Over. Regardless of the resolution, Parties  
8 with a right to that unused portion of the Federal Reserved Water Right need to quantify their  
9 2018 water supplies immediately, as well as plan for future years, so that they can take steps to  
10 meet demands, as necessary.

11 7. Further, not deciding these issues now will significantly impact my duties as  
12 Watermaster Engineer. Under Paragraph 18.5.2 of the Judgment, the Watermaster Engineer is  
13 required to “ensure that reductions of Groundwater Production to the Native Safe Yield  
14 (Rampdown) take place pursuant to the terms of this Judgment and any orders by the Court.”  
15 Implementing this instruction will be impossible until we know what reductions will be required.  
16 The detailed water accounting required by the Judgment, which is the responsibility of the  
17 Watermaster Engineer, depends on the outcome of the interpretive issues before this Court as  
18 explained in the accompanying motion.

19 I declare under penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct. Executed this 2nd day of January 2018, in The Sea Ranch,  
21 California.

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Phyllis Stanin

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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 eighteen (18) and not a party to the within action. My business address is 200 East Carrillo Street, Fourth Floor, Santa Barbara, California 93101.

On January 2, 2018, I served the foregoing document described as **NOTICE OF MOTION AND MOTION FOR ORDER INTERPRETING THE JUDGMENT REGARDING PRE-RAMPDOWN PRODUCTION AND CARRY OVER WATER RIGHTS; DECLARATIONS OF CRAIG A. PARTON AND PHYLLIS STANIN; EXHIBITSS A-C** on all interested parties in this action by placing the original and/or true copy.

- BY ELECTRONIC SERVICE:** I posted the document(s) listed above to the Santa Clara County Superior Court Website @ [www.scefilings.org](http://www.scefilings.org) and Glotrans website in the action of the Antelope Valley Groundwater Cases.
- (*STATE*) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- (*FEDERAL*) I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on January 2, 2018, at Santa Barbara, California.

  
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Signature  
Elizabeth Wright