

1 DOUGLAS J. EVERTZ, SBN 123066  
MURPHY & EVERTZ, LLP  
2 650 Town Center Drive, Suite 550  
Costa Mesa, California 92626  
3 Telephone: (714) 277-1700  
Fax: (714) 277-1777  
4

Exempt from filing fee  
Government Code § 6103

5 *Attorneys for Defendant, Cross-Complainant  
and Cross-Defendant CITY OF LANCASTER*

6 [NAMES OF ADDITIONAL MOVING PARTIES ON FOLLOWING PAGES]  
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES  
10

11 **ANTELOPE VALLEY GROUNDWATER  
CASES**  
12 Included Actions:  
13 Los Angeles County Waterworks District  
14 No. 40 v. Diamond Farming Co.  
Superior Court of California, County of  
15 Los Angeles, Case No. BC325201;  
16 Los Angeles County Waterworks District  
17 No. 40 v. Diamond Farming Co.  
Superior Court of California, County of Kern,  
18 Case No. S-1500-CV-254-348  
19 Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
20 Lancaster, Diamond Farming Co. v. Palmdale  
Water Dist., Superior Court of California  
21 County of Riverside, consolidated actions; Case  
Nos. RIC 353 840, RIC 344 436, RIC 344 668.  
22  
23

LASC, Case No. BC 325201  
Judicial Council Coordination  
Proceeding No. 4408  
Santa Clara Case No. 1-05-CV 049053  
Assigned to The Honorable Jack Komar

**EX PARTE APPLICATION OF  
"MOVING PRINCIPALS" FOR  
CONTINUANCE OF TRIAL;  
DECLARATION OF DOUGLAS J.  
EVERTZ IN SUPPORT OF  
APPLICATION**

**DATE:** July 29, 2010  
**TIME:** 9:00 a.m.  
**DEPT:** 12 [Santa Clara]

Trial Date: September 27, 2010

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1 Thomas S. Bunn III, SBN 89502  
Lagerlof, Senecal, Gosney & Kruse, LLP  
2 301 N. Lake Avenue, 10th Floor  
Pasadena, CA 91101  
3 Telephone: (626) 793-9400  
Facsimile: (626) 793-5900  
4

*Attorneys for Defendant and Cross-Complainant  
5 Palmdale Water District*

6 Michael D. McLachlan, SBN 181705  
LAW OFFICES OF MICHAEL D. McLACHLAN, APC  
7 10490 Santa Monica Boulevard  
Los Angeles, California 90025  
8 Telephone: (310) 954-8270  
Fax: (310) 954-8271  
9

*Attorneys for Plaintiff Richard Wood and the Class*

10 Richard G. Zimmer, SBN 107263  
11 CLIFFORD & BROWN  
Bank of America Building  
12 1430 Truxtun Avenue, Suite 900  
Bakersfield, California 93301  
13 Telephone: (310) 661) 322-6023

*Attorneys for Bolthouse Properties, LLC and  
14 Wm. Bolthouse Farms, Inc.*

15 Michael T. Fife, SBN 203025  
16 BROWNSTEIN HYATT FARBER SCHRECK, LLP  
21 East Carrillo Street  
17 Santa Barbara, CA 93101  
Telephone: (805) 963-7000  
18 Facsimile: (805) 965-4333

19 *Attorneys for B.J. Calandri, John Calandri, John Calandri as Trustee of the John and B.J.  
20 Calandri 2001 Trust, Forrest G. Godde, Forrest G. Godde as Trustee of the Forrest G. Godde  
Trust, Lawrence A. Godde, Lawrence A. Godde and Godde Trust, Kootenai Properties, Inc.,  
21 Gailen Kyle, Gailen Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee  
of the Kyle Family Trust, Julia Kyle, Wanda E. Kyle, Eugene B. Nebeker, R and M Ranch, Inc.,  
22 Edgar C. Ritter, Paula E. Ritter, Paula E. Ritter as Trustee of the Ritter Family Trust, Trust, Hines  
Family Trust, Malloy Family Partners, Consolidated Rock Products, Calmat Land Company,  
23 Marygrace H. Santoro as Trustee for the Marygrace H. Santoro Rev. Trust, Marygrace H.  
Santoro, Helen Stathatos, Savas Stathatos, Savas Stathatos as Trustee for the Stathatos Family  
24 Trust, Dennis L. & Marjorie E. Groven Trust, Scott S. & Kay B. Harter, Habod Javadi, Juniper  
Hills Water Group, Eugene V., Beverly A., & Paul S. Kindig, Paul S. & Sharon R. Kindig, Jose  
25 Maritorena Living Trust, Richard H. Miner, Jeffrey L. & Nancee J. Siebert, Barry S. Munz, Terry  
A. Munz and Kathleen M. Munz, Beverly Tobias, Leo L. Simi, White Fence Farms Mutual Water  
26 Co. No. 3., William R. Barnes & Eldora M. Barnes Family Trust of 1989, Healy Enterprises, Inc.,  
John and Adrienne Reca, Sahara Nursery, Sal and Connie L. Cardile, Gene T. Bahlman*

27 **[Additional Names on Following Page]**

28 {00002277.3 }

1 Robert G. Kuhs, SBN 160291  
Kuhs & Parker  
2 P.O. Box 2205  
1200 Truxtun Avenue, Suite 200  
3 Bakersfield, CA 93303  
Telephone: (661) 322-4004  
4 Facsimile: (661) 322-2906

5 *Attorneys for Defendant Tejon Ranchcorp*

6 Susan M. Trager, SBN 58497  
SMITHTRAGER LLP  
7 19712 MacArthur Boulevard, Suite 120  
Irvine, CA 92612  
8 Telephone: (949) 752-8971  
Facsimile: (949) 863-9804

9  
10 *Attorneys for Cross-Complainant  
Phelan Piñon Hills Community Services District*

11 Michael Duane Davis, SBN 093678  
GRESHAM SAVAGE NOLAN & TILDEN  
12 3750 University Avenue, Suite 250  
Riverside, CA 92501  
13 Telephone: (951) 684-2171  
Facsimile: (951) 684-2150

14  
15 *Attorneys for Cross-Defendant and Cross-Complainants  
A.V. United Mutual Group, Service Rock Products, L.P. and Sheep Creek Water Company*

16 Scott K. Kuney, SBN 111115  
Law Offices of Young Wooldridge, LLP  
17 1800 30th Street, Fourth Floor  
Bakersfield, CA 93301  
18 Telephone: (661) 327-9661  
Facsimile: (661) 327-0720

19  
20 *Attorneys for Antelope Valley Water Storage, LLC and  
WDS California II, LLC*

21 William M. Sloan, SBN 203583  
MORRISON & FOERSTER LLP  
22 425 Market Street  
San Francisco, CA 94105-2482  
23 Telephone: (415) 268-7000  
Facsimile: (415) 268-7522

24 *Attorneys for U.S. Borax Inc.*

25 ///

26 ///

27 **[Additional Names on Following Page]**

28

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1 Bob H. Joyce, SBN 84607  
LEBEAU & THELEN, LLP  
2 5001 East Commercenter Drive, Suite 300  
Post Office Box 12092  
3 Bakersfield, CA 93389-2092  
Telephone: (661) 325-8962  
4 Facsimile: (661) 325-1127

5 *Attorneys for Diamond Farming, a California corporation,*  
*Crystal Organic Farms, a limited liability company,*  
6 *Grimmway Enterprises, Inc., and Lapis Land Company, LLC*

7 Edward S. Renwick, SBN 29325  
HANNA AND MORTON, LLP  
8 444 South Flower Street, Suite 1500  
Los Angeles, CA 90071-2916

9 *Attorneys for Cross-Defendant*  
10 *WAGAS LAND COMPANY LLC*

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1 **I. APPLICATION.**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:**

3 **PLEASE TAKE NOTICE THAT** on July 29, 2010 at 9:00 a.m. in Department 12 of  
4 the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, CA 95133, the  
5 moving parties will move for an *Ex Parte* Order continuing the Phase III Trial, presently set for  
6 September 27, 2010, and to continue all pretrial dates, including depositions, accordingly.

7 **A. Basis of the Application.**

8 This Ex Parte Application (“Application”) is made pursuant to Rule 3.1332 of the  
9 California Rules of Court, as well as the inherent power of this Court to control the proceedings  
10 before it. (Code Civ. Proc, §§ 128, 187.) This Application is brought on behalf of The City of  
11 Lancaster, Palmdale Water District, the Woods Class, Bolthouse Properties, Tejon Ranchcorp,  
12 Phelan Piñon Hills Community Services District, A.V. United Mutual Group, Service Rock  
13 Products, L.P., Sheep Creek Water Company, Antelope Valley Water Storage, LLC, WDS California  
14 II, LLC, U.S. Borax Inc., Grimmway Farms (Diamond Farming Company, Crystal Organic Farms,  
15 Grimmway Enterprises Inc., and Lapis Land Company LLC), WAGAS Land Company LLC, and the  
16 Antelope Valley Groundwater Agreement Association (“Moving Principals”). As this Court was  
17 advised at a Case Management Conference held on July 15, 2010, the Antelope Valley Mediation  
18 Principals (“Principals”) reached an agreement referred to as the “Antelope Valley Accord”  
19 (“Accord”). The Accord represents a comprehensive agreement establishing a physical solution for  
20 Antelope Valley groundwater management and providing a basis for final resolution of all pending  
21 litigation over the amount and allocation of groundwater pumping rights of the Antelope Valley Area  
22 of Adjudication. A true and correct copy of the Accord, together with supporting technical  
23 documents, are filed concurrently herewith. The moving Principals therefore request a short 60 day  
24 continuance of the Phase III Trial (and continuance of all other pretrial dates based on the new trial  
25 date) so as to afford the parties an opportunity to finalize their Agreement, and to conduct a  
26 meaningful mediation scheduled August 24 and 25 before Justice Robie.

27 **B. Previous Applications of the Court (Cal. Rule Court Rule 3.120(b).**


28 This is the first formal application for continuance of the Phase III Trial.

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**C. Documents Supporting the Application.**

This Application is based upon this Application, the Memorandum of Points and Authorities in Part II, the Declaration of Douglas J. Evertz in Part III, the Accord and all concurrently filed technical documents, Lancaster’s Case Management Conference Statement filed July 13, 2010, the Declaration of James C. Waldo filed July 14, 2010, the pleadings and papers on file in this action, and all further oral and documentary evidence as may be presented to the Court at or before the hearing on this Application.

DATED: July 26, 2010                      MURPHY & EVERTZ LLP

By:   
Douglas J. Evertz, Attorneys for Defendant,  
Cross-Complainant and Cross-Defendant  
CITY OF LANCASTER

1 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

2 **A. Introduction.**

3 On July 15, 2010, the Court held a Case Management Conference at which time a number  
4 of parties representing the vast majority of groundwater pumping within the AVAA requested the  
5 Court to continue the Phase III Trial. The parties requested the continuance based upon the  
6 significant achievement the Principals have made in negotiating the Accord, which incorporates  
7 a proposed physical solution. The Accord includes an initial total sustainable yield (which is  
8 subject to future adjustment), agreed upon reduction in current groundwater pumping and applied  
9 groundwater management tools. At this point, no party is formally bound by the Accord. Upon  
10 approval, The Accord will serve as the framework and starting point of a comprehensive settlement  
11 agreement.

12 To further evaluate the merits of the requested trial continuance, this Court stated in  
13 its Minute Order of July 15, 2010 that “in order to consider the request for a continuance the  
14 Court must have more details of the terms of the so-called Waldo settlement proposal and  
15 information specifying the parties who have not participated and would not be covered by the  
16 settlement as well as those who would be bound.” Pursuant to Evidence Code section 1122,  
17 all Principals have now consented to the limited disclosure of the Accord, a copy of which  
18 (with supporting technical data) is filed concurrently with this Application as Exhibit “A.”<sup>1</sup>  
19 (Evertz Decl., ¶¶ 3-4.)

20 A mediation has now been scheduled on August 24, and if necessary, will continue on  
21 August 25, 2010, with Justice Robie. August 24, 2010 is the first date Justice Robie is available to  
22 conduct the mediation. As ordered by this Court, the Principals have selected representative

23  
24 <sup>1</sup> Technical documents accompanying the Accord include: (i) “Technical Considerations in Constructing  
25 the Settlement Framework,” (ii) “Report #1: Summary and Synthesis of Available Information on  
26 Standing Groundwater Levels and Significant Trends,” (iii) “Report #2: Summary and Synthesis of  
27 Available Information on Historical Groundwater Pumping in the Antelope Valley,”  
28 (iv) “Report #3: Critical Factors Affecting Assessments of Groundwater Yield and Resource Status  
in the Antelope Valley,” (v) “Report #4: Summary and Synthesis of Available Information on Change in  
Groundwater Storage and Sustainable Yield in the Antelope Valley,” (vi) “Updated Estimate of  
Agricultural Pumping in the Antelope Valley,” (vii) “Change in Groundwater Levels 1997-2009,”  
(viii) Report of independent expert Kenneth D. Schmidt, and (ix) Report of independent expert David  
Abbot/Todd Engineers.

1 counsel to speak on their behalf at the mediation. Los Angeles County Water Works District No. 40,  
2 Littlerock Creek Irrigation District, and the City of Los Angeles have confirmed they will  
3 participate in the process. (Evertz Decl., ¶ 5.)

4 Because of the monumental progress made to date in crafting the Accord, and to afford the  
5 parties an opportunity to conduct a meaningful mediation before Justice Robie, the Moving  
6 Principals respectfully request a short 60 day continuance of the Phase III Trial, and that all other  
7 pretrial dates, including depositions, be continued based upon the new trial date.

8 **B. Participants in the Antelope Valley Principals’ Mediation Process and the**  
9 **Percentage of Pumping They Represent.**

10 The following is a comprehensive list, in alphabetical order, of the Principals who  
11 participated in crafting the Accord. (Evertz Dec., ¶ 3.)

12 **Principals.**

- 13 1. Antelope Valley Water Storage, LLC.
- 14 2. A.V. United Mutual Group:
  - 15 Antelope Park Mutual Water Company
  - 16 Aqua J Mutual Water Company
  - 17 Averydale Mutual Water Company
  - 18 Bleich Flat Mutual Water Company
  - 19 Colorado Mutual Water Company
  - 20 Eldorado Mutual Water Company
  - 21 Evergreen Mutual Water Company
  - 22 Landale Mutual Water Company
  - 23 Land Projects Mutual Water Company
  - 24 Shadow Acres Mutual Water Company
  - 25 Sundale Mutual Water Company
  - 26 Sunnyside Farms Mutual Water Company
  - 27 Tierra Bonita Mutual Water Company
  - 28 Westside Park Mutual Water Company
  - White Fence Farms Mutual Water Company.
- 3. Antelope Valley-East Kern Water Agency (“AVEK”).
- 4. Antelope Valley Ground Water Agreement Association (“AGWA”):
  - B.J. Calandri, John Calandri, John Calandri as Trustee of the John and B.J. Calandri 2001 Trust, Forrest G. Godde, Forrest G. Godde as Trustee of the Forrest G. Godde Trust, Lawrence A. Godde, Lawrence A. Godde and Godde Trust, Kootenai Properties, Inc., Gailen Kyle, Gailen Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee of the Kyle Family Trust, Julia Kyle, Wanda E. Kyle, Eugene B. Nebeker, R and M Ranch, Inc., Edgar C. Ritter, Paula E. Ritter, Paula E. Ritter as Trustee of the Ritter Family



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Trust, Trust, Hines Family Trust , Malloy Family Partners, Consolidated Rock Products, Calmat Land Company, Marygrace H. Santoro as Trustee for the Marygrace H. Santoro Rev. Trust, Marygrace H. Santoro, Helen Stathatos, Savas Stathatos, Savas Stathatos as Trustee for the Stathatos Family Trust, Dennis L. & Marjorie E. Groven Trust, Scott S. & Kay B. Harter, Habod Javadi, Juniper Hills Water Group, Eugene V., Beverly A., & Paul S. Kindig, Paul S. & Sharon R. Kindig, Jose Maritorena Living Trust, Richard H. Miner, Jeffrey L. & Nancee J. Siebert, Barry S. Munz, Terry A. Munz and Kathleen M. Munz, Beverly Tobias, Leo L. Simi, White Fence Farms Mutual Water Co. No. 3., William R. Barnes & Eldora M. Barnes Family Trust of 1989, Healy Enterprises, Inc., John and Adrienne Reca, Sahara Nursery, Sal and Connie L. Cardile, Gene T. Bahlman.

- 5. Bolthouse Properties.
- 6. City of Lancaster.
- 7. City of Palmdale.
- 8. Grimmway Farms (Diamond Farming Company, Crystal Organic Farms, Grimmway Enterprises, Inc., and Lapis Land Company. LLC).
- 9. Los Angeles County Sanitation District Nos. 14 and 20.
- 10. Palmdale Water District.
- 11. Phelan-Piñon Hills Community Services District.
- 12. Quartz Hill Water District.
- 13. Rio Tinto / U.S. Borax.
- 14. Rosamond Community Services District.
- 15. Service Rock Products, L.P.
- 16. Sheep Creek Water Company.
- 17. Tejon Ranchcorp.
- 18. WAGAS Land Company.
- 19. WDS California II, LLC.
- 20. Willis Class (dormant overlyers class).
- 21. Wood Class (small pumpers class).<sup>2</sup>

<sup>2</sup> Additionally, the United States participated, presenting its position on its water needs, which the Principals found agreeable.

1           **C.     Allocation of Groundwater Pumping in the Antelope Valley Area of Adjudication**  
2                           **Between Accord Participants and Non-Participants.**

3           During the mediation process, the mediators distributed a questionnaire to all the  
4 Principals, asking each Principal to report its recorded or estimated groundwater pumping from  
5 1980 to the present time, with these responses to be held in strict confidence under the mediation  
6 privilege and confidentiality provisions. Using the self-reported pumping values, plus an estimate  
7 of 8,000 AF/yr provided by the Los Angeles Department of Water and Power (“LADWP”) for  
8 its lands in the AVAA, the mediators calculated average annual pumping values for the period  
9 2006-2010 at 142,482 AF/yr for the mediation participants plus LADWP.

10           Los Angeles County Waterworks District 40’s recent filing of the “Appendices to Public  
11 Water Suppliers’ Expert Report - Appendix A” with attached exhibits allowed the mediators to  
12 calculate estimates of pumping for parties not participating in the mediation, using recent,  
13 publicly-available figures. The mediators used pumping values reported in Appendix D-7 of this  
14 filing to calculate average annual pumping for the period 2005-2009 for the following  
15 non-participating entities:

16

Antelope Valley Water Company	686 AF/yr
Desert Lake Community Services District	81 AF/yr
Edwards Air Force Base	1,837 AF/yr
Littlerock Creek Irrigation District	914 AF/yr
Los Angeles County Waterworks District 40	18,978 AF/yr
Palm Ranch Irrigation District	815 AF/yr
<b>Total</b>	<b>23,311 AF/yr</b>

20

21           Adding the estimated annual pumping from the Principals’ self-reports to the average total  
22 pumping by major non-participants yields an estimated value of 165,793 AF/yr for total  
23 groundwater pumping in the AVAA.<sup>3</sup> Pumping by the mediation Principals represents 85.9% of  
24 the annual groundwater production in the AVAA, leaving Los Angeles County Waterworks,

25  
26  
27 <sup>3</sup> It is likely that there is additional pumping occurring in the AVAA by parties that were neither among  
28 the Principals nor accounted for in the analysis presented in Appendix D-7 Table 3. However, it is  
believed that such pumping is de minimis since the parties listed here account for the great majority of  
the pumping described in Los Angeles County Waterworks District 40’s Expert Report.

1 Littlerock Creek Irrigation District, Edwards Air Force Base, and the other non-participants  
2 representing approximately 14% of current groundwater pumping.

3 **D. Pursuing the Accord to Finality is in the Best Interest of all Stakeholders.**

4 The Accord (i) settles all claims to natural groundwater by and between the settling  
5 parties, (ii) serves as a basis for the fair resolution of claims with non-participating parties,  
6 thereby satisfying the requirements of the McCarran Amendment, (iii) provides for a  
7 comprehensive physical solution, which includes an initial total sustainable yield, agreed upon  
8 reductions in groundwater pumping and agreed upon management tools, (iv) establishes a  
9 watermaster, and (v) will improve groundwater conditions in the AVAA, while offering water users  
10 real opportunities to serve adequate water supplies for urban needs, economic development and  
11 irrigated agriculture. The experts retained by the Waldo team confirm that the safe yield in the  
12 Accord is a viable number and will not damage the Basin. This safe yield combines a reduction in  
13 water use with a reasonable means of allowing the continued use of the Basin's water for productive  
14 purposes.

15 **E. Good Cause Exists to Continue the Trial in this Case for at Least Six Reasons.**

16 Under Rule 3.1332 of the California Rules of Court, the court may grant a trial  
17 continuance for "good cause." (Cal. Rules Court 3.1332(c).) Factors a court may consider in  
18 determining whether "good cause" exists for a trial continuance include, but are not limited to,  
19 (1) whether there have been any previous trial continuances, (2) "[t]he length of the continuance  
20 requested," (3) "[t]he prejudice that the parties or witnesses will suffer as a result of the  
21 continuance," (4) "[w]hether all parties have stipulated to a continuance," and (5) "[a]ny other fact  
22 or circumstance relevant to the fair determination of the motion or application." (Cal. Rules  
23 Court 3.1332(d).)

24 Based on these rules, the Moving Principals submit that "good cause" exists to continue the  
25 Phase III Trial for the following reasons:

- 26 1. This is the first formal request to continue the Phase III Trial.
- 27 2. The Moving Principals request only a brief continuance so as to afford them an  
28 opportunity to complete their work and to draft a formal and final settlement agreement.

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1 Mr. Waldo confirms in his declaration filed July 14, 2010 that a continuance is absolutely  
2 necessary to effectuate a settlement: "from my personal experience in settling water disputes, it will  
3 require a significant commitment of additional time and resources to prepare the detailed,  
4 legally-binding documents to implement such an important settlement." (Waldo Decl., ¶ 4.) The  
5 attorneys cannot engage themselves in this work if they are simultaneously taking depositions, which  
6 will take nearly a full six weeks -- proceeding with depositions now will detract from the  
7 mediation process and result in the splitting of resources.

8 3. Justice Robie is not available to conduct the mediation until August 24 and 25,  
9 2010. (Evertz Decl., ¶ 5.)

10 4. The trial date is rapidly approaching and the parties will incur tremendous costs  
11 and expenses moving forward with depositions and preparing for a trial on September 27, 2010.

12 5. None of the parties will be prejudiced by a short continuance. The parties will  
13 be prejudiced if the continuance is not granted - the lack of a continuance could well derail the  
14 possibility of any settlement and further polarize the parties.

15 6. If the parties are able to finalize a formal settlement agreement consistent with  
16 Accord, it will fully obviate the need for a Phase III Trial. The Accord includes not only an initial  
17 total sustainable yield subject to future adjustments, which results in the reduction of pumping,  
18 but a comprehensive physical solution which will be presented to the Court and ultimately  
19 enforced by the Court under its continuing jurisdiction. An early settlement, rather than protracted  
20 litigation, is in the best interests of the public and the Basin.

21 **F. Conclusion.**

22 For the first time in approximately 10 years, the parties have developed a comprehensive  
23 physical solution which will formally and finally resolve the complex water issues within the  
24 AVAA. That process will be placed in significant jeopardy if the parties are required to proceed  
25 with the Phase III Trial on September 27, 2010. To give Justice Robie the maximum opportunity  
26 of success during the mediation process, and to afford the Principals an opportunity to formally  
27 document the Accord, the Moving Principals respectfully request the Court continue the Phase III  
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1 Trial for 60 days, and further order that all pretrial dates, including depositions, be continued and  
2 based upon the new trial date.

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DATED: July 26, 2010

MURPHY & EVERTZ LLP

By: 

Douglas J. Evertz, Attorneys for Defendant,  
Cross-Complainant and Cross-Defendant  
CITY OF LANCASTER

1 **III. DECLARATION OF DOUGLAS J. EVERTZ.**

2 I, Douglas J. Evertz, declare as follows:

3 I am an attorney at law, duly licensed to practice before all courts of the State of  
4 California. I am a partner with the law firm of Murphy & Evertz, LLP, counsel for Defendant,  
5 Cross-Complainant and Cross-Defendant the City of Lancaster (“Lancaster”). I have personal  
6 knowledge of the facts set forth below and, if called as a witness, I could and would testify to the  
7 following:

8 1. The Principals identified as “Moving Principals” in this Application expressly  
9 authorized me to include their names as moving parties.

10 2. The Principals retained James Waldo as a mediator experienced in complex  
11 negotiations in resolving water conflicts to lead a mediation team and to develop a proposed  
12 settlement of the Antelope Valley Groundwater cases. In a meeting on July 8, 2010, the Principals  
13 reached agreement in concept on the terms and conditions of the “Antelope Valley Accord”  
14 (“Accord”). A final version of the Accord was circulated for review on July 12, 2010.

15 3. One of the members of the mediation team, William West, who is an attorney with  
16 Mr. Waldo’s office, then began obtaining consents whereby the Principals would release and  
17 authorize presenting the Accord to this Court. Mr. West confirmed, however, that as of the July 15,  
18 2010 Case Management Conference held in these proceedings, all but one of the parties had  
19 consented to the release of the Accord. Mr. West now confirms, that pursuant to Evidence Code  
20 § 1122(a)(1), all parties to the Accord have consented to the limited public disclosure of the Accord.

21 Those parties are: Antelope Valley Water Storage, LLC, A.V. United Mutual Group, Service  
22 Rock Products, L.P., Sheep Creek Water Company, Antelope Valley-East Kern Water Agency,  
23 Antelope Valley Ground Water Agreement Association, Bolthouse Properties, City of Lancaster,  
24 City of Palmdale, Grimmway Farms (Diamond Farming Company, Crystal Organic Farms,  
25 Grimmway Enterprises, Inc., and Lapis Land Company, LLC), Los Angeles County Sanitation  
26 District Nos. 14 and 20, Palmdale Water District, Phelan-Piñon Hills Community Services District,  
27 Quartz Hill Water District, Rio Tinto / U.S. Borax, Rosamond Community Services District, Tejon  
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1 Ranchcorp, WAGAS Land Company, WDS California II, LLC, Willis Class (dormant overlayers  
2 class), and the Wood Class (small pumpers class).

3 4. Attached as Exhibit A is a true and correct copy of the July 12, 2010 Accord,  
4 together with supporting technical data, including reports prepared by two hydrogeology experts  
5 who rendered opinions on the methodology and conclusions that the Principals used to inform  
6 their final decision on groundwater resource issues in the Accord. Technical documents  
7 accompanying the Accord include: (i) "Technical Considerations in Constructing the Settlement  
8 Framework," (ii) Report of independent expert Kenneth D. Schmidt, (iii) Report of independent  
9 expert David Abbott/Todd Engineers, (iv) "Report #1: Summary and Synthesis of Available  
10 Information on Standing Groundwater Levels and Significant Trends," (v) "Report #2: Summary  
11 and Synthesis of Available Information on Historical Groundwater Pumping in the Antelope  
12 Valley," (vi) "Report #3: Critical Factors Affecting Assessments of Groundwater Yield and  
13 Resource Status in the Antelope Valley," (vii) "Report #4: Summary and Synthesis of Available  
14 Information on Change in Groundwater Storage and Sustainable Yield in the Antelope Valley,"  
15 (viii) "Updated Estimate of Agricultural Pumping in the Antelope Valley," and (ix) "Change in  
16 Groundwater Levels 1997-2009."

17 5. Immediately following the July 15, 2010 Case Management Conference, contact  
18 was made with Justice Robie's Clerk, Malinda Moore. We were initially advised that Justice  
19 Robie would be available for mediation on August 11, 24 and 25. Los Angeles County  
20 Waterworks District No. 40, Littlerock Creek Irrigation District and the City of Los Angeles  
21 have indicated their willingness to participate. Thereafter, on July 19, 2010, Ms. Moore advised  
22 my office and others that Justice Robie is not available August 11. The mediation, therefore, was  
23 set August 24 and 25 (if necessary) in Sacramento, California.

24 I declare under penalty of perjury under the laws of the state of California that the  
25 foregoing is true correct.

26 Executed on this 26th of July, 2010, at Costa Mesa, California.

27   
28 \_\_\_\_\_  
DOUGLAS J. EVERTZ

1 **PROOF OF SERVICE**

2 **ANTELOPE VALLEY GROUNDWATER CASES**  
3 Judicial Council Coordination, Proceeding No. 4408

4 Santa Clara Case No. 1-05-CV 049053  
5 Assigned to the Honorable Jack Komar  
6 Los Angeles County Superior Court, Central, Dept. 1

7 I am a resident of the State of California, over 18 years of age and not a party to this action. I  
8 am employed in the County of Orange, State of California. My business address is 650 Town Center  
9 Drive, Suite 550, Costa Mesa, California 92626. On July 26, 2010, I served the within  
10 document(s):

11 **EX PARTE APPLICATION OF "MOVING PRINCIPALS" FOR CONTINUANCE OF**  
12 **TRIAL; DECLARATION OF DOUGLAS J. EVERTZ IN SUPPORT OF APPLICATION**

13  by posting the document(s) listed above to the website <http://www.scefiling.org>, a  
14 dedicated link to the Antelope Valley Groundwater Cases; Santa Clara Case  
15 No. 1-05-CV 049053, Assigned to the Honorable Jack Komar, said document(s) is  
16 electronically served/distributed therewith.

17  By transmitting via e-mail the document(s) listed above to the e-mail address(es) and/or  
18 fax number(s) set forth below on this date.

19  by placing the document(s) listed above in a sealed Overnight Express envelope/package for  
20 overnight delivery at Irvine, California addressed as set forth below.

21  by causing personal delivery by Nationwide Legal of the document(s) listed above, to the  
22 person(s) at the address(es) set forth below.

23 I am readily familiar with Murphy & Evertz, LLP's practice for collecting and processing  
24 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service  
25 on the same day that the correspondence is placed for collection and mailing, it is deposited in the  
26 ordinary course of business with the United States Postal Service, in a sealed envelope with postage  
27 fully prepaid.

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

Executed on July 26, 2010, at Costa Mesa, California.

\_\_\_\_\_  
LORIN MORENO