

1 **RICHARD G. ZIMMER - SBN 107263**

T. MARK SMITH - SBN 162370

2 **CLIFFORD & BROWN**

A Professional Corporation

3 **Attorneys at Law**

Bank of America Building

4 **1430 Truxtun Avenue, Suite 900**

Bakersfield, CA 93301-5230

5 **(661) 322-6023**

6 Attorneys for Bolthouse Properties, LLC
and Wm. Bolthouse Farms, Inc.

7 **BOB H. JOYCE, (SBN 84607)**

8 **LAW OFFICES OF LEBEAU • THELEN, LLP**

5001 East Commercenter Drive, Suite 300

9 **Post Office Box 12092**

Bakersfield, California 93389-2092

10 **Telephone: (661) 325-8962**

Facsimile: (661) 325-1127

11 Attorneys for Diamond Farming Company,
12 a California corporation, Crystal Organic Farms,
a limited liability company, Grimmway Enterprises, Inc.,
13 and LAPIS Land Company, LLC

14 **ROBERT G. KUHS (SBN 160291)**

BERNARD C. BARMANN, JR. (SBN 149890)

15 **KUHS & PARKER**

P. O. Box 2205

16 **1200 Truxtun Avenue, Suite 200**

Bakersfield, California 93303

17 **Telephone: (661) 322-4004**

Facsimile: (661) 322-2906

18 Attorneys for Tejon Ranchcorp, Tejon Ranch Company and
19 Granite Construction Company

20 **WILLIAM M. SLOAN (SBN 203583)**

ALEJANDRO L. BRAS (SBN 280558)

21 **MORRISON & FOERSTER, LLP**

425 Market Street

22 **San Francisco, California 94105-2482**

Telephone: (415) 268-7000

23 **Facsimile: (415) 268-7522**

24 Attorneys for U.S. Borax, Inc.

25 **MICHAEL T. FIFE (State Bar No. 203025)**

BRADLEY J. HERREMA (State Bar No. 228976)

26 **BROWNSTEIN HYATT FARBER SCHRECK, LLP**

21 East Carrillo Street

27 **Santa Barbara, California 93101**

Telephone No: (805) 963-7000

28 **Facsimile No: (805) 965-4333**

1 Attorneys for: Gene T. Bahlman, William Barnes, William R. Barnes & Eldora M. Barnes Family
 2 Trust of 1989, Thomas M. Bookman, B.J. Calandri, John Calandri, John Calandri as Trustee of
 3 the John and B.J. Calandri 2001 Trust, Son Rise Farms, Calmat Land Company, Sal and Connie
 4 L. Cardile, Efren and Luz Chavez, Consolidated Rock Products, Del Sur Ranch LLC, Steven
 5 Godde as Trustee of the Forrest G. Godde Trust, Lawrence A. Godde, Lawrence A. Godde and
 6 Godde Trust, Robert and Phillip Gorrindo, Gorrindo Family Trust, Laura Griffin, Healy Farms,
 7 Healy Enterprises, Inc., John Javadi and Sahara Nursery, Juniper Hills Water Group, Gailen Kyle,
 8 Gailen Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee of the Kyle
 9 Family Trust, Julia Kyle, Wanda E. Kyle, Maritorena Living Trust, Jose and Marie Maritorena,
 10 Richard H. Miner, Barry S. Munz, Terry A. Munz and Kathleen M. Munz, Eugene B. Nebeker, R
 11 and M Ranch, Inc., Richard and Michael Nelson, Robert Jones, John and Adrienne Reca, Mabel
 12 Selak, Jeffrey L. & Nancee J. Siebert, Dr. Samuel Kremen and Tierra Bonita Ranch Company,
 13 Beverly Tobias, Triple M Property FKA and 3M Property Investment Co., Vulcan Materials Co.
 14 and Vulcan Lands Inc., Willow Springs Company, Donna Wilson, collectively known as the
 15 Antelope Valley Groundwater Agreement Association ("AGWA")

10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF SANTA CLARA

12 COORDINATION PROCEEDING
 13 SPECIAL TITLE (Rule 1550(b))

) Judicial Council Coordination Proceeding No.
 4408

14 ANTELOPE VALLEY GROUNDWATER
 15 CASES

) CASE NO. 1-05-CV-049053

15 INCLUDED ACTIONS:

) **OBJECTIONS TO FOURTH
 16 AMENDMENT TO CASE
 17 MANAGEMENT ORDER FOR
 18 PHASE 4 TRIAL,
 19 DECLARATIONS AND
 20 STIPULATIONS**

16 LOS ANGELES COUNTY
 17 WATERWORKS DISTRICT NO. 40 v.
 18 DIAMOND FARMING COMPANY, et al.,
 Los Angeles Superior Court Case No.
 BC325201

19 LOS ANGELES COUNTY
 20 WATERWORKS DISTRICT NO. 40 v.
 21 DIAMOND FARMING COMPANY, et al.,
 Kern County Superior Court Case No. S-
 1500-CV-254348

22 DIAMOND FARMING COMPANY, and
 23 W.M. BOLTHOUSE FARMS, INC., v.
 CITY OF LANCASTER, et al.,
 Riverside Superior Court
 Case No. RIC 344436 [c/w case no. RIC
 344668 and 353840]

) Trial Date: May 28, 2013
 Action Filed: October 26, 2005

26 AND RELATED ACTIONS

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that the following parties file these Objections to Fourth
3 Amendment to Case Management Order for Phase 4 Trial and Declarations and Stipulations
4 Pursuant Thereto: Antelope Valley Groundwater Agreement Association (“AGWA”), U.S.
5 Borax, Inc., Tejon Ranchcorp, Tejon Ranch Company and Granite Construction Company;
6 Diamond Farming Company, a California corporation, Crystal Organic Farms, a limited liability
7 company, Grimmway Enterprises, Inc., and LAPIS Land Company, LLC, Bolthouse Properties,
8 LLC and Wm. Bolthouse Farms, Inc., hereinafter “the PARTIES.”

9
10 **I. GENERAL OBJECTIONS TO FOURTH AMENDMENT TO CASE**
11 **MANAGEMENT ORDER FOR PHASE 4 TRIAL, DECLARATION AND**
12 **STIPULATION PROCESS**

13 **A. The Fourth Amendment to Case Management Order for Phase 4 Trial,**
14 **Declarations and Stipulations Process does not comply with the Code of**
15 **Procedure.**

16 The California Code of Civil Procedure exists to provide for the orderly litigation of
17 civil disputes in a manner that protects the due process rights of the parties. The process and
18 proceedings leading up to the Phase 4 Trial including the declarations and stipulations in
19 conjunction with the Fourth Amendment to Case Management Order for Phase 4 Trial, have
20 not been conducted in conformance with the rules of civil procedure and deny the parties due
21 process. The parties herein incorporate by reference objections previously made to the
22 declarations, stipulations and/or Fourth Amendment to Case Management Order for Phase 4
23 Trial, including but not limited to the Objection to [Proposed] Case Management Order for
24 Phase Four Trial, incorporated herein by reference.

25 **B. The Parties Did Not Stipulate to the Declaration, Stipulation and Fourth**
26 **Amendment to Case Management Order for Phase 4 Trial.**

27 As noted above, the declarations, stipulations and Fourth Amendment to Case
28 Management Order for Phase Four Trial, do not comply with the Code of Civil Procedure.
Additionally, the parties did not stipulate to the declarations, stipulations and Fourth

1 Amendment to Case Management Order process. Accordingly, there is no proper legal basis to
2 impose the declarations, stipulations and Order on the parties.

3 **C. Parties to the Litigation Were Allowed to Decide What Information or**
4 **Documents They Provided with Their Declarations in the Absence of Any Rules**
5 **of Civil Procedure and Stipulations Cannot Bind Parties Which Did Not sign**
6 **The Stipulations**

7 Parties to the litigation decided what information and/or documents they wanted to
8 provide with their declarations. This process of providing information was not governed by the
9 Code of Civil Procedure. This process was not the result of discovery pursuant to the Code of
10 Civil Procedure and parties simply decided what information or documents they decided to
11 provide. Further, stipulations are likewise limited to facts agreed to by only some parties, not
12 all of the parties. Accordingly, they cannot be binding on parties which did not sign the
13 stipulations, whether or not parties file objections.

14 **D. The Order, Declaration and Stipulation Process Results in the Summary**
15 **Adjudication of Facts and Issues by Default and Improperly Shifts the Burden**
16 **of Proof and Burden of Producing Evidence to Other Parties.**

17 In paragraph 3, page 3 of the Order, the Order states:

18 “3. On or before 5:00 p.m. on May 3, 2013, all parties shall
19 serve, by posting to the Court’s website, a statement of any
20 objections or disputes they have to any or all facts stated in any
21 Stipulation or Declaration. The statement of objection and/or
22 dispute shall indicate by party and paragraph the statement of fact
23 being disputed, the basis of the objection and/or dispute to the
24 ,[sic] and shall identify documents and witnesses known to the
25 disputing and/or objecting party that disputes, contradict or is
26 inconsistent with the disputed fact. If the evidence on which the
27 objecting party relies consists in whole or in part of documents, the
28 objecting party shall either identify the documents in its objection
or serve copies of those documents with the objection.”

Paragraph 5, page 4 of the Order states:

“5. **Any portion of a Stipulation or Declaration to which no
objection has been made by the time set forth in paragraph 3
hereof will be accepted by the Court in the Trial as competent
evidence of the facts stated therein, without the necessity to call
a witness to establish the fact.**” (emphasis added)

Paragraph 6, page 4 of the Order further provides:

“6. If a party did not, by May 3, 2013, object to or dispute a
fact stated in a Stipulation or Declaration and provide the

1 information required by this Order but later seeks to dispute that
2 fact during the Trial, that party shall file an application on no less
3 than five (5) days' notice for leave to present evidence disputing
4 the fact at Trial. The application shall be supported by a sworn
5 declaration establishing good cause. If the Court approves such
6 application, it may impose conditions on its approval, including
7 allowing additional discovery related to the objection or dispute,
8 and requiring that the costs be borne, in whole or in part, by the
9 party filing the application."

6 Paragraph 7, page 4 of the Order states:

7 "7. This Fourth Amendment to the Case Management Order
8 shall not affect the burden of proof of any party as to any fact
9 required for its case; it affects only the burden of going forward
10 with the evidence."

10 Although the Order states that it does not affect the burden of proof and that it affects
11 only the burden of going forward with the evidence, the Order in fact shifts the burden of proof
12 and the burden of producing evidence, neither of which is legally proper.

13 As noted above, the Order shifts both the burden of production of evidence and the
14 burden of proof onto other parties to object to "any or all facts stated in any Stipulation or
15 Declaration". Further, it requires the party to state by paragraph what is being disputed
16 including "the basis of the objection and/or dispute" and "shall identify **documents and**
17 **witnesses**" which dispute, contradict or are inconsistent with the alleged facts.
18 Notwithstanding the fact that the party who has the burden of proof is not required to produce
19 evidence of facts, documents and witnesses in a court of law, subject to appropriate cross-
20 examination, the Order shifts this burden to other parties to examine facts, witnesses and
21 documents to dispute such claims. The failure to meet this burden and/or to produce this
22 evidence and to make a specific objection accordingly, results in acceptance "by the Court in
23 the trial as competent evidence of the facts stated therein, without the necessity to call a
24 witness to establish the fact".

25 The result of the declarations, stipulations and the Order is to completely circumvent
26 the rules of civil procedure which exist to protect the due process rights of the parties. The
27 result is that the burden of proof and production of evidence is in fact shifted to the other
28 parties and that they are deprived a trial on the issues. Additionally, the Order results in the

1 Court accepting evidence without any trial and without the Court itself, in any way, evaluating
2 the evidence. The end result is a default against a party without trial based solely on the failure
3 to object to declarations and stipulations to which a party is not legally required to object.

4 **E. The Fourth Amendment to Case Management Order for Phase Four Trial Does**
5 **Not Provide Sufficient Time to Prepare and/or Respond.**

6 **The Fourth Amendment to Case Management Order for Phase Four Trial was**
7 **approved and signed by the Court on April 30, 2013, only three days before the deadline**
8 **to respond.** Given the fact that the Court did not sign the Order within five days from when it
9 was submitted, it appeared that the Court did not intend to sign the Order. The Order provides
10 insufficient time to conduct meaningful written discovery and/or follow up written discovery,
11 provides no time to conduct depositions, subpoenas for records, public record act requests or
12 other discovery and/or to obtain input from consultants and/or experts. Given the gravity of
13 the order resulting effectively in a summary adjudication of issues by default, the parties must
14 clearly have had the opportunity to conduct appropriate investigation, discovery and evaluation
15 of the matters at issue before such a summary adjudication of issues or default occurred. For
16 example, the Parties to this Opposition, in fact, retained a consultant to review the many
17 thousands of pages of declarations and documents, as well as to review approximately 92
18 declarations and 66 stipulations filed.

19 The Parties should not have the burden to research and evaluate approximately 92
20 declarations and thousands of pages of documents or be subject to summary adjudication of
21 issues by default for failure to object. Likewise, the Parties should not have the burden of
22 researching and evaluating approximately 66 stipulations prepared by other parties, to which
23 these parties did not agree, subject to summary adjudication of facts and/or issues for failure to
24 object to such stipulations.

25 **F. It Is Not Possible To Knowingly and Intelligently Agree to Facts in Declarations**
26 **and Stipulations Without Knowing the Legal Effect Such Facts or Stipulations**
27 **Have on Causes of Action in the Litigation.**

28 Several parties have requested that the Court identify the purpose of the Phase 4 Trial
and the legal effect of Phase 4 factual determinations on the parties and or with regard to

1 alleged causes of action. The Court has failed in any meaningful way to respond to these
2 requests. Accordingly, the parties are left to guess what causes of action or issues any factual
3 findings in Phase 4 will have a legal affect on. The Court stated on page 2, line 14 through 16,
4 in the First Amendment to Case Management Order for Phase Four Trial that the Phase 4 Trial
5 would:

6 “ . . . not include any determination as to the reasonableness of
7 that type of use, of the manner in which the party applied water
8 to that use, **or any determination of a water right.**” (emphasis
added)

9 However, it still remains unclear what factual issues determined in the Phase 4 Trial will be
10 relevant and/or applicable to any causes of action or issues. Accordingly, it is impossible to
11 knowingly and intelligently decide whether declarations and/or stipulations should be agreed to
12 and impossible to advise our clients whether accepting declarations and/or stipulations should
13 be considered.

14 **G. There Was Insufficient Time To Review The Approximately 92 Declarations**
15 **And 66 Stipulations And To Evaluate The Thousands Of Pages Of Documents**
16 **Produced And The Parties Reserve The Right To Challenge The Declarations**
17 **Or Stipulations Of Any Party At Trial**

18 There was insufficient time to review the approximately 92 declarations and 66
19 stipulations and to evaluate the thousands of pages of documents produced by the parties. The
20 Parties reserve the right to challenge the declarations or stipulations of any party at the Phase 4
21 Trial or at any subsequent phase of trial when matters embraced by the Declarations and or
22 Stipulations are at issue.

23 **H. Based Upon the Forgoing General Objections and the Specific Objections and**
24 **Comments Below, the Parties Herein Object to All Declarations and Stipulations**

25 Many of the specific objections set forth below include objections applicable to all
26 parties and declarations whether specifically set forth below or not. Declarations fail to include
27 property deeds, fail to include complete documentation to support factual and legal assertions
28 in the declarations, fail to include back up information for other parties to review to confirm
the accuracy of assertions in declarations and stipulations or otherwise make it difficult or

1 impossible for other parties to evaluate the truth and accuracy of assertions in the declarations
2 and or stipulations.

3 **LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40:**

4 **Adam Ariki**

5 As follows, the parties object to the declaration of Adam Ariki, filed January 31, 2013,
6 on the grounds that it is deficient to support claimed water use in Phase IV because it overly
7 relies upon unverified water meter readings to measure groundwater production. The entire
8 declaration also lacks personal knowledge.

9 Paragraph 2: The parties object to paragraph 2 on the grounds that no property deeds
10 were provided proving ownership of the subject properties, on the grounds that APN numbers
11 change and on the grounds that ownership may hereinafter change without appropriating
12 jurisdiction over the parties and property.

13 Paragraph 3: The parties object to paragraph 3 of Mr. Ariki's Declaration on the
14 grounds that the Declaration does not include invoices for AVEK purchases, on the grounds
15 that documents previously provided in response to the Discovery Order referenced in
16 paragraph 2, do not identify whether water was in fact used in the area of adjudication and if
17 so, where, on the grounds that it would be unduly burdensome and oppressive for the parties to
18 review over 1000 pages of District No. 40's documents to determine whether District No. 40's
19 documents are in fact accurate as to mathematical calculations and years.

20 Paragraph 4: The parties object to paragraph 4 on the same grounds stated above with
21 regard to paragraph 3.

22 Paragraph 5: The parties object to paragraph 5 on the same grounds as paragraph 3
23 and on the grounds that no documents were provided establishing amounts reportedly stored in
24 AVEK's water supply stabilization project no. 2, on the grounds that foundational records were
25 not provided regarding allegedly banked water, gross amounts imported therefore, methods of
26 moving the water from the surface to the groundwater basin, the net augmentation to the
27 groundwater basin, the intent to bank water, the ability to recover banked water, dissipation of
28 allegedly banked water and similar issues.

1 Paragraphs 6 and 7: The Declaration of Adam Ariki in Lieu of Deposition Testimony
2 for Phase IV Trial, filed January 31, 2013 on behalf of Los Angeles County Waterworks
3 District No. 40, at Paragraphs 6-7, refers to Exhibit B to District No. 40's Responses to
4 Discovery Order for Phase 4 Trial, which contains yearly production amounts by metered
5 water well on District No. 40-owned properties for the designated years within the scope of
6 this phase of trial. Such water meters are not verified by any third party, and are inherently
7 unreliable absent corroboration and further foundation that the meters are accurate. At the
8 Deposition of Mr. Ariki, Mr. Ariki suggested that its meters are checked by Southern
9 California Edison, and AGWA has been unable to confirm with Southern California Edison
10 that it performs such checking.

11 **QUARTZ HILL WATER DISTRICT:**

12 **Chad Reed**

13 Paragraph 2: The declaration lacks foundation as to property ownership. Neither
14 Quartz Hill nor the declarant have produced records proving property ownership.

15 Paragraph 19-20: The declaration lacks foundation as to groundwater production. The
16 declarant did not produced records of meter readings, pump efficiency tests, meter calibrations,
17 or the declarant's spreadsheets showing groundwater production. The claimed groundwater
18 production is inconsistent with Quartz Hill's reports to the Department of Water Resources.
19 The claimed 2011 and 2012 groundwater production is not representative of Quartz Hill's
20 historic groundwater production. Refer to deposition of Chad Reed.

21 Paragraph 22: Objections, lacks foundation, hearsay. It is unclear from the declaration
22 how much imported water the declarant claims was purchased from AVEK. The declarant has
23 not produced any invoices showing claimed AVEK deliveries.

24 The parties also object to the Declaration of Chad Reed, filed January 31, 2013, on the
25 grounds that Paragraphs 19 and 20 state that Quartz Hill Water District relies upon water meter
26 readings attached as Exhibit E to the Declaration to prove its water use stated in Paragraphs 36-
27 42 of the Declaration. However, Quartz Hill Water District does not produce actual actual
28 meter readings, apparently only an attorney summary, nor documents confirming that the

1 meters were properly calibrated and reflect when and under what circumstances such meter
2 readings were taken. Paragraphs 19 and 20 references water meter records to support water
3 use without proper foundation and without adequate explanation of how the water meters are
4 used and calibrated, which would help ensure that parties may verify the accuracy of the meter
5 readings.

6 **UNITED STATES:**

7 **GENERAL OBJECTION:** Objection is hereby made to the entirety of the United
8 States Declarations on the ground that on April 26, 2013, after the depositions of the United
9 States witnesses and experts had been completed, the United States filed a Supplemental
10 Response to the Discovery Order for the Phase 4 Trial, disclosing approximately 20,930 pages
11 of additional documents. Counsel has not had sufficient time to review the documents or an
12 opportunity to examine any witnesses regarding the authenticity or contents of the documents.

13 **Gerald T. Boetsch, Jr.**

14 Paragraphs 2-7: The declaration lacks foundation as to property ownership. The
15 records produced are incomplete and do not fully account for the claimed 307,000 acres, much
16 of which was apparently acquired by some means other than federal reservation. Refer to the
17 depositions of Gerald Boetsch Jr., General Michael Brewer, James Judkins.

18 Paragraphs 8-9: The declaration lacks foundation as to groundwater production. The
19 United States did not produce a complete set of water meter records and did not produce
20 Southern California Edison pump efficiency tests apparently used to calibrate its meters. Refer
21 to the depositions of Gerald Boetsch Jr., General Michael Brewer, James Judkins.

22 Paragraphs 13-19: The declaration lacks foundation regarding the amount of
23 groundwater allegedly produced for the reasons stated above. The declarant's claim that the
24 water was used for "military purposes" and to "support the military mission" lacks foundation
25 and is not consistent with the deposition testimony of Gerald Boetsch Jr., General Michael
26 Brewer, James Judkins who testified that some of the water was used for non-military
27 purposes.

28 **Jared Scott (Revised)**

1 Paragraphs 2-7: The declaration lacks foundation as to property ownership. The
2 records produced are incomplete and do not fully account for the claimed 5,349.32 acres, none
3 of which were acquired by federal reservation. Refer to the depositions of General Cummins
4 and Jared Scott.

5 Paragraphs 8-9: The declaration lacks foundation as to groundwater production. The
6 United States did not produce a complete set of water meter records and did not produce
7 Southern California Edison pump efficiency tests apparently used to calibrate its meters. Refer
8 to the depositions of General Cummins and Jared Scott.

9 Paragraphs 14-20: The declaration lacks foundation regarding the amount of
10 groundwater allegedly produced for the reasons stated above. The declarant's claim that the
11 water was used for "military purposes" and to "support the military mission" lacks foundation
12 and is not consistent with the deposition testimony of General Cummins and Jared Scott who
13 testified that most, if not all, of Plant 42 has been historically leased to private contractors who
14 used the water.

15
16 **CALIFORNIA WATER SERVICE COMPANY:**

17 **John R. Forth**

18 Paragraphs 2-6: The declaration lacks foundation as to property ownership. Neither
19 Cal Water nor the declarant have produced records proving property ownership.

20
21 **PHELAN PINION HILLS COMMUNITY SERVICES DISTRICT:**

22 **Don Bartz 1/31/2013 Declaration**

23 Entire declaration is based on declarant's "belief" (See paragraphs 18, 19) and is
24 therefore irrelevant, inadmissible hearsay, and improper opinion. (See e.g., Tri-State Mfg. Co.
25 v. Superior Court (1964) 224 Cal.App.2d 442, 445; Jeffers v. Screen Extra's Guild, Inc. (1955)
26 135 Cal.App.2d 622, 623.) Document also contains statements that are irrelevant to the Phase
27 4 trial.

28 **Don Bartz 4/18/2013 Declaration**

1 Exhibits lack foundation. Declarant's "belief" (see paragraph 5) that documents are
2 true, accurate and complete copies of the original is irrelevant, inadmissible hearsay, and
3 improper opinion. (See e.g., Tri-State Mfg. Co. v. Superior Court (1964) 224 Cal.App.2d 442,
4 445; Jeffers v. Screen Extra's Guild, Inc. (1955) 135 Cal.App.2d 622, 623.)

5
6 **PHELAN PINION HILLS COMMUNITY SERVICES DISTRICT**
7 **PROPOSED STIPULATION FOR PHASE 4 TRIAL:**

8 Paragraphs 1-4, 10: Lack foundation and irrelevant to Phase 4 trial.

9 Paragraphs 7-9: Lack foundation, contains irrelevant matter not supported by
10 admissible evidence.

11 **THE CITY OF LOS ANGELES, BY AND THROUGH ITS DEPARTMENT OF**
12 **AIRPORTS, LOS ANGELES WORLD AIRPORTS (LAWA):**

13 The parties object to the Joint Stipulation of LAWA to the entirety of paragraph 66
14 appearing on page 14 of the Joint Stipulation is objected to on the basis that:

- 15 1. The same is based upon inadmissible hearsay, as explained hereinafter.
- 16 2. Is dependent upon the expert opinion of Robert C. Wagner, which is in
17 turn itself based upon inadmissible hearsay, and hearsay of a type which the law does not
18 permit an expert to rely upon and circumvent the predicate admission of as independent
19 evidence. Mr. Wagner concedes on page 2, lines 15 and 16 of his declaration that his ultimate
20 opinion and calculations concerning the aggregate groundwater pumped is based upon hearsay
21 information provided by unidentified third persons. Because the calculation resulting in the
22 claimed aggregate pumping for the year 2011 of 14,009.4 acre feet of groundwater and
23 recycled water is believed to have been overstated. By way of an example, and evaluation of
24 Exhibits "I" and "J," suggests that the calculation presupposes that at least one of the wells in
25 issue was operated consistently for at a minimum 13 hours per day for 365 days. Mr. Wagner
26 likewise concedes in paragraph 26 of his declaration that relevant source materials for
27 verification of his calculations was not available. Finally, Mr. Wagner, in his declaration
28

1 concedes that Grimmway, through Wheeler Farms and others, leased property from LAWA
2 and provided actual meter records evidencing the actual measured amount of groundwater
3 pumped during the relevant lease periods. In paragraph 33 of his declaration, Mr. Wagner
4 identifies Exhibit "M" and suggests that the use of crop duties was employed to calculate the
5 aggregate groundwater production for irrigated acres. It is conceded that Exhibit "M" to that
6 declaration is hearsay. Additionally, Exhibit "M2" and Exhibit "M3" do not clearly indicate
7 what actual leased acreage was calculated using the crop duty methodology. In short, it cannot
8 be determined from Mr. Wagner's declaration and/or the exhibits attached thereto whether or
9 not the water production by Grimmway was based upon the actual meter records or determined
10 from a crop duty calculation.

11 The parties object to the Declaration of Robert Wagner, Paragraphs 33-34, and 36-42.
12 Paragraphs 33-34 state that in calculating water use, Mr. Wagner relied upon the crop duties
13 identified in the Summary Expert Report, Appendix D-3, Table 4. AGWA will offer evidence
14 at trial that the crop water duties contained in that table may be unreliable and only one of
15 many methods to calculate crop water requirements in Antelope Valley.

16 Further, Paragraphs 33-34 and 36-42 reference Exhibits M and N to the Declaration.
17 Exhibit M contains a variety of questionable application of crop duties for other purposes. For
18 example, in Exhibit M-2, the Declaration applies a "pasture" crop duty to a property used for
19 golf course purposes, without any farming occurring whatsoever. Further, while Exhibit N
20 lists individual acreage of crops grown on certain parcels based on leasing activity, the
21 Declaration offers no further information to corroborate these acreages, leaving the parties with
22 no way to verify if they are accurate.

23 **ANTELOPE VALLEY-EAST KERN WATER AGENCY (AVEK)**

24 **Joint Stipulation**

25 The parties object to Paragraph 60 of the Proposed Joint Stipulation by AVEK, is
26 hereby objected to on the basis that the same and the calculations of are irrelevant to the issues
27 for the Phase IV trial and not dispositive of any quantified pumping of groundwater on any real
28 property owned by AVEK for any relevant period of time. Paragraph 60 of the Joint

1 Stipulation is in turn premised upon and relying upon the declaration of Dan Flory, the General
2 Manager, and the same is objected to on the following grounds:

3 **Dan Flory**

4 Mr. Flory does not establish that he possesses sufficient qualifications to express the
5 opinions contained within the declaration and specifically, those articulated in paragraph 21.
6 The total amount of groundwater pumped for any relevant year is wholly absent from the joint
7 stipulation of AVEK, and importantly, wholly absent from the declaration and all exhibits
8 provided by the General Manager, Dan Flory. It is suggested that some of the real property
9 owned by AVEK has groundwater wells situated thereon, but those wells are neither identified,
10 located, nor is any quantification of any pumping from any given well and/or all wells
11 contained within Mr. Flory's declaration nor the exhibits nor the joint stipulation. An
12 evaluation of the Annual Report filed with the State Water Resources Control Board, as
13 required by law, would substantiate the gross quantity of groundwater produced during any
14 calendar year, i.e., 2000 through 2012 was measurably and significantly less than that claimed
15 in paragraph 60 of the Joint Stipulation.

16 **Hong lie Qiu, Dwayne Chisam and Michael Flood**

17 The declarations of Hong lie Qiu, Dwayne Chisam and Michael Flood are virtually
18 identical in form and content of that of Mr. Flory and therefore objected to on the same
19 grounds as asserted to the Declaration of Mr. Flory, and specifically, the lack of qualifications
20 to express expert opinions therein and the total absence of any effort to identify and/or quantify
21 any groundwater pumping.

22
23 **Bruce Burrows**

24 The declaration of Bruce Burrows is hereby objected to on the following grounds:

25 Mr. Burrows purports to be a party to this action. Mr. Burrows did not file the notice of
26 intent to participate in the Phase IV trial as and when required by the Court's order. Mr.
27 Burrows did not respond to the Court ordered discovery as and when required by the Court
28 order or ever.

1 In paragraphs 1, 2, and 3 of the declaration, Mr. Burrows claims mixed ownership to
2 656 acres of real property located within the area of adjudication. There exists no discernable
3 segregation of ownership between Mr. Burrows individually and the identified LLC, a
4 presumed non-party. Mr. Burrows individually purports to assert and claim ownership of real
5 property and thereby water rights which is not substantiated by any competent evidence
6 contained within the declaration, exhibits, or otherwise. All attached exhibits relevant to
7 ownership and claims to water rights appear to be vested in a legal entity and not Mr. Burrows
8 individually.

9 Paragraph 5 of the declaration is likewise deficient and legally insufficient to establish
10 any right in Mr. Burrows individually. There are no exhibits nor other evidence attached
11 showing joint ownership and/or any individual ownership by Mr. Burrows in his individual
12 capacity in any real property. The grant deeds, Exhibit "A," evidence no interest in Mr.
13 Burrows individually. Furthermore, the last sentence of paragraph 5 evidences a lack of
14 personal knowledge as to the method of irrigation prior to 2007, and is at best, speculation,
15 assumption and/or surmise unsubstantiated by admissible evidence.

16 Paragraph 6 is equally deficient in that again joint ownership is asserted but not
17 supported by any exhibits. Given the absence of any competent evidence, Bruce Burrows,
18 individually, has failed to evidence any individual water right or ownership in real property.
19 All asserted factual claims made under penalty of perjury by Bruce Burrows individually are
20 false, not true, and legally insufficient.

21 Paragraph 7 suffers from the same defects. There are no exhibits nor other competent
22 proof of acquisition of title to any real property referenced. There are no deeds, no evidence of
23 vesting, and given the false statements made in the prior paragraphs, no reason to accept the
24 factual claim asserted in paragraph 7 to be other than false.

25 With respect to paragraph 8, there is an insufficient establishment of facts confirming
26 the required personal knowledge. There exists no foundation, no evidence of irrigation
27 schedules or frequency, and given the prior false claims asserted in this declaration, regarding
28

1 the ownership and the identity of Mr. Burrows as an individual holding water rights, the entire
2 declaration including paragraph 8 must be disregarded under the willfully false doctrine.

3 With respect to paragraph 9, the identical objections as asserted as to paragraph 8 above
4 are equally applicable. In conclusion, a careful review of the declaration, and most
5 importantly, all exhibits, confirm that Bruce Burrows, as an individual party to this litigation,
6 has no interest in any real property, nor any individual water rights held in his individual
7 capacity.

8 **AV UNITED MUTUAL GROUP STIPULATIONS:**

9 **St. Andrew's Abbey [Proposed, Revised] Stipulation regarding the**
10 **Deposition and Trial Testimony**

11 Objection to paragraph 3: The well index cards and well driller reports referenced are
12 insufficient to establish ownership of the wells.

13 **Service Rock [Proposed, Revised] Stipulation regarding the Deposition and**
14 **Trial Testimony**

15 Objection to paragraph 1: This paragraph lacks foundation regarding the conclusory
16 statement that Service Rock is not “making a duplicative claim” for properties it leases from
17 Healy Enterprises, Inc.

18 Objection to paragraph 5: This paragraph lacks foundation as to groundwater
19 production because the referenced discovery responses do not break down what percentage of
20 water used was for each use.

21 Objection to paragraph 7: This paragraph lacks foundation as to groundwater
22 production because the pump tests and well tests from 2007 referenced cannot be verified, and
23 do not reflect accurate water use from 2000-2012 to the extent only 2007 records are produced.

24 **Sheep Creek [Proposed, Revised] Stipulation regarding the Deposition and**
25 **Trial Testimony**

26 Objection to paragraph 7c: This paragraph states that Sheep Creek produces water
27 outside the adjudication, yet only references a permit to prove this fact, and thus lacks proper
28 foundation.

1 Objection to paragraph 8: The Stipulation improperly concludes that the 1926 Order
2 referenced allows Sheep Creek to “produce an additional amount of between 1,800 and 2000
3 AF/yr over its current production...” This legal conclusion lacks proper foundation and
4 constitutes improper opinion. This statement is not supported by current pumping records.

5 **Golden Sands [Proposed, Revised] Stipulation regarding the Deposition**
6 **and Trial**

7 Objection to paragraph 4: The 2011 First Notice of Extraction of groundwater is
8 insufficient to establish the fact that a specific amount of groundwater was pumped. Further,
9 the well logs lack proper authentication. Finally, the DWR well reports are not proper
10 evidence of water use claimed.

11 **Adams Bennett [Proposed, Revised] Stipulation regarding the Deposition**
12 **and Trial Testimony**

13 Objection to paragraph 7: To the extent Adams Bennett claims overlying rights, this
14 claim lacks proper foundation because the prior paragraphs in the Stipulation state that Mr.
15 Bennett has not pumped any groundwater or exercised overlying rights on the property
16 historically.

17 **White Fence Farms Mutual Water Company Stipulation re Deposition and**
18 **Trial Testimony**

19 Objection to paragraph 2: The list of APNs provided is not proper foundation to prove
20 White Fence Farms’ service territory.

21 Objection to paragraphs 7b and 7d: The amount of pumping of return flows from
22 imported water lacks foundation and improperly relies upon the Technical Committee Problem
23 Statement Report for its applied percentages.

24 **West Side Park Mutual Water Company Stipulation re Deposition and**
25 **Trial Testimony**

26 Objection to paragraph 3: Annual Notices of Groundwater Extraction filed with the
27 State Water Resources Control Board only demonstrate water claimed and not actual use, and
28 lack proper foundation.

1 Objection to paragraph 4: Annual Notices of Groundwater Extraction filed with the
2 State Water Resources Control Board only demonstrate water claimed and not actual use, and
3 lack proper foundation.

4 Objection to paragraphs 7b and 7d: The amount of pumping of return flows from
5 imported water lacks foundation and improperly relies upon the Technical Committee Problem
6 Statement Report for its applied percentages.

7 **Tierra Bonita Mutual Water Company Stipulation re Deposition and Trial**
8 **Testimony**

9 Objection to paragraph 2: This paragraph lacks foundation and APN numbers are
10 insufficient to establish ownership of the property.

11 Objection to paragraph 8: This paragraph claims an undetermined amount of water for
12 future development that lacks proper foundation and any verified projections of future growth
13 and population for build out.

14 **Sunnyside Farms Mutual Water Company Stipulation re Deposition Trial**
15 **Testimony**

16 Objection to paragraph 2: This paragraph lacks foundation and APN numbers are
17 insufficient to establish ownership of the property.

18 Objection to paragraphs 7b and 7d: The amount of pumping of return flows from
19 imported water lacks foundation and improperly relies upon the Technical Committee Problem
20 Statement Report for its applied percentages.

21 **Sundale Mutual Water Company Stipulation re Deposition and Trial**
22 **Testimony**

23 Objection to paragraph 2: This paragraph lacks foundation and APN numbers are
24 insufficient to establish ownership of the property.

25 **Shadow Acres Mutual Water Company Stipulation re Deposition and Trial**
26 **Testimony**

27 Objection to paragraph 2: This paragraph lacks foundation and APN numbers are
28 insufficient to establish ownership of the property.

1 Objection to paragraphs 7b and 7d: The amount of pumping of return flows from
2 imported water lacks foundation and improperly relies upon the Technical Committee Problem
3 Statement Report for its applied percentages.

4 **Landale Mutual Water Company Stipulation re Deposition and Trial**
5 **Testimony**

6 Objection to paragraph 2: This paragraph lacks foundation and APN numbers are
7 insufficient to establish ownership of the property. The tax assessor records only demonstrate
8 property ownership as far back as 2011-2012, not the 2000-2004 as claimed.

9 Objection to paragraph 7b and 7d: The amount of pumping of return flows from
10 imported water lacks foundation and improperly relies upon the Technical Committee Problem
11 Statement Report for its applied percentages.

12 **Land Projects Mutual Water Company Stipulation re Deposition and Trial**
13 **Testimony**

14 Objection to paragraph 2: This paragraph lacks foundation and APN numbers are
15 insufficient to establish ownership of the property.

16 Objection to paragraph 4: The claim of water use lacks proper foundation to the extent
17 this paragraph relies upon unverified photographs of groundwater production and County of
18 Public Health Licenses to support water use.

19 **Evergreen Mutual Water Company Stipulation re Deposition and Trial**
20 **Testimony**

21 Objection to paragraph 1: The reference discovery response does not support the
22 amount of meters in the service territory claimed.

23 Objection to paragraph 2: This paragraph lacks foundation and APN numbers and
24 shareholder lists are insufficient to establish ownership of the property.

25 **El Dorado Mutual Water Company Stipulation re Deposition and Trial**
26 **Testimony**

27 Objection to paragraph 7b and 7d: The amount of pumping of return flows from
28 imported water lacks foundation and improperly relies upon the Technical Committee Problem
Statement Report for its applied percentages.

1 **Colorado Mutual Water Company Stipulation re Deposition and Trial**
2 **Testimony**

3 Objection to paragraph 2: This paragraph lacks foundation and APN numbers are
4 insufficient to establish ownership of the property.

5 **Bleich Flat Mutual Water Company Stipulation re Deposition and Trial**
6 **Testimony**

7 Objection to paragraph 3: The “Bleich Flat Mutual Water Co. Statistical Data” is
8 unverified and insufficient to support claimed water use, and lacks foundation.

9 **Baxter Mutual Water Company Stipulation re Deposition and Trial**
10 **Testimony**

11 Objection to paragraph 4: Lacks proper foundation, as the water production reports
12 prepared by Larry Gordon, Vice President, lack corroboration. The Edison bills provided do
13 not clearly correlate with the amount of water claimed.

14 Objection to paragraph 8: This paragraph claims an undetermined amount of water for
15 future development that lacks proper foundation and any verified projections of future growth
16 and population for build out.

17 **Averydale Mutual Water Company Stipulation re Deposition and Trial**
18 **Testimony**

19 Objection to paragraph 3: The paragraph relies in part upon meter readings that have
20 not been verified or demonstrated to be accurately calibrated or tested.

21 **Aqua J Mutual Water Company Stipulation re Deposition and Trial**
22 **Testimony**

23 Objection to paragraph 2: This paragraph lacks foundation and APN numbers are
24 insufficient to establish ownership of the property.

25 Objection to paragraph 4: This paragraph lacks foundation and APN numbers are
26 insufficient to establish ownership of the property.

27 **Antelope Park Mutual Water Company Stipulation re Deposition and Trial**
28 **Testimony**

 Objection to paragraph 2: This paragraph lacks foundation and APN numbers are
 insufficient to establish ownership of the property. The tax assessor records only demonstrate
 property ownership as far back as 2006, 2008-2011, not the 2000-2004 as claimed.

1 Objection to paragraph 3: This paragraph lacks proper foundation for water use claims
2 because the well tests and reports only date from 2010, and the “summary spreadsheet”
3 detailing water use does not clearly detail the source of the claimed pumping.

4 **COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY,**
5 **DISTRICTS NO. 14 AND 20 (“LA COUNTY SANITATION”):**

6 **Ray Trambly**

7 The parties object to Paragraphs 33 and 34 of the Declaration of Ray Trambly, filed
8 January 31, 2013, as well as Paragraphs 36-42. Paragraphs 33-34 state that in calculating
9 water use, Mr. Trambly relied upon the crop duties identified in the Summary Expert Report,
10 Appendix D-3, Table 4. AGWA will offer evidence at trial that the crop water duties
11 contained in that table may be unreliable and only one of many methods to calculate crop water
12 requirements in Antelope Valley.

13 Based on review of Mr. Trambly’s Declaration, it appears that where there is any
14 farming at all on a LA County Sanitation –owned parcel, LA County Sanitation may claim the
15 full acreage for the parcel and multiplies this full acreage by crop water duties, thus improperly
16 assuming higher water usage on the property than may have actually occurred due to farming.
17 (E.g., Exhibits B through J and Attachment 2 to Trambly Decl.) Where Attachment 2 to the
18 Trambly Decl. lists crops farmed, these are not correlated with the assessor’s parcel numbers
19 provided in Exhibits A1 and A2, and the total acreage for each crop is not apportioned by
20 parcel numbers. The parties cannot confirm whether or not LA County Sanitation claims the
21 entire acreage under production or only a portion of their acreage under production, thus
22 necessitating that the parties take the deposition of LA County Sanitation witnesses.

23 At the Deposition of Mr. Trambly, Counsel for AGWA questioned Mr. Trambly on
24 crop acreage farmed and water duties. Mr. Trambly indicated that LA County Sanitation
25 reviewed aerial photos that were taken in the springtime in 2000-2004, and based farmed
26 acreage on these photos, consistent with Paragraphs 33 and 34 of his Declaration. Mr.
27 Trambly indicated that while LA County Sanitation obtained pesticide reports to determine
28 crops grown on its property, the pesticide records are not parcel specific, but rather are section

1 specific. For example, Attachment 2 to the Declaration lists onions, carrots, alfalfa and sudan
2 by acres in sections, but not by parcels within those sections. The same holds true for the
3 Pesticide Preference chart on page 3 of Attachment 2, as pesticide application-based duties are
4 only calculated by section, not by parcels. To the extent a large portion of LA County
5 Sanitation's water use is based on estimates based on examination of aerial photographs,
6 without any meter readings, any individual who will testify as to farming practices on the
7 property at issue, reports to the State Water Resources Control Board or any other
8 corroborating evidence, the parties must object to Paragraphs 33-34 as well as Paragraphs 36-
9 42, as Paragraphs 36-42 solely rely upon these unverified, loose crop estimates for substantial
10 water use claims.

11 The parties also object to Paragraphs 19 and 20 of the Declaration of Mr. Tremblay, as
12 these Paragraphs rely on meter readings for 2011 and 2012, without any corroboration of the
13 accuracy of those meters or any information on how the meters are calibrated or inspected.

14
15 **BORON COMMUNITY SERVICES DISTRICT ("BCSD"):**

16 **Peter A. Lopez**

17 The parties object to the Declaration of Peter A. Lopez, filed January 31, 2013, on the
18 grounds that Paragraphs 19 and 20 refer to water meter records to support BCSD's claimed
19 water use in Paragraphs 36-42. BCSD does not verify that the meters were properly calibrated
20 or reflect when and under what circumstances such meter readings were taken. Paragraph 19
21 references water meter records to support water use without proper foundation and without
22 adequate explanation of how the water meters are used and calibrated, which would help
23 ensure that parties may verify the accuracy of the meter readings.

24
25 **STATE OF CALIFORNIA:**

26 **Jerome Marcotte**

27 The parties object to the Declaration of Jerome Marcotte on behalf of The California
28 Department of Transportation ("CalTrans"), filed January 31, 2013, Paragraph 4, on the

1 grounds that the Declaration vaguely states that CalTrans “owns, occupies or controls
2 significant land holdings in the Antelope Valley Adjudication Area,” yet does not fully set out
3 the extent of ownership vs. “control.”

4 **Daniel Robbins**

5 The parties object to Paragraphs 4, 5, and 7 of the Declaration of Daniel Robbins for
6 the Department of Corrections, on the grounds that Paragraphs 4 and 5 establish amounts of
7 water purchased from Los Angeles County Waterworks District No. 40, but then in Paragraph
8 7, the Declaration of Mr. Robbins claims 1,007 acre-feet per year of “in lieu” groundwater,
9 which does not match the amounts of water delivered and discussed under Paragraphs 4 and 5.

10 **David Gerard**

11 The parties object to Paragraphs 4, 5, and 7 of the Declaration of David Gerard for the
12 Department of Veteran Affairs, on the grounds that Paragraphs 4 and 5 establish amounts of
13 water purchased from Los Angeles County Waterworks District No. 40, but then in Paragraph
14 7, the Declaration of Mr. Gerard claims “at least” 100 acre-feet per year, inclusive of “in lieu”
15 groundwater and an unsupported 60 acre-feet per year for expansion of a Veterans Home,
16 which does not match the amounts of water delivered and discussed under Paragraphs 4 and 5.

17 **LITTLEROCK CREEK IRRIGATION DISTRICT (“LCID”):**

18 The parties object to the Declaration of Brad Bones, filed January 31, 2013, which
19 references the fact that Palm Ranch Irrigation District uses a SCADA system for its meter
20 readings at Paragraphs 19-20, but the Declaration offers no independent verification of the
21 accuracy of the system’s calibrations. At a minimum, The parties believe Palm Ranch
22 Irrigation District should furnish some form of corroboration to indicate the reliability of its
23 SCADA system, such as utility energy readings with pump tests, acreages with crop water
24 requirements where not already provided, or other methods of water measurement. Although
25 LCID posted on February 1, 2013 a Letter to All Counsel Re LCID Declaration and Index to
26 Exhibit E, including SCADA readouts as Exhibit E, the Exhibit E is raw data without any
27 verification of its accuracy.

1 The parties also object to Paragraph 35, which states that LCID asserts groundwater
2 rights based on prescription and return flows. The parties object on the grounds that
3 prescriptive rights are not at issue in Phase IV of trial, and objects to LCID's vague claims of
4 amount of return flows based on faulty percentages of municipal and agricultural return flow
5 claimed in the Summary Expert Report and relied upon by the purveyors. AGWA intends to
6 show at trial by its retained expert, Dr. Hendrickx, that the return flow percentages contained in
7 the Summary Expert Report are inaccurate and unreliable.

8 **PALM RANCH IRRIGATION DISTRICT:**

9 **Peter Tuculet**

10 The parties object to the Declaration of Peter Tuculet, filed January 31, 201. The
11 Declaration references the fact that Palm Ranch Irrigation District uses a SCADA system for
12 its meter readings at Paragraphs 19-20, but the Declaration offers no independent verification
13 of the accuracy of the system's calibrations. At a minimum, the parties believe Palm Ranch
14 Irrigation District should furnish some form of corroboration to indicate the reliability of its
15 SCADA system, such as utility energy readings with pump tests, acreages with crop water
16 requirements where not already provided, or other methods of water measurement.

17 **ROSAMOND COMMUNITY SERVICES DISTRICT ("RCSD"):**

18 **Steve A. Perez**

19 The parties object to the Declaration of Steve A. Perez in Lieu of Deposition Testimony
20 for Phase IV Trial, paragraph 2, on the grounds that the declaration lacks foundation, lacks
21 personal knowledge and fails to attach deeds to the property which is alleged to be owned by
22 Rosamond Community Services District. Objection is made to paragraph 3 on the grounds that
23 there is no evidence produced regarding where the water originates and where the water is
24 distributed. Objection also is made to paragraph 2 and paragraph 4 on the grounds that APN's
25 change and there is no basis for identification and jurisdiction over the parcels. Objection is
26 made to paragraph 6 on the grounds that there is no foundation for the conclusion that the
27 district is named on all the titles to the properties given the fact that no deeds of trust are
28 attached.

1 The Declaration of Steven Perez, filed January 31, 2013, states in Paragraph 19 that
2 RCSD relies upon water meter readings attached as Exhibit E to the Declaration. However,
3 RCSD does not verify nor provide foundational documents that the meters were properly
4 calibrated and do not reflect when and under what circumstances such meter readings were
5 taken. Paragraph 19 references water meter records to support water use without proper
6 foundation and without adequate explanation of how the water meters are used and calibrated,
7 which would help ensure that parties may verify the accuracy of the meter readings. The
8 parties further object to paragraph 20 on the grounds that it would be unduly burdensome and
9 oppressive for the parties to review voluminous documents to determine whether the
10 documents are in fact accurate as to mathematical calculations and years.

11 The parties further object to paragraph 21 on the grounds that no invoices for AVEK
12 purchases were provided, nor were documents provided to identify where water was distributed
13 and/or delivered by AVEK, and where it was distributed by Rosamond.

14 Objection is made to paragraph 21 on the grounds that foundational records were not
15 provided regarding allegedly banked water, gross amounts imported for banking, methods of
16 moving the water from the surface to the groundwater basin, the net augmentation to the
17 groundwater basin, the intent to bank water, the ability to recover banked water, dissipation of
18 allegedly banked water and similar issues.

19 Finally, objection is made to paragraph 21 on the grounds that supporting
20 documentation is not provided for alleged state water project deliveries.

21 **CITY OF LANCASTER:**

22 **Carlyle S. Workman**

23 The parties object to the Declaration of Carlyle S. Workman, filed January 31, 2013.
24 The Declaration states in Paragraph 19 that the City of Lancaster relies upon water meter
25 readings attached as Exhibit E to the Declaration. However, the City does not verify that the
26 meters were properly calibrated and reflect when and under what circumstances such meter
27 readings were taken. Paragraph 19 references water meter records to support water use without
28

1 proper foundation and without adequate explanation of how the water meters are used and
2 calibrated, which would help ensure that parties may verify the accuracy of the meter readings.

3 Paragraphs 36 through 42 provide blanket statements that water claimed was used for
4 “municipal and domestic uses,” without any further breakdown of service population or
5 discussion of where such water was used within the City.

6 **PALMDALE WATER DISTRICT:**

7 **Dennis Lamoreaux**

8 The parties object to the Declaration of Dennis Lamoreaux, Paragraph 3, on the
9 grounds that Palmdale Water District relies on meter readings for water use claimed, without
10 any corroboration of the accuracy of those meters or any information on how the meters are
11 calibrated or inspected.

12
13 **Stipulation Between Palmdale Water District and Wood Class:** The parties object
14 to this Stipulation, filed April 15, 2013, on the same grounds contained in AGWA’s objection
15 to the Declaration of Dennis Lamoreaux.

16 **Joint Stipulation Between Public Overliers:** the parties object to the Joint Stipulation
17 of Facts for Trial Pursuant to Case Management Order for Phase IV Trial filed March 15, 2013
18 by and amongst the State of California, the City of Los Angeles, by and through its Department
19 of Airports, Los Angeles World Airports (“LAWA”), LA County Sanitation, and Antelope
20 Valley-East Kern Water Agency (“AVEK”) (collectively, the “Public Parties”), on the grounds
21 specified in AGWA’s March 22, 2013 Objection to Joint Stipulation of Facts, and on the
22 grounds specified in the parties objections to the Declarations of the Public Parties specified
23 herein.

24 **BLUM TRUST:**

25 **Sheldon Blum**

26 Objection to paragraph 2: The declaration fails to include deeds for the properties.

27 Objection to paragraph 3: The Blum Trust improperly claims water rates based upon
28 water not pumped by the Blum Trust and not used by the Blum Trust.

1 Objection to paragraph 4: No deeds are attached to determine acreage nor are any
2 maps attached.

3 Objection to paragraph 5: No deeds are attached to determine acreage nor are any
4 maps attached.

5 Objection to paragraph 6: There is no foundation since no deeds were attached.

6 Objection to paragraph 7: There is no foundation since no deeds were attached.

7 Objection to paragraph 8: The Blum Trust settled any lease disputes it had with Wm.
8 Bolthouse Farms, Inc. and/or Bolthouse Properties, LLC on December 16, 2008.

9 Objection to paragraph 9: There is no foundation since no deeds were attached.

10 Objection to paragraph 11: The Blum Trust settled any lease disputes it had with Wm.
11 Bolthouse Farms, Inc. and/or Bolthouse Properties, LLC on December 16, 2008.

12 Objection to paragraph 12: Any of these disputes were resolved between Blum, Wm.
13 Bolthouse Farms, Inc. and/or Bolthouse Properties, LLC in the settlement agreement signed by
14 Mr. Blum on December 16, 2008. Regardless, the factual and legal allegations made are
15 inaccurate and are without legal foundation.

16 Objection to paragraph 15: Disputes regarding the lease were previously settled.
17 Further, the legal assumptions made are inappropriate. It was unnecessary for Bolthouse to
18 reserve groundwater rights to water which was not pumped from wells on the Blum property.

19 Objection to paragraph 16: The paragraph contains inaccurate factual assertions and/or
20 legal conclusions.

21 Objection to paragraph 17: Blum makes improper legal arguments and assumptions
22 that wells used to irrigate Bolthouse farming operations which included the Blum property,
23 were all used for irrigation of the Blum property and for no other properties.

24 Objection to paragraph 18: As the successor interest to the property as well as
25 continuing to farm these properties.

26 Objection to paragraph 19: Blum assumes facts indicating the estimation of water used
27 on the Blum Trust property to irrigate Bolthouse crops was based upon pump hours metered.
28 This is not accurate and the deposition of Daniel Wilke made this clear. Further, the exhibits

1 attached were doctored by someone on behalf of Blum to change the true amounts estimated by
2 Bolthouse for water use on the Blum property to Bolthouse crops.

3 Objection to paragraph 20: Blum assumes facts indicating the estimation of water used
4 on the Blum Trust property to irrigate Bolthouse crops was based upon pump hours metered.
5 This is not accurate and the deposition of Daniel Wilke made this clear. Further, the exhibits
6 attached were doctored by someone on behalf of Blum to change the true amounts estimated by
7 Bolthouse for water use on the Blum property to Bolthouse crops.

8 Objection to paragraph 33: The documents attached to the declaration lack legal
9 foundation in that the documents attached were prepared by Daniel Wilke and unilaterally
10 doctored by someone on behalf of Mr. Blum.

11 Objection to paragraph 34: The documents attached to the declaration lack legal
12 foundation in that the documents attached were prepared by Daniel Wilke and unilaterally
13 doctored by someone on behalf of Mr. Blum.

14 Objection to paragraph 38: The factual assertions and claims made by the Blum Trust
15 lack foundation and assume facts. They are lacking in foundation given that the documents
16 authenticated by Mr. Wilke at his deposition have been doctored by Mr. Blum. They assume
17 that all groundwater pumped from the wells was used on Mr. Blums property. The deposition
18 of Mr. Wilke made clear this was not the case. Attempts to use an email from Richard
19 Zimmer, who has no personal knowledge of the facts, to show what water wells are used, lacks
20 foundation.

21 Objection to paragraph 39: The factual assertions and assumptions are inaccurate. The
22 assumption is made that all water from particular wells was used to irrigate Bolthouse crops on
23 Blum property.

24 Objection to paragraph 40: The factual assertions and assumptions are unclear and
25 without foundation.

26 Objection to paragraph 41: The factual assertions and assumptions are unclear and
27 without foundation.

28 Objection to paragraph 42: Paragraph 42 is unclear as to meaning and/or intent.

1 Objection to paragraph 43: Paragraph 43 is unclear as to meaning and/or intent.

2 Objection to paragraph 44: Paragraph 44 is unclear as to meaning and/or intent.

3 Objection to paragraph 45: Paragraph 45 is unclear as to meaning and/or intent. The
4 exhibits attached to the declaration contain parcel descriptions without foundation or deed,
5 unauthenticated maps and well locations, a lease deed dispute, regarding which was resolved
6 by settlement agreement, property diagrams without foundation, a modification of lease, any
7 dispute as to which was resolved and the settlement agreement, further maps without legal
8 foundation, pump hours reading logs which do not and cannot be attributed as water use on the
9 Blum property, groundwater production in acre feet water data that does not represent water
10 use solely on the Blum property, crop duties and efficiencies which have not been
11 authenticated, Bolthouse documents which have been doctored to change the amounts
12 contained therein and which do not have proper foundation and an email between attorneys
13 regarding what was believed to have been a well or wells used to irrigate plaintiff's property
14 which turned out to be incorrect by the attorney who had no personal knowledge of this fact.

15 The declaration of Sheldon Blum is generally objected to on the grounds that the Blum
16 Trust has not produced any evidence of any water production from wells on the property, on
17 the grounds that Blum Trust never obtained any right to claim water rights based upon
18 Bolthouse use of water from Bolthouse properties, used to irrigate Bolthouse crops on Blum
19 land and on the grounds that the amounts of water claimed to have been used on the Blum
20 Trust property are inaccurate in any event, have been doctored and changed from water use
21 estimated to have been used to grow Bolthouse crops on Blum land and which do not
22 otherwise have any foundation. A further objection is generally made based upon the Blum
23 Trust settling any and all claims it had against Wm. Bolthouse Farms, Inc. and/or Bolthouse
24 Properties, LLC based upon a settlement agreement in Mr. Blum's possession, signed by Mr.
25 Blum on December 16, 2008.

26 The Supplemental Declaration of Sheldon Blum and Objection to Declaration of
27 Bolthouse entities is further objected to as follows:

1 Paragraph 2: The deposition notice referred to was not ordered by the Court. The
2 Court requested that Bolthouse identify a person most knowledgeable regarding water use on
3 Mr. Blum's property, which witness was produced. No deposition notice was served for this
4 individual, nor were any additional documents demanded. The witness relied on documents
5 previously produced to Mr. Blum.

6 Paragraph 3: The deposition notice referred to was not ordered by the Court. The
7 Court requested that Bolthouse identify a person most knowledgeable regarding water use on
8 Mr. Blum's property, which witness was produced. No deposition notice was served for this
9 individual, nor were any additional documents demanded. The witness relied on documents
10 previously produced to Mr. Blum.

11 Paragraph 4: Objection to re-characterization of testimony and/or taking testimony out
12 of context.

13 Paragraph 5: Objection to re-characterization of testimony and/or taking testimony out
14 of context.

15 Paragraph 6: Objection to re-characterization of testimony and/or taking testimony out
16 of context.

17 Paragraph 7: Objection to re-characterization of testimony and/or taking testimony out
18 of context.

19 Paragraph 8: Assumes facts that whatever piping the declarant reportedly saw, was
20 used to irrigate Bolthouse crops on the Blum property and/or where the casings were located
21 and the letter allegedly authored to Mr. Filkins, and the contents thereof, have not been
22 produced as foundation.

23 Paragraph 9: Objection to re-characterization of correspondence and/or the meaning of
24 information provided to Blum and lack of personal knowledge as to the meaning of the
25 documents, improper argumentation of the meaning of the information provided.

26 Paragraph 10: Improperly includes an email from Richard Zimmer, with no basis to
27 conclude that Mr. Zimmer had personal knowledge of the information provided and
28

1 argumentation regarding the meaning of this improper conclusion and assumes facts that water
2 from the LAID property was in fact used on Mr. Blum's property.

3 Paragraph 12: Although part of what I stated in the first sentence is correct regarding
4 farming of more than one parcel as a farming operation or ranch is true, the claim that water
5 pumped on another property, and used to irrigate crops grown by someone other than the Blum
6 Trust should be allocated to the Blum Trust is without legal support. Further, the argument
7 regarding parcel size is unclear.

8 **ROSAMOND RANCH:**

9 Paragraph 2: Objection on the grounds that a list of assessor parcel numbers does not
10 establish ownership of the property.

11 Paragraph 33: Objection on the grounds that the Paragraph relies upon the crop duties
12 in the Summary Expert Report, Appendix D-3, Table 4, which are inaccurate.

13 Paragraph 34: This paragraph lacks proper foundation, as Exhibit N does not support
14 the water rights claimed in this paragraph. The Declaration does not corroborate its claim with
15 any meter records, pump tests, or electric or diesel bills.

16 Paragraphs 36-41: These paragraphs do not specify which acres of which crops were
17 grown throughout the total claimed acreage owned, thus making it impossible to verify if
18 proper crop duties were applied to calculate water use.

19 Paragraph 42: Objection on the grounds that the term "de minimis" is vague and not
20 defined for purposes of claiming water use, making it unable to determine what portion of
21 water is claimed for 2012.

22 **ANTELOPE VALLEY WATER STORAGE, LLC:**

23 Paragraphs 2 and 4: Objection on the grounds that a list of assessor parcel numbers
24 does not establish ownership of the property.

25 Paragraph 1 under "Crop Duties and Irrigated Acres": Objection on the grounds that
26 the Paragraph relies upon the crop duties in the Summary Expert Report, Appendix D-3, Table
27 4, which are inaccurate.

1 Paragraph 2 under "Crop Duties and Irrigated Acres": Objection on the grounds that
2 the crops grown are based in part on Grant Deeds, which are insufficient evidence to
3 demonstrate farming activities.

4 Paragraph 3 under "Crop Duties and Irrigated Acres": Objection based on lack of
5 foundation and hearsay, as the Paragraph states that it bases numbers on its review of records,
6 without producing or verifying such records in Exhibit "I."

7 Paragraph 6 under "Use of Water": Objection on the grounds that this Paragraph
8 presents a total amount of water used between farming figures and AVEK deliveries, without
9 breaking out which portions account for the total.

10 **LANDINV., INC.:**

11 Paragraphs 2 and 4: Objection on the grounds that a list of assessor parcel numbers
12 does not establish ownership of the property.

13 Paragraph 9: Objection on the grounds that the Paragraph relies upon the crop duties in
14 the Summary Expert Report, Appendix D-3, Table 4, which are inaccurate.

15 Paragraphs 9, 10, and 11: Objection on the grounds that the water use claimed lacks
16 corroboration by methods other than water crop duties, and lacks foundation based on a lack of
17 personal knowledge on the part of the declarant.

18 **ANTELOPE VALLEY JOINT UNION HIGH SCHOOL DISTRICT:**

19 Paragraph 2: Objection on the grounds that a list of assessor parcel numbers does not
20 establish ownership of the property.

21 Paragraph 19 in its entirety: Objection on the grounds that the District relies upon
22 meter readings to verify water use that have not been shown to be properly maintained ,
23 inspected or calibrated.

24 Paragraph 33: This statement lacks foundation.

25
26 **HOLLIDAY ROCK CO., INC.:**

27 **John Holliday**

1 Paragraphs 36 and 37 of Declaration of John Holliday: Objection on the grounds that
2 the Declaration only vaguely alleges that aggregate rock production constitutes the extent of
3 water use on the property, and these Paragraphs do not provide any supporting documentation,
4 and thus lack foundation.

5 Paragraphs 44-46 of Declaration of John Holliday: Objection on the grounds that the
6 Declaration only vaguely alleges that aggregate rock production constitutes the extent of water
7 use on the property, and these Paragraphs do not provide any supporting documentation, and
8 thus lack foundation.

9 **Peter H. Pouwels**

10 Paragraph 37 of Declaration of Peter H. Pouwels: Objection on the grounds that the
11 pump test was performed in 2013, outside the scope of this Phase of trial.

12 Paragraph 50 of Declaration of Peter H. Pouwels: Exhibit "H"'s calculations cannot be
13 independently verified and are not supported by the documentation provided.

14 **Dean Browning**

15 Paragraph 23 of Declaration of Dean Browning: Objection on the grounds that the
16 pump test was performed in 2013, outside the scope of this Phase of trial.

17 **LITTLE ROCK AGGREGATE CO., INC.:**

18 **Robert J. Pluss**

19 Paragraph 2 of Declaration of Robert J. Pluss: Objection on the grounds that a list of
20 assessor parcel numbers does not establish ownership of the property.

21 **GEORGE AND CHARLENE LANE FAMILY TRUST AND THE FRANK AND
22 YVONNE LANE 1993 FAMILY TRUST:**

23 **Blake McCullough-Sanden**

24 Paragraph 2 of Declaration of Blake McCullough-Sanden is hearsay and lacks
25 foundation as to property ownership.

26 Paragraphs 3-6: Objection on the grounds that the Paragraphs rely upon the crop duties
27 in the Summary Expert Report, Appendix D-3, Table 4, which are inaccurate.

1 Paragraphs 5-7: Objection on the grounds that the list of crops grown and acreage are
2 not corroborated by any supporting information or meter readings or pump tests. The farming
3 activities on the property lack corroboration.

4 **MONTE VISTA BUILDING SITES INC. ; THE GEORGE AND CHARLENE**
5 **LANE FAMILY TRUST**

6 **George Lane**

7 Paragraph 2 of the Declaration of George Lane: Objection on the grounds that a list of
8 assessor parcel numbers does not establish ownership of the property.

9 Paragraph 19: Objection on the grounds that the Declaration relies upon meter readings
10 for 2008-2012 to verify water use that have not been shown to be properly maintained ,
11 inspected or calibrated.

12 Paragraphs 33 and 34: Objection on the grounds that the Paragraphs rely upon the crop
13 duties in the Summary Expert Report, Appendix D-3, Table 4, which are inaccurate.

14 “Crop Records” contained in Notice of Errata to Declaration of George Lane:
15 Objection based on the fact that the “crop records” contain Agricultural Commission and
16 private maps that do not demonstrate what acres of crops are grown on the depicted parcels.

17 **AV SOLAR RANCH 1, LLC:**

18 **Daniel Wusinich**

19 Paragraph 2: The declaration lacks foundation as to property ownership. The declarant
20 did not produced records proving property ownership.

21 Paragraphs 19-20: The spreadsheet summarizing meter readings are hearsay and lack
22 foundation since the actual meter readings are not attached to the declaration. Without such
23 information, the quantity of water produced cannot be verified.

24 Paragraph 21: Exhibit H notes that additional information regarding 2012 water
25 deliveries will b forthcoming. Without such information, production numbers cannot be
26 corroborated.

27 Paragraphs 33-42: There is insufficient data to establish whether 80 acres of onions
28 were actually irrigated, and whether it was gross or net acreage. There is no way to verify the

1 irrigated acreage based on the information produced. Further, it is unclear why the declarant
2 calculated water use as a function of crop duty if meter records were available. Further, the
3 declarant is unable to identify which parcel was used to irrigate onion crops.


4 The parties further reserve the right to object to any stipulation or objection at trial to
5 the extent any factual inaccuracies contained in any of the declarations or stipulations in this
6 matter were not apparent on their face without review of deposition transcripts that are not
7 presently available as of the time of this Objection.

8
9 DATED: May 3, 2013

Respectfully submitted.

10 CLIFFORD & BROWN

11
12
13 By:


14 RICHARD G. ZIMMER, ESQ.
15 Attorneys for
16 BOLTHOUSE PROPERTIES, LLC and
17 WM. BOLTHOUSE FARMS, INC.

18
19
20 DATED: May 3, 2013

LAW OFFICES OF LEBEAU THELEN

21
22
23 By:

24 _____
25 BOB H. JOYCE, ESQ.
26 Attorneys for Diamond Farming Company, a
27 California corporation, Crystal Organic Farms, a
28 limited liability company, Grimmway Enterprises,
Inc., and LAPIS Land Company, LLC

///

1 DATED: May 3, 2013

KUHS & PARKER

2

3

4

By: _____

ROBERT G. KUHS
BERNARD C. BARMANN, JR.
Attorneys for Tejon Ranchcorp, Tejon Ranch
Company and Granite Construction Company

5

6

7

8 DATED: May 3, 2013

MORRISON & FOERSTER, LLP

9

10

11

By: _____

WILLIAM M. SLOAN
ALEJANDRO L. BRAS

12

13

14

Attorneys for U.S. Borax, Inc.

15 DATED: May 3, 2013

BROWNSTEIN HYATT FARBER SCHRECK,
LLP

16

17

18

By: _____

MICHAEL T. FIFE
BRADLEY J. HERREMA
Attorneys for Antelope Valley Groundwater
Agreement Association ("AGWA")

19

20

21

22

23

24

25

26

27

28

1 PROOF OF SERVICE (C.C.P. §1013a, 2015.5)

2 Antelope Valley Groundwater Cases
3 Judicial Counsel Coordination Proceeding No. 4408
4 Santa Clara County Superior Court Case No. 1-05-CV-049053

5 I am employed in the County of Kern, State of California. I am over the age of 18 and
6 not a party to the within action; my business address is 1430 Truxtun Avenue, Suite 900,
7 Bakersfield, CA 93301.

8 On May 3, 2013, I served the foregoing document(s) entitled:

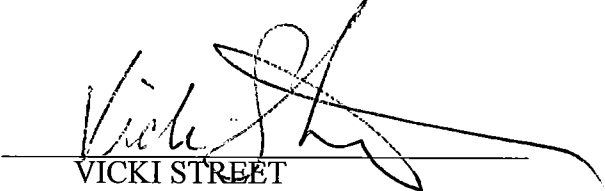
9 **OBJECTIONS TO FOURTH AMENDMENT TO CASE MANAGEMENT**
10 **ORDER FOR PHASE 4 TRIAL AND DECLARATIONS AND**
11 **STIPULATIONS**

12 by uploading the document listed above to the Santa Clara Superior Court website in regard to
13 the Antelope Valley Groundwater Matter. All parties listed on the Santa Clara Superior Court
14 in regard to the Antelope Valley Groundwater Matter are hereby incorporated within by this
15 reference.

16 X BY SANTA CLARA SUPERIOR COURT E-FILING IN COMPLEX LITIGATION
17 PURSUANT TO CLARIFICATION ORDER DATED OCTOBER 27, 2005.

18 Executed on May 3, 2013, at Bakersfield, California.

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

21 
22 VICKI STREET
23 2455-2
24
25
26
27
28