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10 Attorneys for Bolthouse Properties, LLC

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA

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COORDINATION PROCEEDING	)	Judicial Council Coordination
SPECIAL TITLE (Rule 1550(b))	)	Proceeding No. 4408
	)	
<b>ANTELOPE VALLEY GROUNDWATER</b>	)	CASE NO. 1-05-CV-049053
<b>CASES</b>	)	
	)	
INCLUDED ACTIONS:	)	
	)	<b>OBJECTION TO TEJON RANCHCORP'S</b>
LOS ANGELES COUNTY WATERWORKS	)	<b>BRIEF RE JUDGE'S REQUEST FOR</b>
DISTRICT NO. 40 v. DIAMOND	)	<b>CLARIFICATION RE CONTINUING</b>
FARMING COMPANY, et al.,	)	<b>JURISDICTION, NEW PARTIES,</b>
Los Angeles Superior Court	)	<b>CLAIMS AND CHANGED CONDITIONS</b>
Case No. BC325201	)	
	)	
LOS ANGELES COUNTY WATERWORKS	)	
DISTRICT NO. 40 v. DIAMOND	)	
FARMING COMPANY, et al.,	)	
Kern County Superior Court	)	
Case No. S-1500-CV-254348	)	DATE: October 10, 2006
	)	TIME: 10:00 a.m.
	)	DEPT: D-1, Room 534
DIAMOND FARMING COMPANY, and	)	
W.M. BOLTHOUSE FARMS, INC., v.	)	
CITY OF LANCASTER, et al.,	)	
Riverside Superior Court	)	Location:
Case No. RIC 344436 [c/w case no.	)	
RIC 344668 and 353840]	)	Los Angeles Superior Court
	)	Central District
ROSAMOND COMMUNITY SERVICES	)	111 North Hill Street
DISTRICT,	)	Los Angeles, CA 90012
	)	
CROSS-COMPLAINANT,	)	

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that Bolthouse Properties, LLC, hereby  
3 objects to Tejon Ranchcorp's Brief re Judge's Request for  
4 Clarification re Continuing Jurisdiction, New Parties, Claims and  
5 Changed Conditions on the grounds that the brief was not timely  
6 filed in advance of trial of this matter. The pleading was not  
7 posted until October 6, 2006. Trial is set to begin on October  
8 10, 2006. Accordingly, there is insufficient time to respond in  
9 any meaningful manner to this pleading. However, without waiving  
10 the right to file points and authorities in responding to this  
11 pleading, the following observations are important:

- 12 1. Bolthouse agrees that a physical  
13 solution can be employed by the Court in  
14 case of a water shortage to avoid  
injunction.
- 15 2. Bolthouse agrees that the Court can  
16 maintain jurisdiction to oversee a  
"comprehensive" adjudication.
- 17 3. Bolthouse agrees that in certain cases a  
watermaster can be used.
- 18 4. It is important to note that a  
19 watermaster cannot force a non-party to  
later join in a previously adjudicated  
20 action or to join in a stipulation.
- 21 5. It should be noted that a non-party even  
22 if sued by the watermaster in a separate  
action, would have the same right to  
23 defend the action completely, as to all  
issues regardless of the prior  
adjudication or stipulation.
- 24 6. It should be noted that even if the  
25 watermaster later sued a party in a  
separate action, that party can name as  
26 cross-defendants parties with inferior  
or correlative rights such as an

1 overlying owner versus an appropriator,  
2 riparian appropriator versus a non-  
3 riparian appropriator and/or as to a  
4 first in time appropriator as against a  
5 second in time appropriator and/or by a  
6 correlative rights holder versus another  
7 correlative rights holder. This could  
8 result easily in multiple trials of the  
9 same matters with potentially in  
10 consistent results.

11 6. Who would pay for the watermaster to sue  
12 new parties?

13 7. Who would pay defense costs for parties  
14 brought in as cross-defendants in an  
15 action against a new party?

16 8. The watermaster could not use any of the  
17 evidence presented in the previously  
18 litigated case, nor any stipulation  
19 entered into among parties in lieu of  
20 litigation, against the new party  
21 without starting trial anew and  
22 admitting such evidence again along with  
23 all necessary witness testimony and  
24 documents.

25 9. The Conclusion statement that "the  
26 physical solution doctrine and the  
Court's preservation of continuing  
jurisdiction have enabled judgments to  
evolve over time, add new parties, and  
address changed conditions" is  
misleading. New parties cannot be added  
without their consent and no part of a  
previous judgment or stipulation can be  
used against them. A new action would  
need to be filed. Additionally, nothing  
would prevent the new party from naming  
as cross-defendants parties involved in  
the previous litigation or parties who  
entered into a previous stipulation.

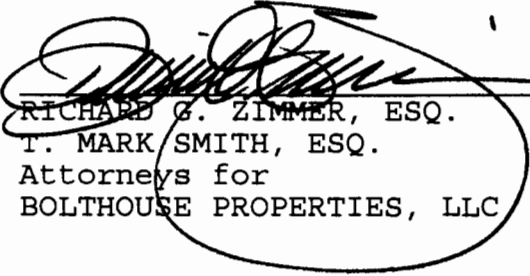
27 If the Court is considering the Tejon Brief in any manner in  
28 terms of the potential outcome of the Area of Adjudication trial,  
29 Bolthouse Properties requests on its behalf and on behalf of the  
30 other parties to this action, time to file points and authorities

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in response.

DATED: October 9, 2006

CLIFFORD & BROWN

By:   
RICHARD G. ZIMMER, ESQ.  
T. MARK SMITH, ESQ.  
Attorneys for  
BOLTHOUSE PROPERTIES, LLC

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA COUNTY OF KERN:

3 I am a resident of the County aforesaid; I am over the age of  
4 eighteen years and not a party to the within entitled action; my  
5 business address is 1430 Truxtun Avenue, Suite 900, Bakersfield,  
6 California, 93301.

7 On October 10, 2006, I served the **OBJECTION TO TEJON RANCHCORP'S**  
8 **BRIEF RE JUDGE'S REQUEST FOR CLARIFICATION RE CONTINUING**  
9 **JURISDICTION, NEW PARTIES, CLAIMS AND CHANGED CONDITIONS** on the  
10 interested parties in said action.

11 (xx) BY SANTA CLARA SUPERIOR COURT E-FILING IN COMPLEX LITIGATION  
12 PURSUANT TO CLARIFICATION ORDER DATED OCTOBER 27, 2005.

13 ( ) VIA FACSIMILE - [C.C.P. § 1013(e)]; - The telephone number of  
14 the sending facsimile machine was (661) 322-3508. The  
15 telephone(s) number of the receiving facsimile machine(s) is  
16 listed below. The Court, Rule 2004 and no error was reported by  
17 the machine. Pursuant to California Rules of Court, Rule  
18 2006(d), the machine was caused to print a transmission record  
19 of the transmission, a copy of which is attached hereto.

20 ( ) VIA OVERNIGHT DELIVERY on the date below stated, pursuant to CCP  
21 §1013(c)(d), I deposited such envelope with delivery fees fully  
22 prepaid with **CALIFORNIA OVERNIGHT**.

23 ( ) BY MAIL I am readily familiar with the business' practice for  
24 collection and processing of correspondence and documents for  
25 mailing with the United States Postal Service. Under that  
26 practice, the correspondence and documents would be deposited  
with the United States Postal Service that same day, with  
postage thereon fully prepaid, in the ordinary course of  
business at Bakersfield, California.

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

Executed on October 10, 2006, at Bakersfield, California.

  
\_\_\_\_\_  
ROSEMARY MYERS