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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF LOS ANGELES – CENTRAL DISTRICT
17

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

20 **Included Actions:**

21 Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co., Superior
Court of California, County of Los
Angeles, Case No. BC 325201;

22 Los Angeles County Waterworks District
23 No. 40 v. Diamond Farming Co., Superior
Court of California, County of Kern, Case
24 No. S-1500-CV-254-348;

25 Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. City of
26 Lancaster, Diamond Farming Co. v.
Palmdale Water Dist., Superior Court of
27 California, County of Riverside, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668
28

Judicial Council Coordination No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053
Assigned to The Honorable Jack Komar

CASE MANAGEMENT STATEMENT

Date: May 22, 2008

Time: 9:00 a.m.

Dept: 1

1 White Fence Farms Mutual Water Co.,
2 Inc., El Dorado Mutual Water Co., West
3 Side park Mutual Water Co., Shadow
4 Acres Mutual Water Co., Antelope Park
5 Mutual Water Co., Averydale Mutual
6 Water Co., Sundale Mutual Water Co.,
7 Evergreen Mutual Water Co., Aqua J
8 Mutual Water Co., Bleigh Flat Mutual
9 Water Co., Colorado Mutual Water Co.,
10 Sunnyside Farms Mutual Water Co., Land
11 Projects Mutual Water Co., and Tierra
12 Bonita Mutual Water Co.; collectively
13 known as A.V. United Mutual Group,

14 Cross-Complainants,

15 v.

16 California Water Service Company; City of
17 Lancaster; City of Palmdale; Littlerock
18 Creek Irrigation District; Los Angeles
19 County Water Works District No. 40;
20 Palmdale Water District; Rosamond
21 Community Services District; Palm Ranch
22 Irrigation District; and Quartz Hill Water
23 District; and ZOES 1-200, inclusive,

24 Cross-Defendants.
25
26
27
28

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- 27 Hill Water District

- 28 CALIFORNIA WATER SERVICE COMPANY
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TRIAL PHASES

1
2 The Public Water Suppliers propose the next phase of trial be a determination of Basin
3 characteristics including its safe yield and overdraft (past or present). The proposal has been
4 discussed with other attorneys, and the trial should start between October 20 and November 7,
5 2008. The trial is expected to last about 10 to 15 court days.

6
7 The Public Water Suppliers and other attorneys agreement the next phase of trial take
8 place as soon as possible to minimize further delay, avoid potentially unnecessary litigation
9 expense, and to facilitate the earliest possible negotiated resolution of case issues. Once the Court
10 makes a safe yield determination and decides whether a prescriptive period has resulted from
11 overproduction, the parties will be able assess the strength of their claims of priority to Basin
12 water while understanding the total amount available for all producers. In any event, the Court
13 cannot make a determination of whether a party acquired prescriptive rights until the Court first
14 determines the nature and extent of the Basin's safe yield, and whether groundwater withdrawals
15 have exceeded safe yield.

16
17 As the Court is aware, the parties' experts have participated in an informal Technical
18 Committee that has spent over a year collecting and analyzing data concerning groundwater
19 recharge including precipitation and return flows from imported water. They are ready to testify
20 on Basin characteristics. Accordingly, the following dates are proposed for the first trial phase:

21 October 6, 2008 deadline for completing expert witness deposition.

22 September 19, 2008 deadline for completing non-expert discovery.

23 July 7, 2008 deadline for a party to designate its expert witness(es), if any.

24
25 Each party's expert witness designation shall comply with Code of Civil Procedure
26 Section 2034.260 and shall include a written summary of all opinions. Each expert must provide
27 his or her opinion, if any, on the natural yield of the Basin (past and present), yield from imported
28 water deliveries, and whether groundwater extractions exceeded either or both yields for any time

1 period. No party will be allowed to provide an expert witness opinion at trial unless the opinion
2 was fully and timely disclosed in writing with the designation.

3
4 STATUS OF TECHNICAL COMMITTEE MEETINGS

5 The Technical Committee, a group of experts retained by various landowner parties,
6 public water suppliers, State of California, and the United States, respectively, has nearly
7 completed its work on Basin characteristics (except for sub-basin issues) including yield from
8 natural and imported water supplies.

9 The following parties have participated in the Technical Committee: Bolthouse Properties,
10 Diamond Farming, Nebeker landowner group, US Borax, Tejon, United States, City of Los
11 Angeles, City of Palmdale, Los Angeles County Sanitation Districts, Antelope Valley East Kern
12 Water Agency (“AVEK”), Palmdale Water District and the Public Water Suppliers.

13 A recent Bolthouse letter posted on the Court’s website claiming the Technical Committee
14 is “dominated” by Public Water Suppliers is patently false. Out of the 14 experts participating in
15 the Technical Committee meetings (some parties have more than 1 expert participating)

- 16
17 1. Six (6) experts represent overlying private landowners (Bolthouse, Diamond
18 Farming, Nebeker landowner group, and Tejon);
19
20 2. One (1) expert represents the United States (not a public water supplier);
21
22 3. Two experts (2) represent AVEK (not a public water supplier but a water
23 wholesaler of water to private landowners and public entities);
24
25 4. One (1) expert represents the City of Los Angeles (not a public water supplier but
26 a recycled water user)
27
28 5. One (1) expert represents the Los Angeles County Sanitation Districts (not a

1 public water supplier)

2
3 6. One (1) expert represents a city which is *not* a public water supplier; and

4
5 7. Two (2) experts represent the Public Water Suppliers.

6
7 The Technical Committee is mostly comprised of experts who represent overlying
8 property owners and not public water suppliers.

9
10 STATUS OF CLASS ACTION CERTIFICATION ISSUES

11 The Court has certified the Willis plaintiff class of dormant landowners represented by
12 Mr. Kalfyan and Mr. Zlotnick. There remains only a large group of approximately 7,500
13 landowner parties with wells on their properties. At the last hearing, the Court acknowledged a
14 letter from an individual with a desire to serve as a plaintiff class representative for remaining
15 landowner parties with wells. Additionally, the Court heard from Mr. McLachlan who indicated
16 that he would consider serving as legal counsel for this group of landowner parties. He recently
17 wrote the Court, however, that he wants the Public Water Suppliers to pay for his expert witness.

18 The cost to the Public Water Suppliers to adjudicate the Basin is great. Public Water
19 Suppliers have already spent more than \$ 1 million on expert witness and consultant fees. They
20 cannot afford to pay for opposing counsel's expert witness. Moreover, there is no authority to
21 require such payment.

22 Even if financial considerations were not the issue here, there appears a better approach
23 than hiring a new expert to start to evaluate the nearly 1,000 square mile adjudication area.
24 Numerous experts including experts for private landowner parties Diamond Farming, Bolthouse,
25 the Nebeker landowner group ("AGWA"), Tejon Ranch, have already spent years analyzing the
26 Basin. Stated simply, it would take too long and cost too much money for any one expert to
27 begin now to analyze the extraordinarily large adjudication area.

28

1 “The trial court is vested with discretion to limit the number of experts witnesses. . . [and]
2 the trial court has discretion to refuse to admit cumulative evidence.” (*Horn v. General Motors*
3 (1976) 17 Cal.3d 359, 371. Mr. McLachlan will have access to all expert opinions and analysis
4 by all landowner party experts. They can be ordered to meet with Mr. McLachlan to explain their
5 respective opinions. With no less than 14 experts representing landowners, public water
6 suppliers, and the United States, there is no shortage of expert witness analysis in this case. The
7 better approach is to allow Mr. McLachlan access to other landowners expert analysis to avoid
8 cumulative and costly expert witness work and opinions at trial.

9
10 Dated: May 20, 2008

BEST BEST & KRIEGER LLP

11
12
13 By 

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JEFFREY V. DUNN
STEFANIE D. HEDLUND
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DISTRICT and LOS ANGELES
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PROOF OF SERVICE

I, Kerry V. Keefe, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 5 Park Plaza, Suite 1500, Irvine, California 92614. On May 20, 2008, I served the within document(s):


CASE MANAGEMENT STATEMENT

- by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by Federal Express following the firm's ordinary business practices.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed on May 20, 2008, at Irvine, California.


Kerry V. Keefe