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6 DISTRICT NO. 40

**EXEMPT FROM FILING FEES  
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SECTION 6103**

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

**ANTELOPE VALLEY  
GROUNDWATER CASES**

Included Actions:  
Los Angeles County Waterworks District  
No. 40 v. Diamond Farming Co., Superior  
Court of California, County of Los  
Angeles, Case No. BC 325201;  
Los Angeles County Waterworks District  
No. 40 v. Diamond Farming Co., Superior  
Court of California, County of Kern, Case  
No. S-1500-CV-254-348;  
Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
Lancaster, Diamond Farming Co. v.  
Palmdale Water Dist., Superior Court of  
California, County of Riverside, Case Nos.  
RIC 353 840, RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408  
CLASS ACTION  
Santa Clara Case No. 1-05-CV-049053  
Assigned to The Honorable Jack Komar  
  
CASE MANAGEMENT STATEMENT AND  
JOINDER IN CASE MANAGEMENT  
STATEMENT BY LITTLE ROCK CREEK  
IRRIGATION DISTRICT

1 CASE MANAGEMENT CONFERENCE STATEMENT

2  
3 As a result of the mediation with Justice Robie last week, there is a proposed general  
4 framework for a physical solution to the overdraft conditions in the Basin – and it is not the  
5 Waldo accord. Unfortunately, it is already clear certain landowner parties will not accept the  
6 general physical solution framework. They will continue to delay proceedings and possibly,  
7 undermine efforts to develop the physical solution.

8  
9 It is important to note, as a strict condition of future discussions, there will be no further  
10 delay of the court safe yield and overdraft determination. The safe yield must be determined by  
11 the Court, and Justice Robie said any agreed physical solution to the overdraft must be completed  
12 no later than December 1st.

13  
14  
15 Dated: September 1, 2010

BEST BEST & KRIEGER LLP

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17  
18 By 

19 ERIC L. GARNER  
20 JEFFREY V. DUNN  
21 STEFANIE D. HEDLUND  
22 Attorneys for Cross-Complainant  
23 LOS ANGELES COUNTY  
24 WATERWORKS DISTRICT NO. 40

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LAW OFFICES OF  
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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 September 1, 2010, I served the within document(s):

**CASE MANAGEMENT STATEMENT AND JOINDER IN CASE MANAGEMENT STATEMENT BY LITTLE ROCK CREEK IRRIGATION DISTRICT**

- 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 September 1, 2010, at Irvine, California.

  
\_\_\_\_\_  
Kerry V. Keefe