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

16 ANTELOPE VALLEY GROUNDWATER  
17 CASES

Judicial Council Coordination Proceeding  
No. 4408

18 Included Actions:

CLASS ACTION

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

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

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

PUBLIC WATER SUPPLIERS'  
OPPOSITION TO REQUEST FOR  
JUDICIAL NOTICE CONCURRENTLY  
FILED WITH BLUM TRUST'S MOTION  
FOR SUMMARY  
JUDGMENT/ADJUDICATION;  
[PROPOSED] ORDER RE REQUEST FOR  
JUDICIAL NOTICE

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

26 RICHARD WOOD, on behalf of himself and  
27 all other similarly situated v. A.V. Materials,  
Inc., et al., Superior Court of California,  
28 County of Los Angeles, Case No. BC509546.

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1           **I. INTRODUCTION**

2           Los Angeles County Waterworks District No. 40, City of Palmdale, City of Lancaster,  
3           Rosamond Community Services District, Littlerock Creek Irrigation District, Palm Ranch  
4           Irrigation District, Desert Lake Community Services District, North Edwards Water District,  
5           Llano Del Rio Water Company, Llano Mutual Water Company, Big Rock Mutual Water  
6           Company, Quartz Hill Water District, and California Water Service Company (collectively,  
7           “Public Water Suppliers”) hereby oppose the Request for Judicial Notice (RJN) filed by Blum  
8           Trust in support of its Motion for Summary Adjudication. The exhibits attached to the RJN  
9           include documents that are not suitable for judicial notice under any of the relevant provisions set  
10          forth in the Evidence Code.

11          **II. ARGUMENT**

12           **A. Judicial Notice Generally**

13           Judicial notice is the recognition and acceptance by the court, for use by the trier of fact or  
14           by the court, of the existence of a matter of law or fact that is relevant to an issue in the action  
15           without requiring formal proof of the matter. (*Lockley v. Law Office of Cantrell, Green, Pekich,*  
16           *Cruz & McCort* (2001) 91 Cal.App.4th 875, 882.) Judicial notice may not be taken of any matter  
17           unless authorized or required by law. (Cal. Evid. Code, § 450.) A matter ordinarily is subject to  
18           judicial notice only if the matter is reasonably beyond dispute. (*Post v. Prati* (1979) 90  
19           Cal.App.3d 626, 633.) Before a court may take judicial notice of a fact or proposition pursuant to  
20           Evidence Code section 452, the court “shall afford each party reasonable opportunity...to present  
21           to the court information relevant to (1) the propriety of taking judicial notice of the matter and (2)  
22           the tenor of the matter to be noticed.” (Cal. Evid. Code, § 455, subd. (a).)

23           Any matters that are judicially noticed must also be relevant to the issue at hand. (*See*  
24           Evidence Code section 352; *see also Wasko v. Department of Corrections* (1989) 211 Cal.App.3d  
25           996, 1001, n.1 (“The request to take judicial notice is denied because the matter requested to be  
26           noticed is irrelevant.”) The burden is on the requesting party to “supply the court with sufficient,  
27           reliable, and trustworthy sources of information about the matter.” (*See Hartwell Corp. v.*  
28

1 *Superior Court* (2002) 27 Cal.4th 256, 279, n. 12 [The articles “contain unauthenticated  
2 statements with no indication of author, custodian, date of creation, purpose, reliability, or  
3 veracity...and do not appear to be relevant.”].)

4 **B. Judicial Notice Should be Denied Because Blum Trust Has Provided No**  
5 **Information for the Court to Evaluate the Propriety of Judicial Notice.**

6 Judicial notice should be denied because Blum Trust has provided no information to  
7 support its Request. Section 453(b) of the California Evidence Code states that a court shall  
8 take judicial notice only when the requesting party “furnishes the court with sufficient  
9 information to enable it to take judicial notice of the matter.” (Cal. Evid. Code. § 453, subd.  
10 (b).) A court may deny a request for judicial notice made without support. (*Willis v. State of*  
11 *California* (1994) 22 Cal.App.4th 287, 291 [denying a request for judicial notice where request  
12 was made “without appending any information whatsoever”].)

13 Here, Blum Trust’s RJN only provides a brief reference to Evidence Code sections 451,  
14 452, and 453. Blum Trust provides no indication as to the nature of scope of the judicial notice  
15 being requested for the proffered exhibits. And, Blum Trust provides no legal justification for  
16 the Court to base its decision on the RJN. As in *Willis*, Blum Trust’s request is so deficient in  
17 supporting information that it must be denied. (See *Willis, supra*, 22 Cal.App.4th at p. 291.)

18 **C. Judicial Notice Should be Denied Because the Contents of the Proffered**  
19 **Exhibits are Disputed and Constitute Inadmissible Hearsay.**

20 Exhibits A through M contain disputed matters which constitute inadmissible hearsay. “A  
21 matter ordinarily is subject to judicial notice only if the matter is reasonably beyond dispute.”  
22 (*Fremont Indemnity Co. v. Fremont General Corp.* (2007) 148 Cal.App.4th 97, 113.) Although  
23 the *existence* of a document may be judicially noticeable, the truth of statements contained in the  
24 document and its proper interpretation are **not** subject to judicial notice if those matters are  
25 reasonably disputable. (*StorMedia Inc. v. Superior Court* (1999) 20 Cal.4th 449, 457, fn. 9.)  
26 When judicial notice is taken of a document, the truthfulness and proper interpretation of the  
27 document is disputable. (*Joslin v. H.A.S. Ins. Brokerage* (1986) 184 Cal. App. 3d 369, 374  
28

1 ["Taking judicial notice of a document is not the same as accepting the truth of its contents or  
2 accepting a particular interpretation of its meaning."] Likewise, a "court *cannot* take judicial  
3 notice of *hearsay allegations* as being true, just because they are part of a court record or file."  
4 (*Bach v. McNelis* (1989) 207 Cal.App.3d 852, 865, emphasis in original; *Mangini v. R.J.*  
5 *Reynolds* (1994) 7 Cal.4th 1057, 1063 ["While courts may notice official acts and public records,  
6 we do not take judicial notice of the truth of all matters stated therein"].)

7 **D. Public Water Suppliers' Objections to Blum Trust's Request for Judicial**  
8 **Notice in Support of its Motion for Summary Adjudication.**

9 As such, the Public Water Suppliers provide the following objections to the following  
10 exhibits attached to Blum Trust's RJN:

11 **Exhibit "A":**

12 Characterized as "(1) Recorded in Official Records of Los Angeles County, CA, on  
13 BLUM TRUST's parcels: (1 & 2) APNs 3384-009-001 & 3384-009-006 *Individual Grant Deed*  
14 *of Sheldon R. Blum* filed on 7/25/1985; *Trust Transfer Deed* to Sheldon R. Blum Trustee of the  
15 1998 Sheldon R. Blum Family Trust, with attached Exhibit "A", and Assessor's Plot Map filed on  
16 11/4/1998; (3 & 4) APNs 3384-020-012 & 3384-020-013 *Trust Transfer Deed* to Sheldon R.  
17 Blum Trustee of the 1998 Sheldon R. Blum Family Trust with attached Assessor's Plot Map filed  
18 on 11/4/1998; (5) APN 3262-016-011 *Trust Transfer Deed* to Sheldon R. Blum, Trustee of the  
19 1998 Sheldon R. Blum Family Trust with attached Assessor's Plot Map filed on 11/4/1998."

20 **Objection:**

21 The truth of the contents of Exhibit "A" is not judicially noticeable as it constitutes  
22 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
23 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
24 to use it to support its motion for summary judgment/adjudication ("Motion"), which the Public  
25 Water Suppliers dispute and oppose. "Although the *existence* of a document may be judicially  
26 noticeable, the truth of the statements contained in the document and its proper interpretation are  
27 not subject to judicial notice if those matters are reasonably disputable." (*Fremont Indemnity*,  
28

1 *supra*, 148 Cal.App.4th at p. 113, emphasis in original.)

2 Further, “while courts may notice official acts and public records,” they “do not take  
3 judicial notice of the truth of all matters stated therein.” (*Mangini v. R.J. Reynolds* (1994) 7  
4 Cal.4th 1057, 1063.)

5 **Exhibit “B”:**

6 Characterized as “California Department of Water Resources Southern District, Facsimile  
7 Transmittal Sheet attached to two (2) Water Well Index Cards for BLUM TRUST parcels  
8 designated as Water Wells: 07N 11W-24C01 on APN 3384-009-001; & 7N 11W-24F01 on APN  
9 3384-009-006.”

10 **Objection:**

11 The truth of the contents of Exhibit “B” is not judicially noticeable as it constitutes  
12 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
13 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
14 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
15 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
16 the document and its proper interpretation are not subject to judicial notice if those matters are  
17 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
18 original.)

19 Further, “while courts may notice official acts and public records,” they “do not take  
20 judicial notice of the truth of all matters stated therein.” (*Mangini v. R.J. Reynolds* (1994) 7  
21 Cal.4th 1057, 1063.)

22 **Exhibit “C”:**

23 Characterized as “Declaration of Anthony L. Leggio In Lieu of Deposition Testimony For  
24 Phase 4 Trial dated 1/30/2013 with attachment [redacted] Ex. A 'APNs & Acreage' Ex. "F",  
25 'Groundwater Production In Acre Feet of Water' from pumping designated water wells AVOL 14-  
26 3N;AVOL 14-3S; & LAID 13-3, for Years 2001-2011; & Ex. "M" 'Appendix D-3: Table 4  
27 Applied Crop Water Duty & Irrigation Efficiency Values'. (Excerpts)”  
28

1       **Objection:**

2               The truth of the contents of Exhibit “C” is not judicially noticeable as it constitutes  
3 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
4 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
5 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
6 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
7 the document and its proper interpretation are not subject to judicial notice if those matters are  
8 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
9 original.)

10              A court “cannot take judicial notice of the truth of hearsay statements in decisions or court  
11 files, including pleadings, affidavits, testimony, or statements of fact.” (*People v. Woodell* (1998)  
12 17 Cal.4th 448, 455.) Thus, while testimony can be filed as part of the court record and be  
13 “judicially noticed,” the truth of the contents is not subject to judicial notice. (*Garcia v. Sterling*,  
14 (1985) 176 Cal.App.3d 17.) While the Court can take judicial notice of the existence of the  
15 testimony, the Court cannot, and should not take judicial notice of the contents of the testimony.

16       **Exhibit “D”:**

17              Characterized as “Addendum Exhibits P-1 And P-2 To Declaration of Anthony L. Leggio  
18 In Lieu of Deposition Testimony For Phase 4 Trial dated 5/13/2013, Exhibit "P-1", Crop  
19 Rotation, & Exhibit "P-2" Crop Legend Map which identifies BLUM TRUST leased parcels in  
20 relation to AVOL & LAID water well parcels. (Excerpts).”

21       **Objection:**

22              The truth of the contents of Exhibit “D” is not judicially noticeable as it constitutes  
23 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
24 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
25 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
26 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
27 the document and its proper interpretation are not subject to judicial notice if those matters are  
28

1 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
2 original.)

3 A court “cannot take judicial notice of the truth of hearsay statements in decisions or court  
4 files, including pleadings, affidavits, testimony, or statements of fact.” (*People v. Woodell* (1998)  
5 17 Cal.4th 448, 455.) Thus, while testimony can be filed as part of the court record and be  
6 “judicially noticed,” the truth of the contents is not subject to judicial notice. (*Garcia v. Sterling*,  
7 (1985) 176 Cal.App.3d 17.) While the Court can take judicial notice of the existence of the  
8 testimony, the Court cannot, and should not take judicial notice of the contents of the testimony.

9 **Exhibit “E”:**

10 Characterized as “Summary of Applied Crop Water Duties Antelope Valley Area of  
11 Adjudication, admitted into evidence during Phase 3 Trial as Exhibit 58, through testimony of  
12 PUBLIC WATER SUPPLIERS' Expert Witness Mr. Joseph Scalnanini. (id. aka Appendix D-3:  
13 Table 4' 'Applied Crop Water Duty & Irrigation Efficiency Values' in Phase 4 Trial Discovery.  
14 (See Ex. "C" supra).”

15 **Objection:**

16 The truth of the contents of Exhibit “E” is not judicially noticeable as it constitutes  
17 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
18 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
19 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
20 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
21 the document and its proper interpretation are not subject to judicial notice if those matters are  
22 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
23 original.)

24 A court “cannot take judicial notice of the truth of hearsay statements in decisions or court  
25 files, including pleadings, affidavits, testimony, or statements of fact.” (*People v. Woodell* (1998)  
26 17 Cal.4th 448, 455.) Thus, while testimony can be filed as part of the court record and be  
27 “judicially noticed,” the truth of the contents is not subject to judicial notice. (*Garcia v. Sterling*,  
28



1 (1985) 176 Cal.App.3d 17.) While the Court can take judicial notice of the existence of the  
2 testimony, the Court cannot, and should not take judicial notice of the contents of the testimony.

3 **Exhibit “F”:**

4 Characterized as “First Amended Cross-Complaint of PUBLIC WATER SUPPLIERS For  
5 Declaratory Relief And Injunctive Relief & Adjudication of Water Rights, filed on or about  
6 1/10/2007.”

7 **Objection:**

8 The truth of the contents of Exhibit “F” is not judicially noticeable as it constitutes  
9 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
10 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
11 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
12 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
13 the document and its proper interpretation are not subject to judicial notice if those matters are  
14 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
15 original.)

16 Further, out-of-court statements may not be admitted in a request for judicial notice  
17 simply because these statements have been previously filed with the Court:

18 What is meant by taking judicial notice of court records? There  
19 exists a mistaken notion that this means taking judicial notice of  
20 the existence of facts asserted in *every document* of a court file,  
21 including *pleadings* and *affidavits*. However, a court *cannot* take  
22 judicial notice of *hearsay allegations* as being true, just because  
23 they are part of a court record or file. A court may take judicial  
24 notice of the *existence* of each document in a court file, but can  
25 only take judicial notice of the *truth* of facts asserted in  
26 documents such as orders, findings of fact and conclusions of law,  
27 and judgments.  
28

1 (*Sosinsky v. Grant* (1992) 6 Cal.App.4th 1548, 1568, emphasis in original [quoting 2 *Jefferson's*  
2 *California Evidence Benchbook* (2d ed. 1982) § 47.2, p. 1757].)

3 Because Blum Trust has submitted these hearsay statements for no purpose other than to  
4 take judicial notice of the truth of the facts stated in the document, judicial notice should be  
5 denied.

6 **Exhibit “G”:**

7 Characterized as “BLUM TRUST’S Answer to Complaint/Cross-Complaint of PUBLIC  
8 WATER SUPPLIERS For Declaratory Relief And Injunctive Relief & Adjudication of Water  
9 Rights filed on 12/20/2007.”

10 **Objection:**

11 The truth of the contents of Exhibit “G” is not judicially noticeable as it constitutes  
12 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
13 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
14 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
15 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
16 the document and its proper interpretation are not subject to judicial notice if those matters are  
17 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
18 original.)

19 Further, out-of-court statements may not be admitted in a request for judicial notice  
20 simply because these statements have been previously filed with the Court:

21 What is meant by taking judicial notice of court records? There  
22 exists a mistaken notion that this means taking judicial notice of  
23 the existence of facts asserted in *every document* of a court file,  
24 including *pleadings* and *affidavits*. However, a court *cannot* take  
25 judicial notice of *hearsay allegations* as being true, just because  
26 they are part of a court record or file. A court may take judicial  
27 notice of the *existence* of each document in a court file, but can  
28

1                   only take judicial notice of the *truth* of facts asserted in  
2                   documents such as orders, findings of fact and conclusions of law,  
3                   and judgments.

4                   (*Sosinsky v. Grant* (1992) 6 Cal.App.4th 1548, 1568, emphasis in original [quoting 2 *Jefferson's*  
5                   *California Evidence Benchbook* (2d ed. 1982) § 47.2, p. 1757].)

6                   Because Blum Trust has submitted these hearsay statements for no purpose other than to  
7                   take judicial notice of the truth of the facts stated in the document, judicial notice should be  
8                   denied.

9                   **Exhibit “H”:**

10                   Characterized as “Stipulation of BLUM TRUST and PUBLIC WATER SUPPLIERS FOR  
11                   PHASE 4 TRIAL REGARDING 2011 & 2012 Water Use filed on 5/23/2013”

12                   **Objection:**

13                   The truth of the contents of Exhibit “H” is not judicially noticeable as it constitutes  
14                   inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
15                   specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
16                   to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
17                   the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
18                   the document and its proper interpretation are not subject to judicial notice if those matters are  
19                   reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
20                   original.)

21                   Further, out-of-court statements may not be admitted in a request for judicial notice  
22                   simply because these statements have been previously filed with the Court:

23                   What is meant by taking judicial notice of court records? There  
24                   exists a mistaken notion that this means taking judicial notice of  
25                   the existence of facts asserted in *every document* of a court file,  
26                   including *pleadings* and *affidavits*. However, a court *cannot* take  
27                   judicial notice of *hearsay allegations* as being true, just because  
28

1 they are part of a court record or file. A court may take judicial  
2 notice of the *existence* of each document in a court file, but can  
3 only take judicial notice of the *truth* of facts asserted in  
4 documents such as orders, findings of fact and conclusions of law,  
5 and judgments.

6 (*Sosinsky v. Grant* (1992) 6 Cal.App.4th 1548, 1568, emphasis in original [quoting 2 *Jefferson's*  
7 *California Evidence Benchbook* (2d ed. 1982) § 47.2, p. 1757].)

8 Because Blum Trust has submitted these hearsay statements for no purpose other than to  
9 take judicial notice of the truth of the facts stated in the document, judicial notice should be  
10 denied.

11 **Exhibit “I”:**

12 Characterized as “Declaration of Tracy M. Saiki In Lieu of Deposition Testimony For  
13 Phase 4 Trial; Stipulation To Dismiss Wm. Bolthouse Farms, Inc. From Litigation With  
14 No Prejudice to Bolthouse Properties, LLC filed on 1/31/2013; (Excerpts).”

15 **Objection:**

16 The truth of the contents of Exhibit “I” is not judicially noticeable as it constitutes  
17 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
18 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
19 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
20 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
21 the document and its proper interpretation are not subject to judicial notice if those matters are  
22 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
23 original.)

24 A court “cannot take judicial notice of the truth of hearsay statements in decisions or court  
25 files, including pleadings, affidavits, testimony, or statements of fact.” (*People v. Woodell* (1998)  
26 17 Cal.4th 448, 455.) Thus, while testimony can be filed as part of the court record and be  
27 “judicially noticed,” the truth of the contents is not subject to judicial notice. (*Garcia v. Sterling*,  
28

1 (1985) 176 Cal.App.3d 17.) While the Court can take judicial notice of the existence of the  
2 testimony, the Court cannot, and should not take judicial notice of the contents of the testimony.

3 **Exhibit “J”:**

4 Characterized as “PUBLIC WATER SUPPLIERS Case Management Statement filed on  
5 or about 1/15/13.”

6 **Objection:**

7 The truth of the contents of Exhibit “J” is not judicially noticeable as it constitutes  
8 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
9 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
10 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
11 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
12 the document and its proper interpretation are not subject to judicial notice if those matters are  
13 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
14 original.)

15 Further, out-of-court statements may not be admitted in a request for judicial notice  
16 simply because these statements have been previously filed with the Court:

17 What is meant by taking judicial notice of court records? There  
18 exists a mistaken notion that this means taking judicial notice of  
19 the existence of facts asserted in *every document* of a court file,  
20 including *pleadings* and *affidavits*. However, a court *cannot* take  
21 judicial notice of *hearsay allegations* as being true, just because  
22 they are part of a court record or file. A court may take judicial  
23 notice of the *existence* of each document in a court file, but can  
24 only take judicial notice of the *truth* of facts asserted in  
25 documents such as orders, findings of fact and conclusions of law,  
26 and judgments.

27 (*Sosinsky v. Grant* (1992) 6 Cal.App.4th 1548, 1568, emphasis in original [quoting 2 *Jefferson's*  
28

1 *California Evidence Benchbook* (2d ed. 1982) § 47.2, p. 1757].)

2 Because Blum Trust has submitted these hearsay statements for no purpose other than to  
3 take judicial notice of the truth of the facts stated in the document, judicial notice should be  
4 denied.

5 **Exhibit “K”:**

6 Characterized as “CITY OF LOS ANGELES Proposal Concerning Form Discovery filed  
7 on 11/202012.”

8 **Objection:**

9 The truth of the contents of Exhibit “K” is not judicially noticeable as it constitutes  
10 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
11 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
12 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
13 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
14 the document and its proper interpretation are not subject to judicial notice if those matters are  
15 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
16 original.)

17 Further, out-of-court statements may not be admitted in a request for judicial notice  
18 simply because these statements have been previously filed with the Court:

19 What is meant by taking judicial notice of court records? There  
20 exists a mistaken notion that this means taking judicial notice of  
21 the existence of facts asserted in *every document* of a court file,  
22 including *pleadings* and *affidavits*. However, a court *cannot* take  
23 judicial notice of *hearsay allegations* as being true, just because  
24 they are part of a court record or file. A court may take judicial  
25 notice of the *existence* of each document in a court file, but can  
26 only take judicial notice of the *truth* of facts asserted in  
27 documents such as orders, findings of fact and conclusions of law,  
28

1 and judgments.

2 (*Sosinsky v. Grant* (1992) 6 Cal.App.4th 1548, 1568, emphasis in original [quoting 2 *Jefferson's*  
3 *California Evidence Benchbook* (2d ed. 1982) § 47.2, p. 1757].)

4 Because Blum Trust has submitted these hearsay statements for no purpose other than to  
5 take judicial notice of the truth of the facts stated in the document, judicial notice should be  
6 denied.

7 **Exhibit “L”:**

8 Characterized as “Richard Wood's Supplemental Case Management Conference Statement  
9 filed on 8/8/14 for August 11, 2014 hearing, without Exhibit 1.M.”

10 **Objection:**

11 The truth of the contents of Exhibit “L” is not judicially noticeable as it constitutes  
12 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
13 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
14 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
15 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
16 the document and its proper interpretation are not subject to judicial notice if those matters are  
17 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
18 original.)

19 Further, out-of-court statements may not be admitted in a request for judicial notice  
20 simply because these statements have been previously filed with the Court:

21 What is meant by taking judicial notice of court records? There  
22 exists a mistaken notion that this means taking judicial notice of  
23 the existence of facts asserted in *every document* of a court file,  
24 including *pleadings* and *affidavits*. However, a court *cannot* take  
25 judicial notice of *hearsay allegations* as being true, just because  
26 they are part of a court record or file. A court may take judicial  
27 notice of the *existence* of each document in a court file, but can  
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1 only take judicial notice of the *truth* of facts asserted in  
2 documents such as orders, findings of fact and conclusions of law,  
3 and judgments.

4 (*Sosinsky v. Grant* (1992) 6 Cal.App.4th 1548, 1568, emphasis in original [quoting 2 *Jefferson's*  
5 *California Evidence Benchbook* (2d ed. 1982) § 47.2, p. 1757].)

6 Because Blum Trust has submitted these hearsay statements for no purpose other than to  
7 take judicial notice of the truth of the facts stated in the document, judicial notice should be  
8 denied.

9 **Exhibit “M”:**

10 Characterized as “Global Stipulation for Entry of Judgment & Physical Solution.”

11 **Objection:**

12 The truth of the contents of Exhibit “M” is not judicially noticeable as it constitutes  
13 inadmissible hearsay without any proffered exception. Here, because Blum Trust does not  
14 specify its purposes for this exhibit, Public Water Suppliers must assume that Blum Trust intends  
15 to use it to support its Motion, which the Public Water Suppliers dispute and oppose. “Although  
16 the *existence* of a document may be judicially noticeable, the truth of the statements contained in  
17 the document and its proper interpretation are not subject to judicial notice if those matters are  
18 reasonably disputable.” (*Fremont Indemnity, supra*, 148 Cal.App.4th at p. 113, emphasis in  
19 original.)

20 Further, Exhibit “M” is an excerpt of a confidential draft settlement agreement in this  
21 matter that is being used against the Public Water Suppliers. Evidence Code Section 1152  
22 precludes the admissibility of an offer of compromise to prove liability of the settling party.  
23 (Evid. Code § 1152.) Section 1152 further protects more than the actual settlement offer and  
24 protects “any conduct or statements made in negotiation” of a settlement. (*C&K Engineering*  
25 *Contractors v. Amber Steel Co* (1978) 23 Cal.3d 1, 13.) It was inappropriate for Blum Trust to  
26 even post this exhibit to the Court’s website, even in redacted form, as it constitutes a confidential  
27 settlement communication.



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**III. CONCLUSION**

For the foregoing reasons, the Court should deny Blum Trust's Request for Judicial Notice as to the exhibits described above.

Dated: December 8, 2014

BEST BEST & KRIEGER LLP

By 

ERIC L. GARNER  
JEFFREY V. DUNN  
WENDY Y. WANG  
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WATERWORKS DISTRICT NO. 40

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**[PROPOSED] ORDER**

The Request for Judicial Notice concurrently filed with Blum Trust's Motion for Summary Judgment/Adjudication is DENIED.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

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JUDGE OF THE SUPERIOR COURT

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, 18101 Von Karman Avenue, Suite 1000, Irvine, California, 92612. On December 8, 2014, I served the within document(s):

**PUBLIC WATER SUPPLIERS' OPPOSITION TO REQUEST FOR JUDICIAL NOTICE CONCURRENTLY FILED WITH BLUM TRUST'S MOTION FOR SUMMARY JUDGMENT//ADJUDICATION; [PROPOSED] ORDER RE REQUEST FOR JUDICIAL NOTICE**

- 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 December 8, 2014, at Irvine, California.

  
Kerry V. Keefe