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6 DISTRICT NO. 40

**EXEMPT FROM FILING FEES
UNDER GOVERNMENT CODE
SECTION 6103**

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13 DISTRICT NO. 40
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

16 **ANTELOPE VALLEY GROUNDWATER CASES**
17 Included Actions:
Los Angeles County Waterworks District No. 40 v.
18 Diamond Farming Co., Superior Court of
California, County of Los Angeles, Case No. BC
19 325201;
20 Los Angeles County Waterworks District No. 40 v.
Diamond Farming Co., Superior Court of
21 California, County of Kern, Case No. S-1500-CV-
22 254-348;
23 Wm. Bolthouse Farms, Inc. v. City of Lancaster,
Diamond Farming Co. v. City of Lancaster,
24 Diamond Farming Co. v. Palmdale Water Dist.,
Superior Court of California, County of Riverside,
25 Case Nos. RIC 353 840, RIC 344 436, RIC 344 668
26 **RICHARD WOOD**, on behalf of himself and all
other similarly situated v. A.V. Materials, Inc., et
27 al., Superior Court of California, County of Los
Angeles, Case No. BC509546
28

Judicial Council Coordination
Proceeding
No. 4408

CLASS ACTION

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

**DECLARATION OF JEFFREY V.
DUNN IN SUPPORT OF PUBLIC
WATER SUPPLIERS' OPPOSITION
TO WILLIS CLASS' MOTIONS**

Date: June 15, 2015
Time: 1:30 p.m.
Place: Superior Court
191 North First Street
San Jose, CA 95113

Dept: 1

1 RICHARDS WATSON & GERSHON
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Attorneys for City of Lancaster and Rosamond
8 Community Services District

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Attorneys for Littlerock Creek Irrigation District,
12 Palm Ranch Irrigation District, Desert Lake Community Services District, North Edwards Water
District, Llano Del Rio Water Company, Llano Mutual Water Company, and Big Rock Mutual
13 Water Company

14 LAGERLOF SENEAL GOSNEY & KRUSE
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Attorneys for Palmdale Water District
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18 CHARLTON WEEKS LLP
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Attorneys for Quartz Hill Water District
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22 CALIFORNIA WATER SERVICE COMPANY
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Torrance, CA 90505
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1 **DECLARATION OF JEFFREY V. DUNN**

2 I, Jeffrey V. Dunn, declare:

3 1. I have personal knowledge of the facts below, and if called upon to do so, I could
4 testify competently thereto in a court of law.

5 2. I am an attorney licensed to practice law in the State of California. I am a partner
6 of Best, Best & Krieger LLP, attorneys of record for Los Angeles County Waterworks District
7 No. 40 ("District No. 40").

8 3. Attached as Exhibit "A" is a true and correct copy of an excerpt of the Proposed
9 Judgment and Physical Solution.

10 4. Attached as Exhibit "B" is a true and correct copy of the Second Amended Case
11 Management Order, dated March 27, 2015, and posted to the court's website at
12 http://www.scefiling.org/filingdocs/194/82784/128451_49053.pdf.

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

15 Executed this 2nd day of June, 2015, at Los Angeles, California.

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20
21 _____
Jeffrey V. Dunn

LAW OFFICES OF
BEST BEST & KRIEGER LLP
18101 VON KARMAN AVENUE, SUITE 1000
IRVINE, CALIFORNIA 92612

EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

Coordination Proceeding Special Title
(Rule 1550(b))

**ANTELOPE VALLEY
GROUNDWATER CASES**

Judicial Council Coordination Proceeding No.
4408

Santa Clara Case No.: 1-05-CV-049053

Judge: The Honorable Jack Komar, Dept. 17

**[PROPOSED] JUDGMENT AND PHYSICAL
SOLUTION**

1 **5.1.1 Overlying Production Rights.** The Parties listed in Exhibit 4,
2 attached hereto and incorporated herein by reference, have Overlying Production Rights. Exhibit
3 4 sets forth the following for each Overlying Production Right: (1) the Pre-Rampdown
4 Production; (2) the Production Right; and (3) the percentage of the Production from the Adjusted
5 Native Safe Yield.

6 **5.1.1.1** The Parties listed on Exhibit 4 have the right to Produce
7 Groundwater, on an annual basis, up to their Overlying Production Right set forth in Exhibit 4 for
8 each Party. Each Party’s Overlying Production Right is subject to the following conditions and
9 limitations:

10 **5.1.1.2** Pursuant to the terms of this Judgment, the Parties listed on
11 Exhibit 4 have the right to Produce their Overlying Production Right for use on land they own or
12 lease and without the need for Watermaster approval.

13 **5.1.1.3** Overlying Production Rights may be transferred pursuant to
14 the provisions of Paragraph 16 of this Judgment.

15 **5.1.1.4** Overlying Production Rights are subject to Pro-Rata
16 Reduction or Increase only pursuant to Paragraph 18.5.10.

17 **5.1.2 Non-Pumper Class Rights.** The Non-Pumper Class members
18 claim the right to Produce Groundwater from the Native Safe Yield for reasonable and beneficial
19 uses on their overlying land as provided for in this Judgment. On September 22, 2011, the Court
20 approved the Non-Pumper Class Stipulation of Settlement through an amended final judgment
21 that settled the Non-Pumper Class’ claims against the Public Water Suppliers (“Non-Pumper
22 Class Judgment”). A copy of the Non-Pumper Class Judgment and the Non-Pumper Class
23 Stipulation of Settlement are attached for reference only as Appendices A and B. **This Judgment**
24 **is consistent with the Non-Pumper Class Stipulation of Settlement and Judgment. Future**
25 **Production by a member of the Non-Pumper Class is addressed in the Physical Solution.**

26 **5.1.2.1** The Non-Pumper Class members shall have no right to
27 transfer water pursuant to this Judgment.

1 shall allocate the Imported Water for delivery to areas on an equitable and practicable basis
2 pursuant to the Watermaster rules and regulations.

3 **9.2.1** The Non-Pumper Class Stipulation of Settlement, executed by its
4 signatories and approved by the Court in the Non-Pumper Class Judgment, specifically provides
5 for imposition of a Replacement Water Assessment on Non-Pumper Class members. **This**
6 **Judgment is consistent with the Non-Pumper Class Stipulation of Settlement and Judgment.** The
7 Non-Pumper Class members specifically agreed to pay a replacement assessment if that member
8 produced “more than its annual share” of the Native Safe Yield less the amount of the Federal
9 Reserved Right. (See Appendix B at paragraph V., section D. Replacement Water.) In approving
10 the Non-Pumper Class Stipulation of Settlement this Court specifically held in its Order after
11 Hearing dated November 18, 2010, that “the court determination of physical solution cannot be
12 limited by the Class Settlement.” The Court also held that the Non-Pumper Class Stipulation of
13 Settlement “may not affect parties who are not parties to the settlement.”

14 **9.2.2** Evidence presented to the Court demonstrates that Production by
15 one or more Public Water Suppliers satisfies the elements of prescription and that Production by
16 overlying landowners during portion(s) of the prescriptive period exceeded the Native Safe Yield.
17 At the time of this Judgment the entire Native Safe Yield is being applied to reasonable and
18 beneficial uses in the Basin. Members of the Non-Pumper Class do not and have never Produced
19 Groundwater for reasonable beneficial use as of the date of this Judgment. Pursuant to *Pasadena*
20 *v. Alhambra* (1949) 33 Cal 2d 908, 931-32 and other applicable law, the failure of the Non-
21 Pumper Class members to Produce any Groundwater under the facts here modifies their rights to
22 Produce Groundwater except as provided in this Judgment. Because this is a comprehensive
23 adjudication pursuant to the McCarran Amendment, consistent with the California Supreme Court
24 decisions, including *In Re Waters of Long Valley Creek Stream System* (1979) 25 Cal. 3d 339,
25 this Court makes the following findings: (1) certainty fosters reasonable and beneficial use of
26 water and is called for by the mandate of Article X, section 2; (2) because of this mandate for
27 certainty and in furtherance of the Physical Solution, any New Production, including that by a
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1 member of the Non-Pumper Class must comply with the New Production Application Procedure
2 specified in Paragraph 18.5.13; (3) as of this Judgment no member of the Non-Pumper Class has
3 established a Production Right to the reasonable and beneficial use of Groundwater based on their
4 unexercised claim of right to Produce Groundwater; (4) if in the future a member of the Non-
5 Pumper Class proposes to Produce Groundwater for reasonable and beneficial use, the
6 Watermaster as part of the New Production Application Procedure, has the authority to determine
7 whether such a member has established that the proposed New Production is a reasonable and
8 beneficial use in the context of other existing uses of Groundwater and then-current Basin
9 conditions; and (5) the Watermaster's determinations as to the approval, scope, nature and priority
10 of any New Production is reasonably necessary to the promotion of the State's interest in fostering
11 the most reasonable and beneficial use of its scarce water resources. All provisions of this
12 Judgment regarding the administration, use and enforcement of the Replacement Water
13 Assessment shall apply to each Non-Pumper Class member that Produces Groundwater. Prior to
14 the commencement of Production, each Producing Non-Pumper Class member shall install a
15 meter and report Production to the Watermaster. The Court finds that this Judgment is consistent
16 with the Non-Pumper Stipulation of Settlement and Judgment.

17 **9.3 Balance Assessment.** In order to ensure that after Rampdown each Party
18 may fully exercise its Production Right, there may be a Balance Assessment imposed by the
19 Watermaster. The Balance Assessment shall be assessed on all Production Rights, excluding the
20 United States' actual Production, but including that portion of the Federal Reserved Right
21 Produced by other Parties, in an amount determined by the Watermaster. A Balance Assessment
22 may not be imposed until after the end of the Rampdown. In determining whether to adopt a
23 Balance Assessment, and in what amount, the Watermaster Engineer shall consider current Basin
24 conditions as well as then-current pumping existing after Rampdown exclusive of any
25 consideration of an effect on then-current Basin conditions relating to Production of Groundwater
26 pursuant to the Drought Program which occurred during the Rampdown, and shall only assess a
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EXHIBIT B

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

Coordination Proceeding
Special Title (Rule 1550 (b))

**ANTELOPE VALLEY GROUNDWATER
CASES**

Included Consolidated Actions:

Los Angeles County Waterworks District No.
40 v. Diamond Farming Co.
Superior Court of California
County of Los Angeles, Case No. BC 325 201

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, consolidated actions, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

Rebecca Lee Willis v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los
Angeles, Case No. BC 364 553

Judicial Council Coordination
Proceeding No. 4408

[Assigned to The Honorable Jack Komar, Judge
Santa Clara County Superior Court, Dept. 17]

Lead Case No. BC 325 201

Santa Clara Court Case No. 1-05-CV-049053

**SECOND AMENDED CASE MANAGEMENT
ORDER**

Judge: Honorable Jack Komar

1 The following proposed First Amended Case Management Order for settlement approval
2 hearings related to settlement of the Small Pumper Class claims and a more global settlement among the
3 majority of parties was proposed by the Small Pumper Class and joined by a number of other parties.
4 The proposed First Amended Case Management Order came before the Court pursuant to an Ex Parte
5 Application to Amend the Case Management Order, entered on November 4, 2014, which was heard at
6 the Case Management Conference on January 22, 2015. The Court, being fully advised, adopts and
7 revises the schedule as follows:

8 1. The deadline for filing Stipulation(s) for Entry of Judgment by the Stipulating
9 Parties shall be **February 26, 2015**. Upon the filing of the Stipulations, the following procedures are
10 established for the approval of the Small Pumper Class settlement and the Proposed Judgment and
11 Physical Solution.

12 2. The Small Pumper Class Motion for Preliminary Approval of the proposed Small
13 Pumper Class settlement shall be scheduled for hearing on **March 19, 2015 at 9:00 a.m.** The hearing
14 will do the following:

15 a. Preliminary presentation of Settlement, including Physical Solution, to the
16 Court;

17 b. Determine the Small Pumper Class membership closing date shall be the
18 date of final approval of the Small Pumper Class settlement, with notice of same to
19 be sent out in the Small Pumper Class notice of settlement;

20 c. Set a deadline of **April 6, 2015** for the mailing of the Class notice;

21 d. Determine and Order the Form of Notice to Class;

22 e. Set a deadline of **May 15, 2015** for objections to the Small Pumper Class
23 Settlement;

24 f. Set a date of **August 3, 2015** for the Fairness/Final Approval hearing to
25 take place at the same date and time as the Court hearing on the approval of the
26 Stipulated Judgment and Physical Solution. The hearing will be held in Los
27 Angeles starting at 9:00 a.m.
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1 3. Subject to the prior Orders of the Court, written statement of objections to the
2 proposed Stipulated Judgment and Physical Solution, and any assertion of claims or rights to produce
3 groundwater from the Basin by a Non-Stipulating Party, shall be due no later than April 7, 2015. Parties
4 not part of the agreement are to advise the Court of their desire to separately adjudicate their claims by
5 no later than April 7, 2015.

6 4. Disclosure of witnesses and exhibits regarding any objections to the Proposed
7 Stipulated Judgment and Physical Solution, assertion of claims or rights to produce groundwater from
8 the Basin by Non-Stipulating Parties, the Public Water Suppliers claim of prescription, and the prove-up
9 by the Stipulating Parties for the Stipulated Judgment and Physical Solution shall be due no later than
10 April 27, 2015.

11 5. Discovery regarding objections to the proposed Stipulated Judgment and Physical
12 Solution, claim of prescription, and any assertion of claims or rights of by Non-Stipulating Parties shall
13 be completed by July 17, 2015.

14 6. Trials or hearings on final approval of the Small Pumper Class Settlement and on
15 prove-up of the Stipulated Judgment and Physical Solution shall commence on August 3, 2015, and
16 continuing through August 7, 2015, and if necessary, August 17 through August 21, 2015. Subject
17 to further orders and scheduling of the Court, such trial or hearings shall include the taking of evidence
18 regarding the following subjects:

- 19 a. Prescription by the Public Water Suppliers;
20 b. Prove-up by Stipulating Parties;
21 c. Proof of claim to produce groundwater by Non-Stipulating Parties;
22 d. Prove-up of defaults;
23 e. Prove-up of Physical Solution;
24 f. Fairness and final approval of the Small Pumper Class Settlement.

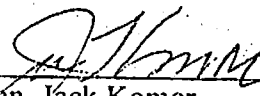
25 7. Within thirty (30) days of the final approval by the Court of the Small Pumper
26 Class Settlement, the Small Pumper Class shall file with the Court either:

- 27 a. A stipulation providing for payment of attorneys' fees and expert fees and
28 costs;

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b. A petition for payment of attorneys' fees and expert fees and cost.

Dated: MAR 27 2015



Hon. Jack Komar
Judge of the Superior Court

LAW OFFICES OF
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IRVINE, CALIFORNIA 92612

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PROOF OF SERVICE

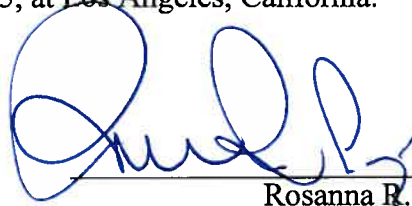
I, Rosanna R. Pérez, declare:

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, 300 S. Grand Avenue, 25th Floor, Los Angeles, California 90071. On June 2, 2015, I served the within document(s):

DECLARATION OF JEFFREY V. DUNN IN SUPPORT OF PUBLIC WATER SUPPLIERS' OPPOSITION TO WILLIS CLASS' MOTIONS

by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 2, 2015, at Los Angeles, California.



Rosanna R. Pérez

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