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Trust

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

10 ANTELOPE VALLEY
GROUNDWATER CASES

11 Included Actions:

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

14 Los Angeles County Waterworks District
15 No. 40 v. Diamond Farming Co., Superior
Court of California, County of Kern, Case
16 No. S-1500-CV-254348

17 Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. City of
18 Lancaster, Diamond Farming Co. v.
Palmdale Water District, Superior Court of
19 California, County of Riverside, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668
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Judicial Council Coordination No. 4408

CLASS ACTION

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

**DEMAND FOR INCLUSION IN
SETTLEMENT DISCUSSIONS BY
CHARLES TAPIA, INDIVIDUALLY AND
AS TRUSTEE OF THE NELLIE TAPIA
FAMILY TRUST**

21
22 COMES NOW Charles Tapia, individually and as Trustee of the Nellie Tapia Family Trust
23 (hereinafter “Tapia”) and submits the following demand for inclusion in settlement discussions
24 that are occurring by and between similarly situated groundwater users:

25 1. Tapia is the owner of agricultural property that grows, at this time, corn and
26 pumpkin crops, located at 8301 Avenue A, Rosamond, Kern County (“Property”).

27 2. The Property consists of a total of 137.36 acres, and all of it is used for agricultural
28 purposes, specifically, over the years, corn and/or pumpkin crops. To grow crops, Tapia uses

1 water from Tapia's well, Serial No. 111206, with a Pump Reference No. 25314.

2 3. As set forth in the "Declaration of Charles Tapia in Support of Water Usage" filed
3 in this case on December 2, 2014, the amount of water used for the crops on the Property for the
4 years 2011 and 2012 is as follows:

5 a. 2011 – 300,609 kWh used /581 kWh per acre foot = 517.4 acre feet of water.

6 b. 2012 – 320,521 kWh used /581 kWh per acre foot = 551.6 acre feet of water.

7 4. Based on these calculations, the Property should be entitled to a minimum annual
8 supply of 534.5 acre feet a year from the Antelope Valley Groundwater Basin, stemming from
9 Tapia's overlying water rights attributable to the Property's location over the groundwater basin
10 central to this case. Tapia further intends to continue his irrigated farming on the Property.

11 5. The undersigned attorney for Tapia has been advised that settlement discussions
12 are in a relatively advanced stage and that a draft confidential settlement document has been
13 circulated which affects persons and/or farmers who are similarly situated to Tapia and which
14 would undoubtedly adversely affect Tapia's ability to continue irrigated farming if Tapia is not
15 included as a party therein. If not included in said discussions, Tapia would further be forced to
16 oppose any efforts by those similarly situated parties to approve any settlement as being unfair to
17 Tapia and which settlement could also conceivably deny Tapia's property rights and due process
18 rights in violation of applicable law, constitutional or otherwise.

19 6. The undersigned attorney for Tapia has further been advised that neither Tapia nor
20 his attorneys are allowed to participate in said settlement discussions due to their confidential
21 nature. It is submitted that this is patently unfair especially to someone such as Tapia who was
22 unnecessarily and improperly excluded from this case when Tapia had requested that his default
23 be lifted much earlier in this year, which request was unreasonably refused. That refusal then
24 necessitated a motion to set aside the default, which was granted this past September. In other
25 words, it is not Tapia's fault that he is a relatively late participant in this case.

26 7. Tapia submits this demand, through his undersigned counsel, for inclusion in the
27 settlement discussions that affect his property and water rights. Failing to be voluntarily admitted
28 to those discussions, Tapia will be forced to file a motion with the court requesting that the court,


1 in the interests of justice and based upon its inherent ability to control the processes before it,
2 require the parties and attorneys similarly situated as Tapia to allow Tapia and his counsel to
3 participate in said settlement discussions.

4 8. This Demand will, after its filing with the court, be emailed directly to attorneys
5 for the United States Department of Justice (whom the undersigned also believes is acting as the
6 attorneys in charge of drafting the proposed settlement documentation for parties similarly
7 situated as Tapia) and to William Brunick, counsel for the Antelope Valley East-Kern Water
8 Agency.

9 WHEREFORE, Tapia demands to be included in the settlement discussions that are
10 occurring and which directly affect the Property and Tapia's water rights related thereto.

11 Dated: December 16, 2014

BRUMFIELD & HAGAN, LLP
A Limited Liability Partnership

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13 By: 
14 _____
15 Robert H. Brumfield, III
16 Attorneys for Charles Tapia and the Nellie
17 Tapia Family Trust
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