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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

Coordination Proceeding
Special Title (Rule 1550(b))

**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 254348

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 353840, RIC 344436, RIC
344668

Judicial Council Coordination Proceeding
No. 4408

SC Case No. 105CV 049053
Assigned to Hon. Jack Komar

**TRIAL STIPULATION FOR
ADMISSION OF EVIDENCE BY NON-
STIPULATING PARTIES ROBAR
ENTERPRISES, INC., HI-GRADE
MATERIALS, CO. AND CJR, A
GENERAL PARTNERSHIP, AND
WAIVER OF PROCEDURAL AND
LEGAL OBJECTIONS TO CLAIMS BY
STIPULATING PARTIES PURSUANT
TO PARAGRAPH 5.1.10 OF THE
[PROPOSED] JUDGMENT AND
PHYSICAL SOLUTION**

**DATE: December 23, 2015
TIME: 10:00 a.m.
DEPT.: Room 222**

On March 4, 2015, the vast majority of the parties to this action filed a "Stipulation for Entry of Judgment and Physical Solution" which included a stipulation and agreement to the entry of the "[Proposed] Judgment and Physical Solution," which was amended by the filing on March 25, 2015 of the "Amended Stipulation for Entry of Judgment and Physical Solution." (The parties to the Amended Stipulation for Entry of Judgment and Physical Solution are hereinafter referred to as the "Stipulating Parties").

1 Since March 25, 2015, a limited number of parties not signatory to the “Amended
2 Stipulation for Entry of Judgment and Physical Solution” have asserted claims to produce
3 groundwater from within the Jurisdictional Boundary of the Antelope Valley Groundwater
4 Adjudication Area (“Basin”.)

5 Specifically, ROBAR ENTERPRISES, INC., HI-GRADE MATERIALS, CO. and
6 CJR, A GENERAL PARTNERSHIP are not parties to the “Amended Stipulation for Entry of
7 Judgment and Physical Solution” (hereinafter collectively “the Robar Non-Stipulating
8 Parties”). The Stipulating Parties and the Robar Non-Stipulating Parties enter into this
9 Stipulation to resolve as among themselves potential disputes regarding a) the amount of the
10 Production Right to be decreed to the Robar Non-Stipulating Parties and b) the evidence that
11 the Robar Non-Stipulating Parties will produce at trial in support of their claimed Production
12 Right. To avoid litigation among the Parties hereto, the Stipulating Parties and the Robar Non-
13 Stipulating Parties agree as follows:

14 1. The Stipulating Parties stipulate and agree to the admission into evidence of
15 certain trial exhibits (Trial Exhibit List attached hereto) prepared by the Robar Non-Stipulating
16 Parties. The trial exhibits shall be presented to the Court by the Robar Non-Stipulating Parties
17 in support of their respective claimed Production Rights in the amount described in Paragraph
18 4(a) of this Stipulation in accordance with the [Proposed] Judgment and Physical Solution.

19 2. The Robar Non-Stipulating Parties stipulate and agree to request approval from
20 the Court of the [Proposed] Judgment and Physical Solution and to inform the Court that they
21 agree to abide with all the terms of the Amended Stipulation for Entry of Judgment and
22 Physical Solution.

23 3. The Stipulating Parties agree to waive their procedural and legal objections to
24 the claims of the Robar Non-Stipulating Parties to produce groundwater from the Basin to the
25 extent provided in this Stipulation.

26 4. The Stipulating Parties agree to assert no objection to the Robar Non-Stipulating
27 Parties claiming and being decreed the right to produce groundwater under Paragraph 5.1.10 of
28 the [Proposed] Judgment and Physical Solution in the collective amount of 200 acre-feet per

1 year. Pursuant to the request of the Robar Non-Stipulating Parties, the entire amount of 200
2 acre-feet per year is to be assigned to CJR, a General Partnership.

3 5. The Parties hereto stipulate and agree that the Production Right stated in
4 Paragraph 4 above, will be accounted for as part of the Paragraph 5.1.10 seven percent (7%) in
5 the [Proposed] Judgment and Physical Solution and will not be entered on or calculated as part
6 of either Exhibit 3 or 4, unless ordered otherwise pursuant to Paragraphs 5.1.10 and 18.5.9.
7 Further, the Parties stipulate and agree that this Stipulation will not require any amendment to
8 either the Amended Stipulation for Entry of Judgment or the [Proposed] Judgment and
9 Physical Solution, including Exhibits 1-10, unless ordered otherwise pursuant to Paragraphs
10 5.1.10 and 18.5.9.

11 6. In accordance with the [Proposed] Judgment and Physical Solution and this
12 Stipulation, the Robar Non-Stipulating Parties will be entitled to produce groundwater from the
13 Basin; provided, the Robar Non-Stipulating Parties acknowledge and agree that the Robar
14 Non-Stipulating Parties shall have no right to transfer their Production Right separate from the
15 overlying property (Paragraph 16), or to carryover their Production Right (Paragraph 15) under
16 the [Proposed] Judgment and Physical Solution; provided however, nothing shall prevent the
17 Robar Non-Stipulating Parties from transferring their Production Right to a Public Water
18 Supplier which agrees to provide water service to such water user.

19 7. The Robar Non-Stipulating Parties shall not join or support the unresolved
20 claims or objections to the [Proposed] Judgment and Physical Solution asserted by any other
21 party to this proceeding.

22 8. In the event the trial court or an appellate court rejects this Stipulation, the
23 Amended Stipulation for Entry of Judgment and Physical Solution, and/or the [Proposed]
24 Judgment and Physical Solution, this Stipulation and all other terms of settlement between the
25 Stipulating Parties and the Robar Non-Stipulating Parties are *void ab initio*.

26 9. This Stipulation may be signed by the Parties in counterparts which shall be
27 filed with the Court.

28 _____

1 THE ROBAR NON-STIPULATING PARTIES

2 ROBAR ENTERPRISES, INC.

3
4 By: *Jonathan D. Howe*
5 President

6 By: *Don A. Glyn*
7 Secretary

8 HI-GRADE MATERIALS, CO

9
10 By: *Jonathan D. Howe*
11

12 CJR, A GENERAL PARTNERSHIP

13 By: *Jonathan D. Howe*
14 Partner

15
16 By: _____
17 Partner

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19 By: _____
20 Partner

21
22 By: _____
23 Partner

24 STIPULATING PARTIES

25 By: *Michael Cranen*

26 *antelope valley united Materials Group,*
27 *Adams Bennett Investments, Miracle Improvement*
28 *Corporation, Sheep Creek Water Company, Service Rock*
Products and St. Andrews' Abbey

1 STIPULATING PARTIES

2
3 JOHN C. CRUDEN
4 Assistant Attorney General
5 Environment and Natural Resources Division

6 By: 

7 R. LEE LEININGER, Trial Attorney
8 JAMES J. DUBOIS, Trial Attorney
9 United States Department of Justice
10 Environment and Natural Resources Division
11 999 18th Street, South Terrace, Suite 370
12 Denver, Colorado 80202

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ATTORNEYS FOR THE UNITED STATES
OF AMERICA

Antelope Valley Groundwater adjudication
Santa Clara Superior Court Case No. 105CV 049053

TRIAL EXHIBIT LIST

Of Cross-Defendants Robar Enterprises, Inc.; CJR; and Hi-Grade Materials Co.

1. **Declaration of Lori Clifton** in Lieu of Phase VI Trial Testimony, executed on February 10, 2016.
2. **Exhibit 1** to Declaration of Lori Clifton: maps depicting location of cross-defendants' real properties and groundwater pumping wells;
3. **Exhibit 2** to Declaration of Lori Clifton: cross-defendants' Avenue T financials for 2011 and 2012 fiscal years;
4. **Exhibit 3** to Declaration of Lori Clifton: cross-defendants' Littlerock Quarry financials for 2011 and 2012 fiscal years;
5. **Exhibit 4** to Declaration of Lori Clifton: results of 2015 tests regarding aggregate cleanliness
6. **Exhibit 5** to Declaration of Lori Clifton: grant deeds for properties owned by cross-defendants;
7. **Exhibit 6** to Declaration of Lori Clifton: grant deeds for properties owned by cross-defendants;
8. **Exhibit 7** to Declaration of Lori Clifton: grant deeds for properties owned by cross-defendants;
9. **Exhibit 8** to Declaration of Lori Clifton: grant deeds for properties owned by cross-defendants;
10. **Exhibit 9** to Declaration of Lori Clifton: Secretary of State records regarding cross-defendants' good standing;
11. **Declaration of Steve Cortner** as Expert Witness in Support of the Robar Parties' Groundwater Pumping Prove-up, executed on January 6, 2016.
12. **Exhibit 1** to Declaration of Steve Cortner: statement of Steve Cortner's qualifications;

13. **Exhibit 2** to Declaration of Steve Cortner: biography of Steve Cortner;
14. **Exhibit 3** to Declaration of Steve Cortner: Steve Cortner's sieve analysis regarding cross-defendants' business.