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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
10

11 Coordination Proceeding
12 Special Title (Rule 1550 (b))

LASC Case No. BC 325201

13 **ANTELOPE VALLEY GROUNDWATER**
14 **CASES**

Judicial Council Coordination
Proceeding No. 4408

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

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

AMENDMENT TO AUGUST 10, 2018
MOTION OF CHRISTINE AND STEVEN
SELAK TRUST TO INTERVENE TO
BECOME A PARTY TO THE JUDGMENT

Date: November 1, 2018
Time: 9:00 AM
Place: By Courtcall

23 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

24 Steven Selak, as Trustee and on behalf of the Christine and Steven Selak Trust in the above
25 captioned action filed a Motion To Intervene To Become A Party To The Judgment dated August
26 10, 2018 (the “Selak Intervention Motion”). On August 27, 2018, the Antelope Valley
27 Watermaster in its “Watermaster’s Response To Motion of Steven Selak As Trustee To Intervene
28 To Become A Party To The Judgment And Exhibit A; [Proposed] Order” (“Watermaster’s

1 Response”) attached specified documents required by the Judgment or Rules and Regulations to
2 comply with intervention and the transfer of water in connection with Watermaster’s approval of
3 the Trustee’s application for transfer and a Proposed Order but questioned Trustee’s representation
4 of the Selak Trust in connection with Watermaster’s Response. The documents attached to
5 Watermaster’s Response including the Proposed Order are hereby incorporated by reference
6 herein into this Amendment to Motion.

7 Attached hereto as Exhibit “A” is the Selak Intervention Motion executed by Steven Selak
8 and Christine Selak, Trustees of the Christine and Steven Selak Trust. Attached hereto as Exhibit
9 “B” is a copy of the original Trust Certificate dated and notarized on October 16, 2007.

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11 Dated: October 25, 2018

Respectfully,

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13 By:



14 JOHN J. SCHATZ
15 Attorney for
16 Christine and Steven Selak Trust
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JOHN SCHATZ
Attorney at Law
P.O. Box 7775
Laguna Niguel, Ca. 92607-7775

EXHIBIT A

1 Steven James Selak and Christine Viglione Selak As Trustees And On Behalf Of The Christine And
2 Steven Selak Trust
3 1200 Lida St.
4 Pasadena, CA 91103
5 Telephone: 626-584-8110

6 In pro per

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

12 Coordination Proceeding
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14 **ANTELOPE VALLEY GROUNDWATER**
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LASC Case No. BC 325201

Judicial Council Coordination
Proceeding No. 4408

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

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

**MOTION TO INTERVENE TO BECOME A
PARTY TO THE JUDGEMENT**

Date: September 12, 2018

Time: 8:30 AM

Place:

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24 To all parties of record:

25 Comes now Steven James Selak and Christine Viglione Selak as Trustee and on behalf of the Christine
26 and Steven Selak Trust in the above titled action, represented pro per, and moves the court to intervene
27 to allow us to become a Party to the Judgment.
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[Type text]

1 Please take notice that on September 12, 2018 at 8:30 A.M. or as soon as the Santa Clara County
2 Superior Court (for above-entitled court located at 111 North Hill St. Los Angeles, California) may hear
3 the matter telephonically by CourtCall, with the parties to appear by CourtCall, Steven James Selak and
4 Christine Viglione Selak as Trustees and on behalf of the Christine and Steven Selak Trust hereby does
5 move the Court for an order granting it leave to intervene in the December 23, 2015 Judgment and
6 Physical Solution ("Judgment") in the above-captioned Antelope Valley Groundwater Adjudication,
7 pursuant to Section 20.9 of the Judgment and Section 387 of the California *Code of Civil Procedure*.

8 This notice and motion is based on the below:


9 PLEASE TAKE NOTICE that in July of 2018 the Christine and Steven Selak Trust purchased
10 water rights from a member of the Antelope Valley Groundwater Adjudication, Section 4 of the Final
11 Judgment. The Christine and Steven Selak Trust is not currently a Party to the Judgment. The
12 Watermaster Engineer attorney (Todd Groundwater) and the Final Judgment require "Any Transferee
13 not already a Party to the Judgment must intervene and become a Party to the Judgment."

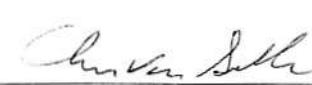
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15 CONCLUSION:

16 For the following reasons, the Christine and Steven Selak Trust petition the court to intervene
17 and make us a Party to the Judgment.

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19 Dated: August 10, 2018

Respectfully submitted,

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21 By: 
Steven James Selak

22
23 By: 
Christine Viglione Selak

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25 Trustees of the Christine and Steven Selak Trust

EXHIBIT B

WHEN RECORDED RETURN TO:

Steven and Christine Selak
726 N. Kenwood St.
Burbank, CA 91505

TRUST CERTIFICATE

This Trust Certificate is made by STEVEN JAMES SELAK and CHRISTINE VIGLIONE SELAK Trustees of the CHRISTINE AND STEVEN SELAK TRUST, dated October 16, 2007. The Trust's principal terms and conditions are as follows:

1. Trust Name. The name of the Trust is:

CHRISTINE AND STEVEN SELAK TRUST

2. Parties. The parties to the Trust are:

2.1. Trustors.

STEVEN JAMES SELAK and CHRISTINE VIGLIONE SELAK

2.2. Trustees.

STEVEN JAMES SELAK and CHRISTINE VIGLIONE SELAK

2.3. Successor Trustees.

1st: RICHARD SELAK and BERNADETTE COLEN
2nd: JOSEPH VIGLIONE

2.4. Beneficiaries.

STEVEN JAMES SELAK and CHRISTINE VIGLIONE SELAK and certain other individuals.

3. Trust Corpus. The Trust Estate consists of Ten Dollars (\$10.00) and other real and personal property transferred to the Trust and accepted by the Trustees.

4. Revocability. Trustors may wholly or partly revoke the Trust.

5. Term. The Trust will continue until distributed or revoked according to its terms. It must terminate twenty-one (21) years after the death of the Trustors and Beneficiaries.

6. Trust Identification Number. The tax identification number of the Trust is: 587-15-1928 or 367-84-9218.

7. Title to Trust Assets. Title to Trust assets should be taken in substantially the following manner: "STEVEN JAMES SELAK and CHRISTINE VIGLIONE SELAK, Trustees of the CHRISTINE AND STEVEN SELAK TRUST, dated October 16, 2001."

8. Powers Of Trustees.

8.1. In General. The Trustees have the following powers in addition to (i) those now or later set forth in this document or conferred by law; (ii) those set forth in SCHEDULE A attached and incorporated by this reference.

8.2. Regarding Insurance. With respect to life insurance policies:

8.2.1. Terminate Policies. The Trustees may, but need not, pay from income or principal of the Trust premiums, assessments or other policy charges required to preserve the policies as binding contracts.

8.2.2. Notice. If the Trustees (i) do not intend to pay any premium, assessment or other policy charge or (ii) intend to cancel, convert or substantially modify any policy, they shall first give the insured at least thirty (30) days advance written notice.

8.2.3. Dividends. Any policy dividends received by the Trustees shall be treated as principal.

8.2.4. Collection of Proceeds. Upon the receipt of an insured's proof of death, or upon policy maturity prior to the insured's death, the Trustees shall collect the proceeds and hold them as principal of the respective Trust. However, any interest paid by the insurer for a period subsequent to maturity shall be considered income.

8.2.5. Settlement Options. The Trustees may accept any payments due under any settlement arrangement made before or after the insured's death. They may exercise any rights available under that arrangement. Payments received under an option based on the Survivor's life shall be distributed to the Survivor during the Survivor's lifetime.

8.2.6. Claims. The Trustees may compromise, arbitrate or otherwise adjust claims upon any policy. They may, but need not, exercise settlement options.

8.2.7. Insurers Protected. The Trustee's receipt to the insurer shall constitute a full discharge. The insurer is not required to see to the proceeds' application.

8.3. Borrowing. The Trustees may borrow funds for the Trust in such amounts and for such purposes as they deem to be in the trust's and beneficiaries' best interests. During Trustors' joint lifetimes, the Trustees may guarantee any debt incurred by Trustors. The Trustees may execute and deliver promissory notes or other evidences of Trust debt, mortgage, pledge, hypothecate or otherwise encumber all or

any part of the Trust Estate to secure payment of the debt, and repay the debt out of the Trust Estate.

8.4. Distribution of Small Shares. If at the end of any calendar year the fair market value of the Trust, or a separate share or trust held for any beneficiary, is less than Fifty Thousand Dollars (\$50,000), the Trustees, in their discretion, may distribute the balance to the beneficiary and terminate that beneficiary's interest.

8.5. Deferral of Transfers. The Trustees may defer transferring to a trust or beneficiaries all or any part of the assets required to be transferred as a result of a Trustor's death. They may do this if they deem the deferral necessary to pay the deceased Trustor's death taxes and costs, or until the Trustees determine whether the Trustees or the executor desire to use the alternate valuation date provided in Internal Revenue Code Section 2032, or any similar successor section. However:

8.5.1. Deductions. The transfer shall not be deferred, as to property qualifying for the federal estate tax marital deduction, beyond the time or under terms which would disqualify the property for that deduction;

8.5.2. No Hardship to Beneficiaries. The Trustees may only defer if they, in their discretion, are satisfied that undue hardship will not occur to the persons who would otherwise be recipients of deferral period income and principal distributions;

8.5.3. Discretionary Payments of Deferral Period Income. All or any part of the deferral period income not otherwise distributed may be distributed from time to time to one or more persons who would otherwise have been recipients of income and principal had the deferral not occurred. The distributions may be in amounts necessary for their maintenance, support and education. However, income earned after the Decedent's death from the Survivor's Trust property shall constitute income and be quickly transferred to the Survivor's Trust to be distributed as income in accordance with the Survivor's Trust. Any amount of income or principal distributed as described above shall be charged as an advance, without interest, against the ultimate share to be distributed to that person (or trust primarily for that person's benefit);

8.5.4. Undistributed Deferral Period Income. Except as described above, no trust or beneficiary has any right to income from the assets subject to deferral during the deferral period. Any undistributed deferral period income shall, upon the deferral period's termination, constitute additional principal to be distributed in accordance with this Trust;

8.5.5. Vested Interests. Whether or not the alternate valuation date is used, the beneficiaries' interests shall, despite anything to the contrary in this Trust, be deemed vested on the death of Trustor or Trustors, as the case may be; and

8.5.6. No Liability. The Trustees shall incur no liability to a beneficiary for, in good faith, making or not making a deferral.

8.6. House Clause. This paragraph applies to any one or more residences occupied by Trustors as their home at the Decedent's death. The Survivor may possess and occupy the residence during the Survivor's lifetime. The Survivor need not pay rent or account to the Trustees.

8.6.1. Survivor's Use of House. While the Survivor possesses and occupies the home, the Survivor shall manage, care for, and protect it. The Survivor shall pay all costs of repairs and expenses of insuring the home against loss or damage by fire. The Trustees shall have no responsibility for the home. However, they shall be obligated to pay the Trust's proportionate share of taxes and assessments and installments of principal or interest which fall due on any mortgage or deed of trust constituting a lien on the home, unless the Trust has insufficient income to pay these items, in which case the Trustees are authorized to sell or exchange the Trust's interest in the home. The Trustees may, but need not, carry additional property insurance to protect the Trust. The Trustees may charge all disbursements regarding the home to either principal or income of the Decedent's Trust or the Survivor's Trust, in accordance with each trust's interest in the home.

8.6.2. Exchange of House. Upon receipt of the Survivor's written instructions, the Trustees shall exchange the home for other residential property or sell it and use the funds of the Decedent's Trust or the Survivor's Trust to purchase other residential property selected by the Survivor. Any sale or purchase may be for cash, or partly for cash and partly on credit, and at a price and upon terms the Survivor determines. The purchase price for other residential property may not exceed the selling price, less selling expenses, of the property sold. That limitation will not apply if the Survivor contributes the excess, either by paying cash or by agreement to exonerate or indemnify the Trust from liability for the excess. The Survivor need not give security for the Survivor's liability under any such agreement. The Survivor's and Trustees' right, title and interest in residential property so acquired shall be proportionate to their respective contributions to the purchase price. The right, title and interest of the Decedent's Trust or the Survivor's Trust in any other residential property received in exchange or by purchase shall be subject to all these terms and conditions including the provisions relating to possession and occupancy, sale or exchange, and acquisition of other residential property.

8.7. Transfer of Assets to Trustors' Estates. After either Trustor's death, the Trustees, in their discretion, may distribute to the deceased Trustor's estate, any assets which are includible in the deceased Trustor's taxable estate in order to pay the expenses and taxes of the Decedent's death, or for any other purpose.

8.8. One Co-Trustee's Actions. If Co-Trustees are serving, any Co-Trustee acting alone may (i) sign checks, make withdrawals, enter a safe deposit box, buy and sell through a brokerage account, unless a signature card for a bank account, savings and loan account, brokerage account, or safe deposit box, specifically requires otherwise, (ii) engage in all acts necessary to facilitate the Trust's purchase or sale, or both, of real property, including, without limitation, signing deposit receipts, escrow instructions, loan documents, and deeds, and (iii) exercise all powers and sign all documents as a general or limited partner.

8.9. Privacy and Confidentiality of Trust's Terms. The Trustees must preserve the privacy and confidentiality of this Trust's terms, including the Trust assets, beneficiaries' names, gifts and dispositive terms. The privacy and confidentiality are important. However, (i) if family harmony is endangered, the Trustees may give information about a beneficiary's vested or contingent interest to that beneficiary or to that beneficiary's authorized representative, and (ii) if the Trustees receive a legally valid demand for information about the Trust, the Trustees must comply. If a privacy problem

or confidentiality problem arises, the Trustees may hire a lawyer, and, from the Trust's assets, pay for legal services. The Trustees shall not be liable to any beneficiary for complying with this instruction for privacy and confidentiality.

8.10. Minor Or Incompetent Beneficiary. If at any time or from time to time any beneficiary entitled to receive income or principal of any trust created under this Agreement, other than Trustors, shall be a minor, or an incompetent, or a person whom the Trustees deem unable wisely or properly to handle funds if paid directly to that beneficiary, the Trustees may make such payments in any one or more of the following ways: to the natural guardian or the legally appointed guardian, conservator or other fiduciary of the person or estate of such beneficiary; to any person or organization providing health, support, maintenance or education for such beneficiary; to a custodian under the Uniform Transfers to Minors Act selected by the Trustees; or by making expenditures directly for the benefit of such beneficiary.

8.11. S Corporation Stock. The Trustees shall have the following powers with respect to S Corporation stock.

8.11.1. Power To Divide. If S Corporation stock is an asset of, or is transferred to, any trust created under this instrument, and the trust does not qualify as a "Qualified Subchapter S Trust" as defined in Internal Revenue Code Section 1361(d)(3), the Trustees shall segregate and retain the S Corporation shares in a separate S Corporation Trust having the terms and conditions set forth in the following paragraphs.

8.11.2. S Corporation Trust. The following terms and conditions shall govern each S Corporation Trust created under this instrument. Any other provisions of this trust instrument which are inconsistent with the following terms and conditions or which would cause the S Corporation Trust to fail to qualify as a Qualified S Corporation Trust under Internal Revenue Code Section 1361(d)(3) shall not apply to any S Corporation Trust created under this instrument.

8.11.2.1. Each S Corporation Trust shall have only one (1) income beneficiary during the life of the then current income beneficiary. The income beneficiary shall be a citizen or resident of the United States of America.

8.11.2.2. If any principal of the trust estate is to be distributed during the life of the then current income beneficiary, such principal may be distributed only to that income beneficiary.

8.11.2.3. In the event that the S Corporation Trust terminates during the lifetime of the then current income beneficiary, all of the trust estate of the S Corporation Trust must be distributed to that income beneficiary.

8.11.2.4. The entire net income, as defined in Internal Revenue Code Section 643(b), shall be distributed in at least quarterly installments to the then current income beneficiary. On the death of the income beneficiary, the trustee shall distribute accrued but undistributed net income in accordance with Internal Revenue Code Section 1361(d)(3).

8.11.3. Other Powers. If there is any S Corporation stock as an asset of this trust, the Trustees are authorized to do any of the following:

8.11.3.1. Consent to a Subchapter S election, including consent for the portion of the tax year before the date of a settlor's death;

8.11.3.2. Terminate the Subchapter S election, including the power to revoke or join in a revocation;

8.11.3.3. Enter into agreements covering short period allocations;

8.11.3.4. Enter into agreements for distributions of income, including distributions of Subchapter S earnings and profits;

8.11.3.5. Elect installment payment of federal estate taxes and retain S Corporation stock during the payment period;

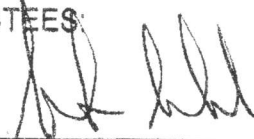
8.11.3.6. Sell S Corporation stock, including sales which qualify under Internal Revenue Code Section 303; and

8.11.3.7. Distribute S Corporation stock to beneficiaries, unequally if necessary, in a manner to preserve the election, including the power to qualify a trust as a Qualified Subchapter S Trust.

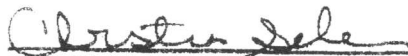
The Trust has not been revoked, modified or amended in any manner which would cause the representations contained in this Trust Certificate to be incorrect. This certificate is signed by all of the currently acting Trustees of the Trust.

We declare under penalties of perjury under the laws of the State of California that the statements contained in this Trust Certificate are true and correct. Executed at Encino, California on October 16, 2007.

TRUSTEES:



STEVEN JAMES SELAK



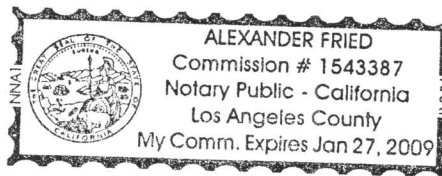
CHRISTINE VIGLIONE SELAK

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Oct. 16, 2007, before me, Alexander Fried, a Notary Public in and for the State of California, personally appeared STEVEN JAMES SELAK, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Alexander Fried
Notary Public in and for said County and State



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Oct. 16, 2007, before me, Alexander Fried, a Notary Public in and for the State of California, personally appeared CHRISTINE VIGLIONE SELAK, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Alexander Fried
Notary Public in and for said County and State

