

1 William J. Brunick, Esq. [SB No. 46289]
2 Leland P. McElhaney, Esq. [SB No. 39257]
3 **BRUNICK, McELHANEY & KENNEDY PLC**
1839 Commercenter West
San Bernardino, California 92408

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Gov't. Code Section 6103*

4 MAILING:
5 P.O. Box 13130
6 San Bernardino, California 92423-3130
Telephone: (909) 889-8301
7 Facsimile: (909) 388-1889

8 Attorneys for Cross-Complainant,
9 ANTELOPE VALLEY-EAST KERN WATER AGENCY

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

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

Judicial Council Coordination Proceeding
No. 4408

14 **ANTELOPE VALLEY**
15 **GROUNDWATER CASES**

Santa Clara Case No.
1-05-CV-049053
The Honorable Jack Komar, Dept.17

16 **Included Actions:**

17 Los Angeles County Waterworks District
18 No. 40 vs. Diamond Farming Company, a
19 corporation, Superior Court of California,
County of Los Angeles, Case No.
BC325201;

20 Los Angeles County Waterworks District
21 No. 40 vs. Diamond Farming Company, a
22 corporation., Superior Court of California,
County of Kern, Case No. S-1500-CV-254-
348;

23 Wm. Bolthouse Farms, Inc. vs. City of
24 Lancaster, Diamond Farming Company, a
25 corporation, vs. City of Lancaster, Diamond
26 Farming Company, a corporation vs.
27 Palmdale Water District, Superior Court of
California, County of Riverside, Case Nos.
RIC 353840, RIC 344436, RIC 344668.

**JOINT RESPONSE OF STATE OF
CALIFORNIA, CITY OF LOS ANGELES,
COUNTY SANITATION DISTRICTS OF
LOS ANGELES COUNTY NOS. 14 & 20,
AND ANTELOPE VALLEY-EAST KERN
WATER AGENCY TO BLUM TRUST'S
SEPARATE STATEMENT OF
UNDISPUTED FACTS IN SUPPORT OF
ITS MOTION FOR SUMMARY
JUDGMENT/SUMMARY
ADJUDICATION**

Date: December 22, 2014
Time: 10:00 a.m.
Room: TBD
Judge: Hon. Jack Komar

28 **JOINT RESPONSE OF STATE OF CALIFORNIA, CITY OF LOS ANGELES, COUNTY SANITATION DISTRICTS OF LOS ANGELES
COUNTY NOS. 14 & 20, AND ANTELOPE VALLEY-EAST KERN WATER AGENCY TO BLUM TRUST'S SEPARATE STATEMENT
OF UNDISPUTED FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT/SUMMARY ADJUDICATION**

1 Cross-Defendants, State of California, State of California 50th District Agricultural
2 Association (collectively, State of California), the City of Los Angeles, by and through its
3 Department of Airports, Los Angeles World Airports (LAWA), the County Sanitation Districts
4 of Los Angeles County Nos. 14 and 20 (LA County Sanitation), and the Antelope Valley - East
5 Kern Water Agency (collectively, Public Overliers) submit this response and objection to the
6 Blum Trust's Separate Statement of Undisputed Facts in support of its motion for summary
7 judgment/adjudication.

8 **ISSUE NO. 1: CROSS-COMPLAINANTS' FIRST AMENDED CROSS-COMPLAINT FOR**
9 **DECLARATORY AND INJUNCTIVE RELIEF AND ADJUDICATION OF WATER**
10 **RIGHTS FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF-PRESCRIPTIVE**
11 **RIGHTS; SECOND FOR DECLARATORY RELIEF-APPROPRIATIVE RIGHTS; THIRD**
12 **FOR DECLARATORY RELIEF-PHYSICAL SOLUTION; FOURTH FOR DECLARATORY**
13 **RELIEF-MUNICIPAL PRIORITY; FIFTH FOR DECLARATORY RELIEF-STORAGE OF**
14 **IMPORTED WATER; SIXTH FOR DECLARATORY RELIEF-RECAPTURE OF RETURN**
15 **FLOWS; & SEVENTH FOR UNREASONABLE USE OF WATER AGAINST BLUM TRUST**
16 **HAS NO MERIT BECAUSE BLUM TRUST'S REASONABLE BENEFICIAL USE OF ITS**
17 **OVERLYING RIGHTS & CORRELATIVE RIGHTS ARE SUPERIOR, AND AT THE VERY**
18 **LEAST CO-EQUAL TO CROSS-COMPLAINANTS' WATER RIGHTS AND NOT**
19 **SUBORDINATE.**

20 **MOVING PARTY'S UNDISPUTED**
21 **MATERIAL FACTS AND**
22 **SUPPORTING EVIDENCE**

23 **OPPOSING PARTY'S RESPONSE**
24 **AND SUPPORTING EVIDENCE**

25 1. Since 1985 to present, Sheldon
26 Blum/BLUM TRUST was and is, the Fee
27 Owner of approximately 150 acres of
28 farmland that overlies the Antelope Valley
Basin located in the City of Lancaster,
County of Los Angeles, CA, identified by
APNs & Acreage as follows: (1) 3384-
009-001=80+/-Acs.; (2) 3384-009-
006=39+/-Acs.; (3) 3384-020-012=10+/-
Acs; (4) 3384-020-013=10+/-Acs.; and (5)
3262-016-011=10+/-Acs.

1. For the purpose of this motion only, do
not dispute.

Declaration of Sheldon Blum Pg. 2, ¶2.
Request for Judicial Notice Ex. A.

1 2. By virtue of the location of each
2 overlying parcel, BLUM TRUST has a
3 overlying and correlative right to pump
4 and/or divert groundwater for the
5 reasonable and beneficial use of its parcels.

6 *Request for Judicial Notice, Ex. "A" &*
7 *"B".*

8 3. BLUM TRUST bought the above-
9 described parcels because of its location
10 with respect to the Basin's underlying
11 percolating water, without which the
12 overlying lands would have little value to
13 BLUM TRUST.

14 *Declaration to Sheldon Blum - Pg. 2, ¶3.*

15 4. There are three (3) water wells on
16 BLUM TRUST's 120 acres of farmland
17 located on APN 3384-009-001 & 3384-
18 009-006. The wells are illustrated on
19 BOLTHOUSE FARMS' Lease MAP OF
20 BLUM PARCEL & Ariel Photo.

21 *Declaration of Sheldon Blum, Pg. 2 ¶5,*
22 *Exhibit List Ex. "2" & Ex. "6".*

23 5. The public records of the CA Dept. of
24 Water Resources, Southern District, records
25 two (2) Water Well Index Cards on file
26 which were drilled on BLUM TRUST's
27 above-referenced farmland in 1932 & 1948,
28 by farming predecessor T.D. Kyle.

Request for Judicial Notice, Ex. "B,"
Declaration of Sheldon Blum Pg. 3, ¶6.

6. BLUM TRUST's APN 3384-020-
012=10 Acs.; APN 3384-020-013=10 Acs.;
& 3262-016-011=10 Acs., have been
dormant of groundwater pumping during
the Basin's adjudication time-frame of
2000-2014, however the parcels overly the
Basin and have correlative rights with other
Overlying Landowners, free of
replenishment assessment, from the native
safe yield.

Declaration of Sheldon Blum Pg. 3, ¶7

2. Objection: the statement that the
"BLUM TRUST has an overlying and
correlative right to pump [etc.]" is a legal
conclusion, and not a fact. (Declarations
supporting a motion for summary
adjudication must contain evidentiary rather
than ultimate facts or conclusions
[*Sheppard v. Morgan Keegan & Co.* (1990)
218 Cal.App.3d 61, 67])

3. Objection. Irrelevant. Also, lack of
foundation as to whether the parcels would
have little value without overlying and
correlative water rights.

4. For the purpose of this motion only, do
not dispute.

5. Objection. Hearsy and no foundation.

6. Objections: irrelevant, conclusory,
lacks foundation, lacks personal knowledge,
hearsay, inadmissible opinion testimony,
legal conclusion (Evid. Code sections 350,
403, 702, 800, 803, 1200).

1 7. On August 2, 2001, BLUM TRUST as
2 Lessor, and BOLTHOUSE FARMS as
3 Lessee, entered into an Agriculture Lease
4 Agreement and Modification of Lease dated
5 May 17, 2004, to lease Lessors' APN:
6 3384-009-001=80+/-Acs. and 3384-009-
7 006=39+/-Acs., and have all groundwater
8 pumped for the beneficial use of BLUM
9 TRUST's approximate 120 Acres of
10 farmland. Pumping was to be undertaken
11 from servicing BLUM TRUST's existing
12 three (3) water wells, and/or if agreed,
13 pumped from BOLTHOUSE FARMS'
14 adjacent parcel(s) well(s) and delivered
15 onto the BLUM TRUST leased parcels.

16 *Declaration of Sheldon Blum, Pg. 3, ¶8.*
17 *Exhibit List Ex. "1."*

18 8. BOLTHOUSE FARMS elected to
19 construct an underground pipeline delivery
20 system from its adjacent parcels' water
21 wells and route it underneath the city streets
22 of Ave. J and 75th St. E. Onto the BLUM
23 TRUST's farmland. These water wells
24 were designated by BOLTHOUSE FARMS
25 as LAID 13-3 bearing APN 3384-008-002;
26 AVOL 14-3N; & AVOL 14-3S bearing
27 APN 3384-004-004.

28 *Declaration of Sheldon Blum Pgs. 4-5 ¶10-*
14. Exhibit List Ex. "3" - "6."
Request for Judicial Notice Ex. "C" &
"D".

9. Under this Agriculture Lease Agreement
a contiguous "Farming Unit" for eight (8)
consecutive years was created between
Lessor BLUM TRUST's approximate 120
acres of healthy non-contaminate farmland,
and Lessee BOLTHOUSE FARMS' above
identified water wells, for the reasonable
beneficial use of irrigating and harvesting
carrots and onions on the leased farmland.

Declaration of Sheldon Blum Pg. 3-4 ¶9.
Exhibit List Ex. "6", Ex. "7(1-3)", Ex. "8
(1-7)". Request for Judicial Notice Ex.
"J", & Ex. "K". Declaration of Ali
Shahroody, P.E.

7. Admit only that the referenced lease
agreement was executed, and it speaks for
itself. As to the balance of this statement,
object on the following grounds: irrelevant,
lacks foundation, lacks personal knowledge,
hearsay, inadmissible opinion testimony
(Evid. Code sections 350, 403, 702, 800,
803, 1200). Also, Exhibit 1 is a partial out
of court document that is hearsay, lacks
foundation, and is not properly
authenticated.

8. For the purpose of this motion only, do
not dispute.

9. Admit only that the referenced lease
agreement was executed, and speaks for
itself. As to the balance of this statement
object on the following grounds: irrelevant,
lacks foundation, lacks personal knowledge,
hearsay, inadmissible opinion testimony
(Evid. Code sections 350, 403, 702, 800,
803, 1200). Also, Exhibit 1 is a partial out
of court document that is hearsay, lacks
foundation, and is not properly
authenticated.

1 10. In accordance with Lessor's and
2 Lessee's "Farming Unit", BOLTHOUSE
3 FARMS' acted in securing County of Los
4 Angeles Dept. Of Public Works Excavation
5 Permits to construct and route its
6 groundwater pipeline delivery system onto
7 the leased BLUM TRUST farmland. In
8 addition, BOLTHOUSE FARMS filed
9 Annual Notice(s) of Groundwater
10 Extraction & Diversion Forms with the CA
11 State Water Resource Control Board,
12 Division of Water Rights, depicting its
13 applied groundwater on the BLUM TRUST
14 farmland pursuant to CA Water Code
15 ¶5001.

16 *Declaration of Sheldon Blum Pg. 5 ¶15.*

17 11. The method of extracting groundwater
18 from one water well on a APN parcel as a
19 "Unit" is both an approved PUBLIC
20 WATER SUPPLIER practice and
21 Overlying Landowner farming practice
22 known to exist in the Antelope Valley.

23 *Request for Judicial Notice, Ex. "J" &*
24 *"K". Declaration of Ali Shahroody.*

25 12. The PUBLIC WATER SUPPLIERS'
26 Case Management Statement dated 1/15/13,
27 expressly states: "It is also important to
28 determine the parcels upon which the water
was used versus where the water was
pumped, because the water rights belong to
the owner of the property where the water
was used absent contractual agreement. If
this is not taken into account, there is a
danger of double counting." The statement
is consistent with a "Place of Use"
methodology in establishing groundwater
production rights.

Request for Judicial Notice Ex. J, 1:22-25.

10. No foundation re issuance of permits
for construction and routing of groundwater
pipeline delivery system, and re filing of
Groundwater Extraction & Diversion
Forms. Additionally, as to amounts of
groundwater pumped as recorded on the
Groundwater Extraction & Diversion
Forms, this is inadmissible hearsay and
lacks foundation. Also, this statement is
objected to on the following additional
grounds: irrelevant, lacks personal
knowledge, inadmissible opinion testimony
(Evid. Code sections 350, 403, 702, 800,
803, 1200).

11. Objection: this is a legal conclusion
only.

12. Admit that the PWS' Case
Management Statement speaks for itself;
deny that such CMC Statement has any
precedential or binding effect on the Court
or this proceeding.

1 13. The CITY OF LOS ANGELES'
2 Proposal Concerning Form Discovery dated
3 11/20/12, confirmed "Place of Use" stating:
4 "Some landowners such as the City of Los
5 Angeles own multiple contiguous parcels as
6 identified by APNs and may extract water
7 from a well on one APN for use on an
8 adjoining or nearby APN. The proper
9 scope of inquiry is the extent and nature of
10 the water use on property owned by a party,
11 and on the description of the property on
12 which the water is used." This statement is
13 consistent with a "Place of Use"
14 methodology in establishing groundwater
15 production rights.

16 *Request for Judicial Notice Ex. "K", 2:17-*
17 *21.*

18 14. The PUBLIC WATER SUPPLIERS
19 Cross-Complaint acknowledged in its
20 pleading, the basis for computing
21 groundwater rights as the right to pump
22 groundwater from the Antelope Valley
23 Groundwater Basin in an amount equal to
24 the highest volume of groundwater
25 extracted by each of the Cross-
26 Complainants in any year preceding entry
27 of judgment in this action.

28 *Request for Judicial Notice Ex. "J" Pg. 13*
¶40 (A), Lines 9-14

1 15. BLUM TRUST's groundwater
2 production rights are limited and measured
3 by its "Place of Use" methodology arising
4 out of the Agriculture Lease "Farming
5 Unit" with BOLTHOUSE FARMS. The
6 "Place of Use" methodology most
7 accurately represents BLUM TRUST's
8 reasonable and beneficial water usage
9 without any danger of "double counting,"
10 nor impairment or injurious to the rights of
11 others.

12 *Declaration of Sheldon Blum Pg. 6, ¶20*
13 *Declaration of Ali Shahroody, P.E.*

13. Objection. The proffered statement is
legal argument only, not fact. (Declarations
supporting a motion for summary
adjudication must contain evidentiary rather
than ultimate facts or conclusions
[*Sheppard v. Morgan Keegan & Co.* (1990)
218 Cal.App.3d 61, 67]); also, the
referenced pleading does not constitute a
judicial admission by anyone in this
preceding, and is not binding upon any
party in this proceeding.

14. Admit that the PWS' Cross-Complaint
speaks for itself; deny that it has any
precedential or binding effect on the Court
or this proceeding. Moreover,
notwithstanding any judicial admission
contained therein which may bind the PWS,
such pleading does not bind any other party
in this proceeding.

15. Objection. This is legal argument, not
fact (Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan*
& *Co.* (1990) 218 Cal.App.3d 61, 67]).

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16. BLUM TRUST and the PUBLIC WATER SUPPLIERS executed a Stipulation to introduce in a later phase evidence to support water usage in years other than 2011 and 2012 e-filed on or about May 23, 2013.

*Request for Judicial Notice Ex. "H".
Declaration of Sheldon Blum Pg. 9 ¶30.*

17. BLUM TRUST's overlying groundwater production rights are evidentiary supported and verified by BOLTHOUSE ENTITIES Business Records and Declarations filed in this action.

*Declaration of Sheldon Blum Pg. 6 ¶19.
Request for Judicial Notice Ex. "C" & "D".*

18. During the Phase 3 Trial the PUBLIC WATER SUPPLIERS introduced through the testimony of expert witness Mr. Joseph Scalmanini an Exhibit 58 "Summary of Applied Crop Water Duties." The Chart identifies the irrigation efficiency value for "Onions" at 4.5 Ac. Ft. Per Yr., and for "Carrots" 3.9 Ac. Ft. Per Yr. A similar document was attached to the Declarations In Lieu of Deposition Testimony for Phase 4 Trial.

*Request for Judicial Notice Ex. "E".
Declaration of Sheldon Blum Pgs. 6-7
¶21." Declaration of Ali Shahroody, P.E.*

16. Objection. Irrelevant.

17. Objection. The proffered statement is pure legal argument, not fact. Also, hearsay; an adequate foundation has not been laid for the business record exception to the hearsay rule.

18. Admit that such evidence was admitted during Phase III trial; deny that such evidence is determinative of the claims asserted by the Blum Trust.

1 19. Pursuant to: (1) Phase 3 Trial Exhibit 58
2 "Applied Crop Water Duties," (2) May 23,
3 3013 Stipulation between Cross-
4 Complainants and BLUM TRUST; and (3)
5 Cross-Complainants' First Amended Cross-
6 Complaint computations for groundwater
7 production rights computed at the highest
8 volume of groundwater extracted and the
9 Declaration of Ali Shahroody, P.E.; the
10 BLUM TRUST's groundwater production
11 rights equal **531 Ac. Ft. Per Yr.**, based on
12 Years 2004-2005 when "Onions" were
13 beneficially irrigated on its farmland by
14 BOLTHOUSE FARMS.

15 *Declaration of Sheldon Blum Pg. 6 ¶19-21.*
16 *Request for Judicial Notice Ex. "E", "F"*
17 *@ Pg. 13 ¶40 (A), Lines 9-14. Declaration*
18 *of Ali Shahroody.*

19 20. The BLUM TRUST's & BOLTHOUSE
20 FARMS' farming operation represents a
21 valid exercise of overlying production
22 rights in conformity with good agriculture
23 farming standards and practices, and in
24 compliance with all applicable State and
25 Federal laws.

26 *Declaration of Sheldon Blum Pg. 6 ¶18.*
27 *Exhibit List Ex. "1", Pg. 1, Section 2*
28 *Purpose For Which Premises Are to Be*
Used.

1 21. On or about December 20, 2007 BLUM
2 TRUST served on all parties its Answer to
3 the PUBLIC WATER SUPPLIERS'
4 Complaint/Cross-Complaint. The First
5 through Seventh Causes of Action were
6 denied as to their alleged prescriptive
7 rights, appropriative rights, Municipal
8 rights and any other water right as having
9 priority over BLUM TRUST's overlying
10 water rights or otherwise that BLUM's
11 rights are subordinate as oppose to co-
12 equal, and asserted 31 Affirmative
13 Defenses.

14 *Declaration of Sheldon Blum Pg. 7 ¶22.*
15 *Request for Judicial Notice Ex. "G".*

19. Objection. The proffered statement is
legal argument and legal conclusion, not the
presentation of discrete evidentiary facts
(Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan*
& Co. (1990) 218 Cal.App.3d 61, 67]).

20. Objection: the proffered statement is
legal argument and legal conclusion, rather
than a statement of specific supporting facts
(Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan*
& Co. (1990) 218 Cal.App.3d 61, 67]);
vague as to what is meant by, "a valid
exercise of overlying production rights in
conformity with good agriculture farming
standards and practices, and in compliance
with all applicable State and Federal laws."

21. For the purpose of this motion only, do
not dispute.

1 22. BLUM TRUST has a superior right,
2 but not less than a co-equal right to pump
3 water for the reasonable beneficial use of its
4 120 Acs., as against Cross-Complainants'
5 alleged prescriptive rights in time of
6 overdraft. Cross-Complainants'
7 appropriative rights are subordinate to
8 BLUM TRUST overlying/correlative rights
9 in times of overdraft.

10 *City of Los Angeles v. City of San Fernando*
11 (1975) 14 Cal.3d 199, 293

22. Objection. The proffered statement is
pure legal argument and legal conclusion,
rather than a statement of specific
supporting facts (Declarations supporting a
motion for summary adjudication must
contain evidentiary rather than ultimate
facts or conclusions [*Sheppard v. Morgan*
Keegan & Co. (1990) 218 Cal.App.3d 61,
67]).

8 **ISSUE NO. 2: ALL GROUNDWATER PUMPED FROM LESSEE BOLTHOUSE FARMS'
9 ADJACENT PARCELS' WATER WELLS AND APPLIED FOR THE REASONABLE
10 BENEFICIAL USE ON BLUM TRUST'S FARMLAND TO IRRIGATE CROPS DURING
11 THE EIGHT (8) YEAR LEASE TERM, BELONGS TO BLUM TRUST AND NOT THE
12 BOLTHOUSE ENTITIES, AS A MATTER OF LAW.**

13 **MOVING PARTY'S UNDISPUTED
14 MATERIAL FACTS AND
15 SUPPORTING EVIDENCE**

16 1. The Agriculture Lease Agreement
17 between Lessor BLUM TRUST and Lessee
18 BOLTHOUSE FARMS dated August 2,
19 2001, expressly cited the *Antelope Valley*
20 *groundwater issues in this adjudication,*
21 *and the impact on water pumping and*
22 *water rights which may affect the amount*
23 *and cost of available groundwater for the*
24 *BLUM TRUST farmland.* Based on these
25 concerns, it was agreed by the parties that
26 all covenants and agreements contained in
27 the lease were deemed to be *covenants*
28 *running with the land and shall inure to the*
benefit of and be binding upon the
successors in interest of the parties.

21 *Declaration of Sheldon Blum Pgs. 2 ¶3; 3-4*
22 *¶9 Exhibit List "1" Pg. 14, Pg. 15, Section*
23 *22. Water Adjudication.*

13 **OPPOSING PARTY'S RESPONSE
14 AND SUPPORTING EVIDENCE**

1. Object to Blum Trust's interpretation of
the lease agreement. Also object to this
statement on the following additional
grounds: irrelevant, lacks foundation, lacks
personal knowledge, hearsay, inadmissible
opinion testimony (Evid. Code sections
350, 403, 702, 800, 803, 1200). The alleged
facts that the covenants run with the land
and that the Lease cited the groundwater
adjudication are not relevant and prove
nothing related to any affirmative defense
in this matter. Also, Exhibit 1 is a partial
out of court document that is hearsay, lacks
foundation, and is not properly
authenticated.

1 2. On or about December 20, 2007, BLUM
2 TRUST filed in these coordinated
3 proceedings a Complaint/Cross-Complaint
4 against WM. BOLTHOUSE PROPERTIES,
5 LLC which alleged various causes of
6 action, including Breach of Agriculture
7 Lease/Modification Agreement arising out
8 of the parties "Farming Unit". The
9 pleadings alleged that during the lease term
10 the groundwater allocation right belongs to
11 the leased BLUM TRUST "Place of Use"
12 farmland.

13 *Declaration of Sheldon Blum Pg. 7 ¶23.*

14 3. The BLUM TRUST action was
15 subsequently severed by Stipulation &
16 Order and proceeded as an independent
17 case to the Basin adjudication. During
18 discovery, BLUM TRUST served a First
19 Set of Special Interr. Set One, on 2/20/08.
20 Special Interr. No. 92, requested that
21 BOLTHOUSE quote the lease language
22 which authorized the BOLTHOUSE
23 ENTITIES to deliver groundwater onto the
24 BLUM TRUST farmland farm its adjacent
25 parcel(s).

26 *Declaration of Sheldon Blum Pgs. 7-8 ¶24.*
27 *Exhibit List Ex. "9(1)".*

28 4. On May 9, 2008, BOLTHOUSE
PROPERTIES, LLC, President Anthony L.
Leggio provided a verified Response To
BLUM TRUST's Special Interr., Set One,
and admitted in its response to Interr. No.
92 that: "WM. BOLTHOUSE FARMS,
INC lease water rights regarding the
SUBJECT PROPERTY are set forth in
the lease agreement and are contractual in
nature. BOLTHOUSE PROPERTIES, LLC
does not have any leasehold or contractual
water rights relationship with BLUM."

Declaration of Sheldon Blum, Pg. 8 ¶25.
Exhibit List Ex. "9(2)".

2. Admit that Blum Trust's pleading speaks
for itself; deny that it does anything other
than framing certain issues.

3. Objection. The proffered statements are
not of evidentiary or ultimate facts; and,
instead, merely describe various actions
which occurred during this proceeding.
(Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan
& Co.* (1990) 218 Cal.App.3d 61, 67]).

4. Objections: statements made in a
discovery response in another action are
hearsay only, subject to no exception; also,
the document is not provided in its entirety
and is not authenticated. Mr. Leggio does
not profess to have personal knowledge
regarding WM. Bolthouse Farm, Inc.'s
actions. Mr. Blum's statements lack
foundation and are not relevant to any
affirmative defense to any causes of action
in the PWS' Cross-Complaint.

1 5. On or about December 16, 2008, BLUM
2 TRUST and BOLTHOUSE ENTITIES
3 entered into a Settlement Agreement under
4 BLUM TRUST's express "reservation of
5 rights" to contend in this adjudication that
6 the volume of groundwater pumped by
7 BOLTHOUSE FARMS and its sublessees
8 in undertaking its/their farming operations
9 was for the beneficial use of BLUM
10 TRUST's farmland during the lease term,
11 and that such pumping should be allocated
12 and credited to BLUM TRUST's farmland
13 under any CA water priority allocation
14 system.

15 *Declaration of Sheldon Blum Pg. 8 ¶26.*
16 *Exhibit List Ex. 10, Pgs. 1, & 4 ¶E f. & g.*

17 6. General Counsel Ms. Tracy M. Saiki for
18 BOLTHOUSE FARMS' Declaration In
19 Lieu of Deposition Testimony For Phase 4
20 Trial dated January 31, 2013, declared that
21 **"BOLTHOUSE FARMS is not claiming
22 any groundwater rights in this action."**

23 *Declaration of Sheldon Blum, Pgs. 8-9 ¶27.*
24 *Request for Judicial Notice Ex. "I".*

25 7. Based on: (1) The terms of the
26 Agriculture Lease Agreement that all
27 covenant's and agreements run with the
28 land, (2) BOLTHOUSE ENTITIES verified
discovery response that it leased BLUM
TRUST's water rights, and (3) General
Counsel for BOLTHOUSE FARMS'
declaration of relinquishing all of its water
rights in this action, it is unjust, prejudicial
and inconsistent for BOLTHOUSE
ENTITIES to contest or contradict BLUM
TRUST's groundwater production rights
acquired during the 8 year lease term.

Declaration of Sheldon Blum, Pgs. 3-4 ¶9;
7-8 ¶25 & ¶27, & 9 ¶28. Exhibit List Ex.
"9(1 & 2)". Request For Judicial Notice
Ex. "I".

5. Objections: statements made in a
settlement document in another action are
hearsay, subject to no exception; Exhibit 10
is not provided in its entirety and is not
properly authenticated; the alleged fact that
the settlement agreement between those two
parties contained a reservation of rights is
not relevant to any affirmative defense in
this matter; and Blum Trust's "reservation
of rights" to make certain contentions in
this proceeding does not, by itself, establish
any water right in Blum Trust.

6. Admit that the referenced statement was
made by a representative of Bolthouse
Farms.

7. Objection. The proffered statement is
pure legal argument and legal conclusion,
not an appropriate statement of "fact."
(Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan*
& *Co.* (1990) 218 Cal.App.3d 61, 67]).

1 8. BLUM TRUST's water production rights
2 arising from "Place of Use", are not in
3 conflict with nor duplicative to any of
4 BOLTHOUSE PROPERTIES groundwater
5 production claims. BOLTHOUSE
6 calculated its pumping usage based on
7 irrigating different parcels during crop
8 season Years 2011 2012.

9 *Declaration of Sheldon Blum Pg. 9, ¶29.*
10 *Request for Judicial Notice on Global*
11 *Settlement Agreement, Ex. "M".*

12 9. There are no set of facts or basis to
13 declare that the BLUM TRUST "Place of
14 Use" production entitlement is either
15 subordinate to the "Place of Diversion", or
16 otherwise constitutes a forfeiture of
17 groundwater production rights.

18 *Declaration of Sheldon Blum Pgs. 9-10*
19 *¶31. Request for Judicial Notice, Ex. "M".*

20 10. Based upon the above-described conduct
21 of the BOLTHOUSE ENTITIES, the
22 doctrines of Equitably Estoppel and/or
23 Judicially Estoppel should bar them from
24 contesting or contradicting BLUM
25 TRUST's groundwater production rights
26 acquired during the 8 year period lease
27 term.

28 *Declaration of Sheldon Blum, Pg. 9 ¶28.*

8. As to the first sentence, object that this is
legal argument and legal conclusion, not
fact. (Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan*
& Co. (1990) 218 Cal.App.3d 61, 67]) As
to second sentence, hearsay, lacks
foundation.

9. Objection. The proffered statement is
pure legal argument and legal conclusion,
not a statement of fact (Declarations
supporting a motion for summary
adjudication must contain evidentiary rather
than ultimate facts or conclusions
[*Sheppard v. Morgan Keegan & Co.* (1990)
218 Cal.App.3d 61, 67]).

10. Objection. The proffered statement is
pure legal argument and legal conclusion,
not a statement of fact (Declarations
supporting a motion for summary
adjudication must contain evidentiary rather
than ultimate facts or conclusions
[*Sheppard v. Morgan Keegan & Co.* (1990)
218 Cal.App.3d 61, 67]).

**ISSUE NO. 3: BLUM TRUST HAS COMPLETE AFFIRMATIVE DEFENSES AGAINST
CROSS-COMPLAINANTS' FIRST THROUGH SEVENTH CAUSES OF ACTION
WHICH BARS THE RELIEF SOUGHT AGAINST BLUM TRUST'S OVERLYING
WATER RIGHTS FROM THE NATIVE SAFE YIELD, FREE OF REPLENISHMENT
ASSESSMENT, AND IN TIMES OF OVERDRAFT/CUTBACK UNDER THE CA
PRIORITY ALLOCATION SYSTEM.**

**A. BLUM TRUST DULY ACTED WITHIN ITS GROUNDWATER
PRODUCTION RIGHTS, AND IS NOT RESPONSIBLE FOR THE LOSS OR DAMAGE
RESULTING FROM THE ACTS OR OMISSIONS OF OTHERS.**

(Third Affirmative Defense)

**MOVING PARTY'S UNDISPUTED
MATERIAL FACTS AND
SUPPORTING EVIDENCE**

**OPPOSING PARTY'S RESPONSE
AND SUPPORTING EVIDENCE**

**JOINT RESPONSE OF STATE OF CALIFORNIA, CITY OF LOS ANGELES, COUNTY SANITATION DISTRICTS OF LOS ANGELES
COUNTY NOS. 14 & 20, AND ANTELOPE VALLEY-EAST KERN WATER AGENCY TO BLUM TRUST'S SEPARATE STATEMENT
OF UNDISPUTED FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT/SUMMARY ADJUDICATION**

1 1. At all times mentioned in the Cross-
2 Complaint, BLUM TRUST exercised its
3 groundwater production rights in
4 conformity with good agriculture operations
and in compliance with all applicable State
& Federal law.

5 *Declaration of Sheldon Blum Pg. 3 ¶8*
6 *Exhibit List Ex. "1", Pg. 1, Section 2*
7 *Purpose For Which Premises Are To Be*
8 *Used. Request for Judicial Notice, Ex.*
9 *"G", 3:6-12.*

10 2. The "Place of Use" methodology under a
11 "Farming Unit" is an acceptable method to
12 acquire groundwater production entitlement
13 under the CA water priority allocation
14 system.

15 *Request for Judicial Notice, Ex. "J", 1:22-*
16 *25; & "K", 2:17-21. Declaration of Ali*
17 *Shahroody, PE.*

18 3. At all times herein mentioned, BLUM
19 TRUST was and is the Fee Owner and
20 entitled to the reasonable beneficial use of
21 groundwater which the parcels overlays.
22 This overlying right includes the right to
23 pump and divert groundwater from the
24 native safe yield free of replenishment
25 assessment, and a quantified production
26 right on its leased 120 acres in times of
27 overdraft and cutback under the CA water
28 priority allocation system.

Declaration of Sheldon Blum Pgs. 2 ¶2; &
11 ¶35. Request for Judicial Notice Ex.
"A". Exhibit List Ex. "1".

**B. THE DOCTRINES OF EQUITABLY ESTOPPEL & JUDICIAL ESTOPPEL
BAR THE PUBLIC WATER SUPPLIERS FROM CONTESTING OR CONTRADICTING
BLUM TRUST'S GROUNDWATER PRODUCTION ENTITLEMENT TO THE BASIN.
(Tenth Affirmative Defense)**

**MOVING PARTY'S UNDISPUTED
MATERIAL FACTS AND
SUPPORTING EVIDENCE**

1. Objection. The proffered statement is a
legal conclusion, unsupported by
evidentiary facts (Declarations supporting a
motion for summary adjudication must
contain evidentiary rather than ultimate
facts or conclusions [*Sheppard v. Morgan
Keegan & Co.* (1990) 218 Cal.App.3d 61,
67]); no foundation; vague as to what is
meant by, "in conformity with good
agriculture farming standards and practices,
and in compliance with all applicable State
and Federal laws."

2. Objection. The proffered statement is
legal argument, conclusion or premise only;
it is not a statement of fact, and is not
supported by any evidentiary facts.
(Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan
& Co.* (1990) 218 Cal.App.3d 61, 67]).

3. Admit that the Blum Trust is the fee
owner of certain real property. Object to the
balance of the statement as being merely
legal argument, not a statement of fact.

**OPPOSING PARTY'S RESPONSE
AND SUPPORTING EVIDENCE**

**JOINT RESPONSE OF STATE OF CALIFORNIA, CITY OF LOS ANGELES, COUNTY SANITATION DISTRICTS OF LOS ANGELES
COUNTY NOS. 14 & 20, AND ANTELOPE VALLEY-EAST KERN WATER AGENCY TO BLUM TRUST'S SEPARATE STATEMENT
OF UNDISPUTED FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT/SUMMARY ADJUDICATION**

1 1. Cross-Complainants have engaged in
2 using multiple APN parcels as a "Unit"
3 when applying groundwater to the
4 beneficial "Place of Use" parcel for
5 groundwater priority production priority
6 entitlement in this Basin adjudication.
7 BLUM TRUST & BOLTHOUSE FARMS
8 engaged in similar conduct.

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12 *Request for Judicial Notice, Ex. "G" 4:26,*
13 *5:1; Ex. "J" 1:22-25; Ex. "K", 2:17-21.*
14 *Declaration of Sheldon Blum Pg. 6 ¶18.*

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2. Cross-Complainants' have calculated
their right to pump groundwater from the
Antelope Valley Basin in an annual amount
equal to the highest volume of groundwater
extracted in any year preceding entry of
judgment in this action. BLUM TRUST
has followed suit.

Request for Judicial Notice Ex. "F" Pg. 13
¶40(A), Lines 9-14. Declaration of Sheldon
Blum Pg. 6 ¶21.

3. BLUM TRUST and the PUBLIC
WATER SUPPLIERS executed a
Stipulation to introduce in a later phase
evidence to support water usage in years
other than 2011 and 2012 dated May 21,
2013.

Request for Judicial Notice Ex. "H".
Declaration of Sheldon Blum Pg. 9 ¶30.

4. Based on the above-stated facts, it is
unjust and inconsistent for Cross-
Complainants to contest or contradict
BLUM TRUST "Place of Use" and Annual
Ac. Ft. production entitlement in the Basin
adjudication.

Request for Judicial Notice, Ex. "J", 1:22-
25; Ex. "K", 2:17-21. Declaration of
Sheldon Blum Pgs. 8-9 ¶28 ¶31.

1. Objection. Unintelligible; conclusory;
not a statement of evidentiary or ultimate
fact.

2. Objection. The proffered statement is
not a statement or evidentiary or ultimate
fact (Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan*
& Co. (1990) 218 Cal.App.3d 61, 67]).
Also, no foundation has been laid as to how
cross-complainants calculated their right to
pump; and the allegations in the cross-
complaint are inadmissible hearsay, and are
not binding on any party other than cross-
defendants.

3. Objection. Irrelevant.

4. Objection. The proffered statement is
pure legal argument, not a statement of fact.
(Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan*
& Co. (1990) 218 Cal.App.3d 61, 67]).

**C. BLUM TRUST'S WATER RIGHTS ARE EITHER SUPERIOR TO AND TAKE
PRIORITY OVER ANY WATER RIGHTS ASSERTED BY CROSS-COMPLAINANTS**

**JOINT RESPONSE OF STATE OF CALIFORNIA, CITY OF LOS ANGELES, COUNTY SANITATION DISTRICTS OF LOS ANGELES
COUNTY NOS. 14 & 20, AND ANTELOPE VALLEY-EAST KERN WATER AGENCY TO BLUM TRUST'S SEPARATE STATEMENT
OF UNDISPUTED FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT/SUMMARY ADJUDICATION**

1 AGAINST BLUM TRUST, OR ARE CO-EQUAL BUT NOT SUBORDINATE TO
2 CROSS-COMPLAINANTS' RIGHTS UNDER THE CA WATER PRIORITY
ALLOCATION SYSTEM.

(Twelfth Affirmative Defense)

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4 **MOVING PARTY'S UNDISPUTED
MATERIAL FACTS AND
5 SUPPORTING EVIDENCE**

6 1. BLUM TRUST refers to and
7 incorporates by reference all statements of
8 undisputed facts and supporting evidence
under ISSUE NOS. 1 & 2, as though fully
set forth hereat.

9 *Request for Judicial Notice, Ex. "G" 5:12-14.*

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14 2. In awarding judgment to BLUM
15 TRUST, it is necessary that either
16 BOLTHOUSE FARMS offset its
groundwater allocated production share by
531 Ac. Ft., or otherwise all Overlying
17 Landowners equally reduce their pro-rata
18 allocated share under their Global
Stipulation, so that BLUM TRUST is
19 properly allocated its annual Ac. Ft.
Entitlement in times of overdraft and
cutback under the CA water priority
allocation system.

20 *Declaration of Sheldon Blum, Pg. 11 ¶36.*
21 *Request for Judicial Notice Ex. "D", "E"*
22 *"F" 13:9-14; "H", "I", "J" 1:22-26; "K"*
2:3-28 & 3:1-3.

23 D. BLUM TRUST IS DENIED EQUAL PROTECTION & DUE PROCESS
24 UNDER THE LAW BY CROSS-COMPLAINANTS, OVERLYING LANDOWNERS &
25 THE FEDERAL GOVERNMENT IN THE ANTELOPE VALLEY BASIN
ADJUDICATION

(Twenty Second through Twenty Fifth Affirmative Defenses)

6 **OPPOSING PARTY'S RESPONSE
AND SUPPORTING EVIDENCE**

7 1. Objection. Incorporation by reference
8 is improper in a statement of undisputed
9 facts in support of a motion for summary
10 adjudication; also, ambiguous and
11 incomplete. Without waiving these
12 objections and subject to them: See
13 responses to Issues 1 and 2 above.

14 2. Objection. The proffered statement is
15 legal argument, not fact. (Declarations
16 supporting a motion for summary
17 adjudication must contain evidentiary rather
18 than ultimate facts or conclusions
19 [*Sheppard v. Morgan Keegan & Co.* (1990)
20 218 Cal.App.3d 61, 67]).

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28 **JOINT RESPONSE OF STATE OF CALIFORNIA, CITY OF LOS ANGELES, COUNTY SANITATION DISTRICTS OF LOS ANGELES
COUNTY NOS. 14 & 20, AND ANTELOPE VALLEY-EAST KERN WATER AGENCY TO BLUM TRUST'S SEPARATE STATEMENT
OF UNDISPUTED FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT/SUMMARY ADJUDICATION**

1 **MOVING PARTY'S UNDISPUTED**
2 **MATERIAL FACTS AND**
3 **SUPPORTING EVIDENCE**

OPPOSING PARTY'S RESPONSE
AND SUPPORTING EVIDENCE

4 1. The U.S. Constitution 14th Amendment
5 as applied to the states under the 5th
6 Amendment, and the CA Constitution, Art.
7 1, §7(a) prohibits the denial of equal
8 protection of the law. In addition, the
9 constitutional guarantees of the Due
10 Process Clause of the 5th Amendment states
11 that no person shall be deprived of property
12 without due process.

13 *Request for Judicial Notice Evid. Code*
14 *§451.*

15 2. The Proposed Global Stipulation &
16 Physical Solution Agreement of the settling
17 parties violates BLUM TRUST's "present
18 and prospective" overlying rights and
19 correlative replenishment assessment. In
20 addition, the agreement denies BLUM
21 TRUST of its annual 531 Ac. Ft. production
22 right on its 120 acre farmland under the CA
23 water priority allocation system in times of
24 overdraft and cutback.

25 *Request For Judicial Notice, Ex. "M".*
26 *Declaration of Sheldon Blum Pgs. 9 ¶31;*
27 *¶35. Declaration of Ali Shahroody, PE.*

28 3. Between the calendar years 2000 to
2012, the PUBLIC WATER SUPPLIERS
and Overlying Landowners have used a
variety of methods and time-frames to
calculate their water production rights.
Despite BLUM TRUST adopting the same
Applied Crop Water Duty formula, and
"Place of Use" methodology to calculate its
production rights for its 120 Acs., BLUM
TRUST has been denied any percentage
share or quantified annual volume from the
Basin in times of overdraft and cutback
under the CA priority water allocation
system.

Declaration of Sheldon Blum Pg. 6 ¶20 &
21. Request for Judicial Notice, Ex. "J",
1:22-25; Ex. "K", 2:17-21 & Ex. "F" Pg.
13 ¶40(A), Lines 9-14. Exhibit List, Ex.
"M".

1. Do not dispute.

2. Objection. The proffered statement is
legal argument, not fact. (Declarations
supporting a motion for summary
adjudication must contain evidentiary rather
than ultimate facts or conclusions
[*Sheppard v. Morgan Keegan & Co.* (1990)
218 Cal.App.3d 61, 67]). Also, no
foundation; and settlement discussions are
inadmissible (Evid. Code § 1152).

3. Objection. The proffered statement is
legal argument, not evidentiary fact.
(Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan*
& *Co.* (1990) 218 Cal.App.3d 61, 67]).

1 4. The Proposed Global Settlement denies
2 BLUM TRUST of its highest annual water
3 extraction as a basis for computing BLUM
TRUST's production entitlement in this
Basin adjudication.

4 *Declaration of Sheldon Blum Pg. 11 ¶35.*
5 *Request for Judicial Notice, Ex. "M".*
6 *Declaration of Ali Shahroody, PE.*

7 5. BLUM TRUST's and the PUBLIC
8 WATER SUPPLIERS' Stipulation e-filed
9 on 5/23/13 on introducing evidence to
10 support water usage in years older than
11 2011 & 2012, has been impaired or
12 breached under the Proposed Global
13 Stipulation which violates the Due Process
& Equal Protection Clauses.

14 *Request for Judicial Notice, Ex. "H" &*
15 *"M".*

4. Objection. The proffered statement is
legal argument, not evidentiary fact.
(Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan*
& Co. (1990) 218 Cal.App.3d 61, 67]).
Also, no foundation; and settlement
discussions are inadmissible (Evid. Code §
1152).

5. Objection. The proffered statement is
legal argument, not evidentiary fact.
(Declarations supporting a motion for
summary adjudication must contain
evidentiary rather than ultimate facts or
conclusions [*Sheppard v. Morgan Keegan*
& Co. (1990) 218 Cal.App.3d 61, 67]).
Also, no foundation; and settlement
discussions are inadmissible (Evid. Code §
1152).

14 **ISSUE NO. 4: BLUM TRUST HAS SUFFERED A LEGAL INJURY AND SEVERE**
15 **FINANCIAL HARDSHIP BECAUSE OF THE SUBSTANTIAL DAMAGE TO ITS 3**
16 **WATER WELLS, AND UNCERTAINTY OF PRODUCTION RIGHTS, CAUSING**
17 **INVOLUNTARY & COMPELLED DISUSE, WHICH SHOULD NOT RESULT IN BLUM**
18 **TRUST'S LOSS OF PRODUCTION ENTITLEMENT IN TIMES OF OVERDRAFT &**
19 **CUTBACK UNDER THE CA WATER PRIORITY ALLOCATION.**

18 **MOVING PARTY'S UNDISPUTED**
19 **MATERIAL FACTS AND**
20 **SUPPORTING EVIDENCE**

21 1. Pursuant to the Agriculture Lease,
22 Section 13, *Surrender of Premises*, at the
23 expiration of the lease term, Lessee
BOLTHOUSE FARMS agreed to cause a
steel place to be welded to each well
opening to secure BLUM TRUST's water
wells from access pursuant to the lease
Section 13, *Surrender of Premises*.

24 *Declaration of Sheldon Blum, Pg. 10 ¶32.*
25 *Exhibit List Ex. 1, Pg. 8, Section 13.*
26 *Surrender of Premises; and Ex. "11".*

18 **OPPOSING PARTY'S RESPONSE**
19 **AND SUPPORTING EVIDENCE**

20 1. Admit that the provisions of the lease
21 agreement speak for themselves.

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2. Instead, BOLTHOUSE FARMS did not weld each water well opening but capped and left them unsecure, resulting in someone filling the wells with debris, rocks and dirt, requiring substantial repairs at a significant cost.

Declaration of Sheldon Blum Pg. 10 ¶32. Exhibit List Ex. "11".

3. BLUM TRUST has been unable to lease its 120 acres of farmland to a farmer based upon: (1) BLUM TRUST's 3 water wells requiring substantial repair at significant expense; (2) The groundwater allocation entitlement for the BLUM TRUST parcels remain uncertain and unreasonably rejected by the settling parties in this Basin adjudication; and (3) There exists a cost prohibitive economic risk for a farmer to farm the parcels under a 3 to 5 year lease term without assurance of an annual groundwater allocated production right in times of overdraft and cutback based on a CA water priority allocation system. Once the production rights are restored by this court, BLUM TRUST's water wells will be serviced to functional operation in due course.

Declaration Sheldon Blum Pg. 10-11 ¶33-34.

ISSUE NO. 5: BLUM TRUST IS NOT LIABLE FOR THE WOODS CLASS ACTION ATTORNEY FEES & COSTS UNDER ANY LEGAL THEORY AS A MATTER OF LAW.

MOVING PARTY'S UNDISPUTED MATERIAL FACTS AND SUPPORTING EVIDENCE

1. BLUM TRUST was not sued as an opposing party Defendant and/or Cross-Defendant in the *Richard Woods Class Action vs. Los Angeles County Waterworks District No. 40, et al.*

Declaration of Sheldon Blum Pgs. 11-12 ¶37.

2. Objection. Irrelevant; no foundation.

3. Objection. Irrelevant; argument not fact (Declarations supporting a motion for summary adjudication must contain evidentiary rather than ultimate facts or conclusions [*Sheppard v. Morgan Keegan & Co. (1990) 218 Cal.App.3d 61, 67*]); no foundation.

OPPOSING PARTY'S RESPONSE AND SUPPORTING EVIDENCE

1. Do not dispute.

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2. There has been no direct or significant benefit or any value to BLUM TRUST derived from the Woods Class' attorney services which was not independently accomplished by BLUM TRUST's counsel against the PUBLIC WATER SUPPLIERS in this action.

2. For the purpose of this motion only, do not dispute.

Declaration of Sheldon Blum Pg. 11 ¶37.

3. Under the circumstances *Code of Civil Procedure* §1021.5, does not apply to BLUM TRUST; there is no duty owed by BLUM TRUST to the Woods class; BLUM is similarly situated to the Willis class members, and it would not be in the interest of justice for BLUM TRUST to be responsible to satisfy pro-rata any of Woods class counsel attorney fees or costs.

3. For the purpose of this motion only, do not dispute.

Declaration of Sheldon Blum Pg. 11 ¶37.


4. The Woods Class Supplemental Case Management Conference Statement for August 11, 2014, Hearing admits that it is the PUBLIC WATER SUPPLIERS, only who should pay for class counsel's attorney fees and costs and not the Overlying Landowners, including BLUM TRUST. The Order of Consolidation entered on February 24, 2010, also provided that no party may seek fees or cost from another party where they are not involved in the particular action.

4. Do not dispute.

*Request For Judicial Notice Ex. "L".
Declaration of Sheldon Blum, Pg. 11, ¶37.*

Respectfully submitted,
Dated: December 8, 2014

**OFFICE OF THE ATTORNEY GENERAL
STATE OF CALIFORNIA**


By: 
NOAH GOLDEN-KRASNER
Attorneys for the State of California, Santa Monica Mountains Conservancy, and State of California 50th District Agricultural Association

JOINT RESPONSE OF STATE OF CALIFORNIA, CITY OF LOS ANGELES, COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY NOS. 14 & 20, AND ANTELOPE VALLEY-EAST KERN WATER AGENCY TO BLUM TRUST'S SEPARATE STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT/SUMMARY ADJUDICATION

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Dated: December 8, 2014

ELLISON, SCHNEIDER & HARRIS L.L.P.

By: 
CHRISTOPHER SANDERS
Attorneys for the County Sanitation
Districts of Los Angeles County Nos. 14
and 20


Dated: December _____, 2014

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

SEE ATTACHED
By: _____
JANET K. GOLDSMITH
Attorneys for the City of Los Angeles by
and through its Department of Airports, Los
Angeles World Airports

Dated: December 5, 2014

BRUNICK, McELHANEY & KENNEDY

By: 
William J. Brunick
Leland P. McElhaney
Attorneys for Cross-Complainant,
ANTELOPE VALLEY-EAST KERN
WATER AGENCY

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Dated: December __, 2014

ELLISON, SCHNEIDER & HARRIS L.L.P.

By _____
CHRISTOPHER SANDERS
Attorneys for the County Sanitation Districts of
Los Angeles County Nos. 14 and 20

Dated: December 8, 2014

**KRONICK, MOSKOVITZ, TIEDEMANN &
GIRARD**

By 

JANET K. GOLDSMITH
Attorneys for the City of Los Angeles by and
through its Department of Airports, Los Angeles
World Airports

Dated: December 5, 2014

BRUNICK, McELHANEY & KENNEDY

By: _____
William J. Brunick
Leland P. McElhaney
Attorneys for Cross-Complainant, ANTELOPE
VALLEY-EAST KERN WATER AGENCY

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PROOF OF SERVICE

**STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO}**

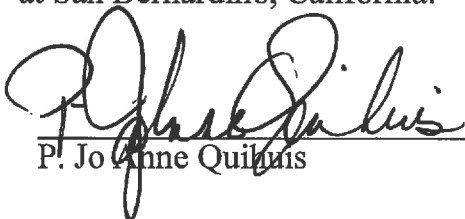
I am employed in the County of the San Bernardino, State of California. I am over the age of 18 and not a party to the within action; my business address is 1839 Commercenter West, San Bernardino, California 92408-3303.

On December 8, 2014, I served the foregoing document(s) described as: **JOINT RESPONSE OF STATE OF CALIFORNIA, CITY OF LOS ANGELES, COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY NOS. 14 & 20, AND ANTELOPE VALLEY-EAST KERN WATER AGENCY TO BLUM TRUST'S SEPARATE STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT/SUMMARY ADJUDICATION** in the following manner:

■ **BY ELECTRONIC SERVICE AS FOLLOWS** by posting the document(s) listed above to the Santa Clara website in the action of the *Antelope Valley Groundwater Litigation*, Judicial Council Coordination Proceeding No. 4408, Santa Clara Case No. 1-05-CV-049053.

X (STATE) 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 San Bernardino, California.


P. Jo Anne Quihuis