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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 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: September 28, 2015  
TIME: 9:00 a.m.  
DEPT.: 1**

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").

Since March 25, 2015, a limited number of parties not signatory to the "Amended Stipulation for Entry of Judgment and Physical Solution" have asserted claims to produce

1 groundwater from within the Jurisdictional Boundary of the Antelope Valley Groundwater  
2 Adjudication Area ("Basin").

3 Specifically, Desert Breeze MHP, LLC, Milana VII, LLC dba Rosamond Mobile Home  
4 Park, Reesdale Mutual Water Company, and Juanita Eyherabide, Eyherabide Land Co., LLC, and  
5 The Eyherabide Sheep Company (jointly "Eyherabide") are not parties to the "Amended  
6 Stipulation for Entry of Judgment and Physical Solution" (hereinafter "Non-Stipulating Parties").  
7 The Stipulating Parties and the above-listed Non-Stipulating Parties enter into this Stipulation to  
8 resolve as among themselves potential disputes regarding a) the amount of the Production Right  
9 to be decreed to each of the Non-Stipulating Parties and b) the evidence such Parties will produce  
10 at trial in support of their claimed Production Right. To avoid litigation among the Parties hereto,  
11 the Stipulating Parties and the above-listed Non-Stipulating Parties agree as follows:

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

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

20 3. The Stipulating Parties agree to waive their procedural and legal objections to the  
21 claims of the Non-Stipulating Parties to produce groundwater from the Basin to the extent provided  
22 in this Stipulation.

23 4. The Stipulating Parties agree to assert no objection to the Non-Stipulating Parties  
24 claiming and being decreed the right to produce groundwater under Paragraph 5.1.10 of the  
25 [Proposed] Judgment and Physical Solution in the following amounts:

- 26 a. Desert Breeze MHP, LLC – 18.1 acre-feet per year.  
27 b. Milana VII, LLC dba Rosamond Mobile Home Park – 21.7 acre-feet per year.  
28 c. Reesdale Mutual Water Company – 23 acre-feet per year.

1 d. Eyherabide -- 12 acre-feet per year.

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

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

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

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

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

26 ////

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1 **NON-STIPULATING PARTIES**

2 Desert Breeze MHP, LLC

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4 By: 

5  
6 Milana VR, LLC dba Rosamond Mobile Home Park

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8 By: \_\_\_\_\_

9  
10 Rosedale Mutual Water Company

11  
12 By: \_\_\_\_\_

13  
14 Elyherabide

15  
16 By: \_\_\_\_\_  
17 For: Inaath Elyherabide, Elyherabide Land Co., LLC,  
The Elyherabide Sheep Company

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20 **STIPULATING PARTIES**

21  
22 By: \_\_\_\_\_

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Desert Breeze MHP, LLC

By: \_\_\_\_\_

Milana VII, LLC dba Rosamond Mobile Home Park

By: 

Reesdale Mutual Water Company

By: \_\_\_\_\_

Eyherabide

By: \_\_\_\_\_  
For Juanita Eyherabide, Eyherabide Land Co., LLC,  
The Eyherabide Sheep Company

20 STIPULATING PARTIES

By: \_\_\_\_\_

1 NON-STIPULATING PARTIES

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Desert Breeze MHP, LLC

By: \_\_\_\_\_

Milana VII, LLC dba Rosamond Mobile Home Park

By: \_\_\_\_\_

Reesdale Mutual Water Company

By: \_\_\_\_\_

Eyherabide

By: *Juanita Eyherabide* 8-17-15  
For Juanita Eyherabide, Eyherabide Land Co., LLC,  
The Eyherabide Sheep Company

20 STIPULATING PARTIES

By: \_\_\_\_\_

1 NON-STIPULATING PARTIES

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3 Desert Breeze MHP, LLC

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5 By: \_\_\_\_\_

6 Milana VII, LLC dba Rosamond Mobile Home Park

7  
8 By: \_\_\_\_\_

9  
10 Reesdale Mutual Water Company

11 *Donna J. Hopton*  
12 By: *Patricia J. Hopton* *vice President* *8-8-2015*  
*Julia K. Hopton* *Secretary/Treasurer*  
13 *Julia K. Hopton* *President*  
14 Eyherabide

15  
16 By: \_\_\_\_\_  
17 For Juanita Eyherabide, Eyherabide Land Co., LLC,  
18 The Eyherabide Sheep Company

19  
20 STIPULATING PARTIES

21  
22 By: *Michael D. McLachlan*  
23 Michael D. McLachlan  
24 Daniel M. O'Leary  
25 Attorneys for Richard Wood  
26 and the Small Pumper Class  
27  
28

1 Dated: SEP 25, 2015

McMURTREY, HARTSOCK & WORTH

2  
3 By: [Signature]  
James Worth  
Attorneys for BORON COMMUNITY  
SERVICES DISTRICT

4  
5 Dated: \_\_\_\_\_, 2015

CALIFORNIA WATER SERVICE

6  
7 By: \_\_\_\_\_  
John Tootle  
Attorneys for CALIFORNIA WATER  
SERVICE

8  
9  
10 Dated: \_\_\_\_\_, 2015

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

11  
12 By: \_\_\_\_\_  
Janet Goldsmith  
Attorneys for CITY OF LOS ANGELES

13  
14 Dated: \_\_\_\_\_, 2015

RICHARDS, WATSON & GERSHON

15  
16 By: \_\_\_\_\_  
James Markman  
Attorneys for CITY OF PALMDALE

17  
18 Dated: \_\_\_\_\_, 2015

ELLISON, SCHNEIDER & HARRIS

19  
20 By: \_\_\_\_\_  
Christopher Sanders  
Attorneys for COUNTY SANITATION  
DISTRICTS OF LOS ANGELES COUNTY  
NOS. 14 AND 20

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22  
23 Dated: \_\_\_\_\_, 2015

LeBEAU-THELEN

24  
25 By: \_\_\_\_\_  
Bob Joyce  
Attorneys for DIAMOND FARMING,  
GRIMMWAY ENTERPRISES, INC.,  
CRYSTAL ORGANIC FARMS and LAPIS  
LAND CO.



1 PROOF OF SERVICE

2 STATE OF CALIFORNIA }  
3 COUNTY OF SAN BERNARDINO }


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

6 On September 28, 2015, I served the foregoing document(s) described as: FURTHER  
7 SIGNATURES TO: Trial Stipulation For Admission of Evidence By Non-Stipulating Parties  
8 and Waiver of Procedural and Legal Obligations to Claims by Stipulating Parties Pursuant  
9 to Paragraph 5.1.10 of the [Proposed] Judgment and Physical Solution (Desert Breeze MHP,  
LLC, Milana VII, LLC dba Rosamond Mobile Home Park, Reesdale Mutual Water  
Company, and Juanita Eyherabide Land Co., LLC and The Eyherabide Sheep Company  
(jointly "Eyherabide") on the interested parties in this action served in the following manner:

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

13 X (STATE) I declare under penalty of perjury under the laws of the State of California  
14 that the above is true and correct.

15 Executed on September 29, 2015, at San Bernardino, California.

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18 Pl Jo Anne Quihuis  
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