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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, Clan Keith Real Estate Investments, LLC, dba Leisure Lake Mobile Estates
4 are not parties to the "Amended Stipulation for Entry of Judgment and Physical Solution"
5 (hereinafter collectively "Non-Stipulating Parties".) The Stipulating Parties and Non-Stipulating
6 Parties enter into this Stipulation to resolve as among themselves potential disputes regarding a)
7 the amount of the Production Right to be decreed to the Non-Stipulating Parties and b) the
8 evidence such Parties will produce at trial in support of their claimed Production Right. To avoid
9 litigation among the Parties hereto, the Stipulating Parties and Non-Stipulating Parties agree as
10 follows:

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

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

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

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

25 a. Clan Keith Real Estate Investments, LLC, dba Leisure Lake Mobile Estates --
26 64 acre-feet per year.

27 5. The Parties hereto stipulate and agree that the Production Right stated in
28 Paragraph 4 above, will be accounted for as part of the Paragraph 5.1.10 seven percent (7%) in

1 the [Proposed] Judgment and Physical Solution and will not be entered on or calculated as part of
2 either Exhibit 3 or 4, unless ordered otherwise pursuant to Paragraphs 5.1.10 and 18.5.9.
3 Further, the Parties stipulate and agree that this Stipulation will not require any amendment to
4 either the Amended Stipulation for Entry of Judgment or the [Proposed] Judgment and Physical
5 Solution, including Exhibits 1-10, unless ordered otherwise pursuant to Paragraphs 5.1.10 and
6 18.5.9.

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

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

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

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

24 **NON-STIPULATING PARTIES**

25
26 Clan Keith Real Estate Investments, LLC, dba Leisure Lake Mobile Estates

27 By: Charles M Keith

28

1 **SIGNATURE PAGE FOR TRIAL STIPULATION FOR ADMISSION OF EVIDENCE**
2 **BY NON-STIPULATING PARTIES**

3 The undersigned hereby signify their agreement to the Trial Stipulation for Admission of
4 Evidence by Non-Stipulating Parties and Waiver of Procedural and Legal Obligations to Claims by
5 Stipulating Parties Pursuant to Paragraph 5.1.10 of the [Proposed] Judgment and Physical Solution
6 between: Clan Keith Real Estate Investments, LLC, dba Leisure Lake Mobile Estates.

7
8 Dated: 9-22, 2015

BRUNICK, McELHANEY & KENNEDY PLC

9 By:  

10 William J. Brunick
11 Leland P. McElhaney
12 Attorneys for ANTELOPE VALLEY-EAST
KERN WATER AGENCY

13 Dated: _____, 2015

BROWNSTEIN, HYATT, FARBER & SCHREK

14
15 By: _____

16 Michael Fife
17 Attorneys for ANTELOPE VALLEY
GROUNDWATER AGREEMENT
ASSOCIATION

18 Dated: _____, 2015

GRESHAM, SAVAGE, NOLAN & TILDEN

19
20 By: _____

21 Michael Duane Davis
22 Attorneys for ANTELOPE VALLEY UNITED
MUTUAL GROUP

23 Dated: 9-24, 2015

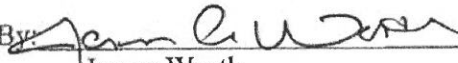
CLIFFORD & BROWN

24 By: 

25 Richard G. Zimmer
26 Attorneys for BOLTHOUSE PROPERTIES, LLC
27 and WM. BOLTHOUSE FARMS, INC.
28

1 Dated: SEP. 25, 2015

McMURTREY, HARTSOCK & WORTH

2
3 By: 
4 James Worth
Attorneys for BORON COMMUNITY
SERVICES DISTRICT

5 Dated: _____, 2015

CALIFORNIA WATER SERVICE

6
7 By: _____
8 John Tootle
9 Attorneys for CALIFORNIA WATER
SERVICE

10 Dated: _____, 2015

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

11
12 By: _____
13 Janet Goldsmith
Attorneys for CITY OF LOS ANGELES

14 Dated: _____, 2015

RICHARDS, WATSON & GERSHON

15
16 By: _____
17 James Markman
Attorneys for CITY OF PALMDALE

18 Dated: _____, 2015

ELLISON, SCHNEIDER & HARRIS

19
20 By: _____
21 Christopher Sanders
22 Attorneys for COUNTY SANITATION
DISTRICTS OF LOS ANGELES COUNTY
NOS. 14 AND 20

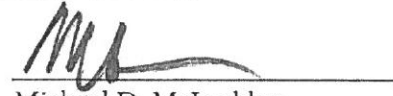
23 Dated: _____, 2015

LeBEAU-THELEN

24
25 By: _____
26 Bob Joyce
27 Attorneys for DIAMOND FARMING,
GRIMMWAY ENTERPRISES, INC.,
CRYSTAL ORGANIC FARMS and LAPIS
28 LAND CO.

1 STIPULATING PARTIES

2
3 By: _____



4 Michael D. McLachlan
5 Daniel M. O'Leary
6 Attorneys for Richard Wood
7 and the Small Pumper Class
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1 **PROOF OF SERVICE**

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

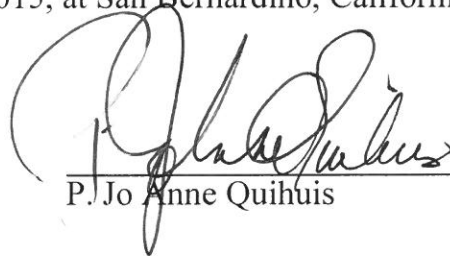
4 I am employed in the County of the San Bernardino, State of California. I am over
5 the age of 18 and not a party to the within action; my business address is 1839 Commercenter
6 West, San Bernardino, California.

7 On September 28, 2015, I served the foregoing document(s) described as: FURTHER
8 SIGNATURES TO: Trial Stipulation For Admission of Evidence By Non-Stipulating Parties
9 and Waiver of Procedural and Legal Obligations to Claims by Stipulating Parties Pursuant
10 to Paragraph 5.1.10 of the [Proposed] Judgment and Physical Solution (Clan Keith Real
11 Estate Investments, LLC, dba Leisure Lake Mobile Estates) on the interested parties in this
12 action served in the following manner:

13 XX **BY ELECTRONIC SERVICE AS FOLLOWS** by **POSTING** the document(s)
14 listed above to the Santa Clara website in the action of the *Antelope Valley Groundwater*
15 *Litigation*, Judicial Council Coordination Proceeding No. 4408, Santa Clara Case No.
16 1-05-CV-049053.

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

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

20 
21 _____
22 P. Jo Anne Quihuis
23
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