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**LAW OFFICES OF  
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Attorney for Cross-Complainants Sheldon  
R. Blum, Trustee For Blum Trust; &  
Individually IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

Coordinated Proceedings  
Special Title {Rule 1550 (b)}

Judicial Council Coordination Proceeding  
No. 4408

**ANTELOPE VALLEY GROUNDWATER  
CASES**

Santa Clara Case No. 1-05-CV-049053  
Assigned to Hon. Jack Komar

Included Related Action:

**SHELDON R. BLUM TRUSTEE FOR THE  
BLUM TRUST & INDIVIDUALLY, CASE  
MANAGEMENT CONFERENCE  
STATEMENT**

SHELDON R. BLUM, TRUSTEE FOR THE  
SHELDON R. BLUM TRUST, and SHELDON  
R. BLUM, Individually,  
Cross-Complainants,  
vs.  
WM. BOLTHOUSE FARMS, INC., a Michigan  
Corporation; BOLTHOUSE PROPERTIES,  
LLC., a California Limited Liability Company;  
and DOES I Through 200, Inclusive,  
Cross-Defendants.

Date: 5/22/08  
Time: 9:00 a.m.  
Dept. No.: 1  
Judge: Hon. Jack Komar  
  
Trial Date: None Set

SHELDON R. BLUM, Trustee For The SHELDON R. BLUM TRUST, and SHELDON R.  
BLUM, Individually, hereby submits their Case Management Conference Statement and  
addresses the issues, as follows:

**I. CROSS-COMPLAINT OF BLUM vs BOLTHOUSE FARMS & BOLTHOUSE PROPERTIES**

This action arises out of material defaults and breaches of a written Lease Agreement  
dated August 2, 2001, and Modification of Lease Agreement dated May 12, 2004, which were

1 entered into by and between Lessor/Cross-Complainant SHELDON R. BLUM, and Lessee/Cross-  
2 Defendant WM. BOLTHOUSE FARMS, INC., in connection with Cross-Defendant undertaking it's  
3 farming operations, exclusively utilizing Cross-Complainants' water wells on the BLUM TRUST  
4 Parcels located in the Antelope Valley basin, in the City of Lancaster, State of California.

5 On December 20, 2007, Cross-Complainant BLUM TRUSTEE electronically filed and  
6 served a Cross-Complaint For Damages against Cross-Defendants WM. BOLTHOUSE FARMS,  
7 INC., and BOLTHOUSE PROPERTIES, LLC., alleging a First Cause of Action for Breach of  
8 Written Lease Agreement; Second Cause of Action for Breach of Implied Covenant of Good Faith  
9 & Fair Dealing; Third Cause of Action for Breach of Implied In-Fact Contract; Fourth Cause of  
10 Action for Fraud & Deceit/Intentional Misrepresentation; Fifth Cause of Action for Fraud & Deceit/  
11 Suppression of Facts; Six Cause of Action for Fraud/Deceit Promise Made Without Intention to  
12 Perform; and Seventh Cause of Action for Abuse of Process.

14 In pertinent part, Cross-Complainants' prayer for relief seeks the production of all  
15 documents and data to verify and obtain an accounting and damages representing the amount of  
16 all net profits, consideration, or other value received by BOLTHOUSE FARMS and BOLTHOUSE  
17 PROPERTIES, for each calendar year Cross-Defendants cultivated and harvested their crops on  
18 Cross-Complainant's Parcels, as a Constructive Trustee for Cross-Complainant's benefit;  
19 damages representing all monies and other valuable consideration received by Cross-  
20 Defendant's in connection with any and all Sublease, Assignment and/or Transfer Agreements  
21 entered into with others in violation of a restriction on transfer without Cross-Complainant's prior  
22 knowledge and consent; damages representing the difference between Cross-Defendant's rental  
23 payments to Cross-Complainant and the reasonable commercial rental value for 120 acres of  
24

1 agricultural Parcels with operational water wells or otherwise the cost for repairing Cross-  
2 Complainant's damaged water wells located on the Parcels; allocation of the pumping water rights  
3 beneficially used on Cross-Complainant's Parcels; punitive damages; together with an award of  
4 reasonable attorney fees and costs of suit, pursuant to the parties written Lease Agreement.

5 On January 18, 2008, Cross-Defendants WM. BOLTHOUSE FARMS, INC., and  
6 BOLTHOUSE PROPERTIES, LLC., jointly answered and served their Answer To Cross-  
7 Complaint Of BLUM TRUST. All parties are before this Court, as an Amendment to the Cross-  
8 Complaint to include the name SHELDON R. BLUM, Individually, as an additional Cross-  
9 Complainant was granted by this Court on March 28, 2008.

10  
11 **II. DISCOVERY STATUS**

12 On February 20, 2008, Cross-Complainant BLUM TRUSTEE commenced discovery on  
13 Cross-Defendants BOLTHOUSE FARMS and BOLTHOUSE PROPERTIES by electronically  
14 serving each with BLUM TRUSTEE'S Special Interrogatories, Set One, and Request For  
15 Production of Documents, Set One.

16 After several extensions, on April 28, 2008, Cross-Defendants BOLTHOUSE FARMS  
17 and BOLTHOUSE PROPERTIES above-referenced discovery responses were electronically  
18 served on Cross-Complainants, which were unresponsive, inadequate, unclear, and included  
19 countless objections raised in Bad Faith.

20  
21 On May 13, 2008, both counsel, Mr. Sheldon R. Blum, Esq., and Mr. Jeremy  
22 Schroeder, Esq., conducted a scheduled discovery "Meet & Confer" telephone conference under  
23 Code of Civil Procedure, § 2016.040. It was concluded by Stipulating to again attempt to  
24 informally resolve their discovery disputes prior to Cross-Complainants' filing a Motion To Compel  
25

1 Further Discovery under the following schedule:

2 "1. Cross-Complainant BLUM TRUST shall have up through June 30, 2008, in  
3 which to remit a Separate Statement to Cross-Defendants BOLTHOUSE FARMS &  
4 BOLTHOUSE PROPERTIES identifying each Special Interrogatory and Document Production  
5 which requires further responses, answers and document production.

6 2. Cross-Defendants BOLTHOUSE FARMS & BOLTHOUSE PROPERTIES  
7 shall have up through July 21, 2008, in which to respond, answer and/or produce documents in  
8 accordance with Cross-Complainant BLUM TRUSTEE'S Separate Statement.

9 3. In the event that Cross-Defendants BOLTHOUSE FARMS and/or  
10 BOLTHOUSE PROPERTIES either fails to supplement any Separate Statement discovery  
11 response, answer and/or production of documents or otherwise any response contained within  
12 Cross-Defendants' responsive Separate Statement are inadequate to Cross-Complainant  
13 BLUM TRUSTEE, Cross-Complainant shall be entitled to file a Motion to Compel Further  
14 Discovery no later than within the week of August 4, 2008."

15 Mr. Blum further advised Mr. Schroeder during their "Meet & Confer" telephone  
16 conference that a discovery Special Master may be required, based on the substantial number  
17 of inadequate responses, answers and lack of document production which forms the basis of  
18 the parties discovery dispute. Cross-Complainants also intends to take depositions following  
19 the receipt of Cross-Defendants' above-stated Supplemental Discovery Responses and/or  
20 Court's ruling on the subject filed Motions, as well as subpoenaing records and documents.

21 **III. ALTERNATIVE DISPUTE RESOLUTION**

22 On or about March 11, 2008, Mr. Sheldon R. Blum, Esq., proposed to Mr. Richard G.

1 Zimmer, Esq., that the parties Stipulate to have this herein action proceed through Mediation  
2 utilizing a Southern California JAMS Mediator. Mr. Zimmer has advised Mr. Blum, that despite  
3 his Mediation recommendation to Cross-Defendants BOLTHOUSE FARMS and BOLTHOUSE  
4 PROPERTIES he has been unable to obtain authorization from his clients. As an alternative  
5 dispute resolution source, a substantial amount of time and work could have been averted by  
6 counsel if this matter proceeded through Mediation as suggested.

7 **IV. JURY TRIAL OF ACTION; TRIAL SCHEDULE; & TRIAL PHASES**

8 Cross-Complainants' request a Jury Trial of this action which is anticipated to take five  
9 (5) to seven (7) days. Mr. Sheldon R. Blum, Esq., will either appear as an Associate Counsel to  
10 the anticipated retention of a Law Firm or otherwise retain a Law Firm on Cross-Complainants'  
11 behalf to try the above-entitled action. The venue for the trial of this action should occur in the  
12 above-entitled Court, and be coordinated to immediately follow the below-described Three Trial  
13 Phases of the ANTELOPE VALLEY GROUNDWATER CASES.  
14

15 Subject to the outcome of the above-stated "Meet & Confer" discovery dispute, the  
16 taking of depositions, retaining expert witnesses, and undertaking the preparation of this case for  
17 trial, it is anticipated that this matter shall be ready to be assigned a Jury Trial on or about  
18 February, 2009.  
19

20 Once the issues surrounding Class Action Certification are resolved so that there exists  
21 two (2) separate classes of landowners consisting of "Non-pumpers" and "Pumpers", represented  
22 by separate Class Action attorneys, the ANTELOPE VALLEY GROUNDWATER CASES should  
23 be set under a Three Trial Phase approach, in early 2009.

24 Phase One should address the overall present and historical conditions; characteristics;  
25

1 average annual native water supply to the basin and sub-basins; circumstances and factors  
2 surrounding operating the native safe yield; proper allocation of percentage of water rights  
3 between overlayers and appropriators within the adjudication boundary; and the implementation of  
4 water control safeguards and anticipated reduction of production pumping in the future arising out  
5 of overdraft and/or triggering cutbacks.

6 Phase Two should address all competing claims and water rights of the parties,  
7 including any prescriptive rights for specified years against identified landowners.

8 Phase Three should address all remedies and relief necessitated as a consequence of  
9 the Court's findings in Phase One and Phase Two.

10 The progress towards a negotiated meaningful settlement on the above-stated  
11 Antelope Valley groundwater issues are still being neutrally pursued through the services of  
12 Facilitator, Mr. Bill B. Dendy, who has next scheduled a May 23, 2008, Draft Committee Meeting  
13 in Burbank, California.

14  
15 **V. CASE MANAGEMENT CONFERENCE ORDER**

16 It is respectfully requested that this Court issue the above-stated order, subject to  
17 further discussions and proposals that the Court deems appropriate.

18  
19 DATED: May 19, 2008

20 LAW OFFICES OF SHELDON R. BLUM

21  
22 By: 

23 SHELDON R. BLUM, Esq.  
24 Attorney For Cross-Complainants SHELDON  
25 R. BLUM, Trustee For The SHELDON R. BLUM  
26 TRUST; and SHELDON R. BLUM, Individually