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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

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

Included Actions:

**BLUM TRUST'S TRIAL SETTING
CONFERENCE STATEMENT**

Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co.
Los Angeles County Superior Court
Case No. BC 325 201

) Date: December 11, 2012
) Time: 9:00 a.m.
) Dept. No.: 1
) Judge: Hon. Jack Komar/Hon. James Kleinberg

Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co.
Kern County Superior Court
Case No. S-1500-CV-254-348

) Phase IV Trial: February 11, 2013

Wm. Bolthouse Farms, Inc., v. City of
Lancaster; Diamond Farming Co. v. City of
Lancaster; Diamond Farming Co. v. City of
Palmdate Water District.
Riverside County Superior Court
Consolidated Action Nos. RIC 344 840,
RIC 344 436, RIC 344 668

AND RELATED CROSS-ACTIONS

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

1 The BLUM TRUST submits the following Trial Setting Conference Statement in
2 preparation for the scheduled February 11, 2013, Phase IV Trial, and addresses the evidentiary
3 issues to be tried before this court.
4

5 **I. THE SETTLEMENT AGREEMENT REACHED BETWEEN CERTAIN OVERLYING**
6 **LANDOWNERS ON THEIR CORRELATIVE SHARE OF THE NATIVE SUPPLY FOSTERS**
7 **UNJUST ENRICHMENT AND IS WITHOUT DUE PROCESS**

8 On November 30, 2012, before Hon. Justice Ronald B. Robie in Sacramento, many of the
9 overlying parties entered into a settlement agreement under terms which divided up the native safe
10 yield based on that settling party's stated unverified pumping volume without any standard of proof.
11 As such, this agreed assigned allocated groundwater share of the correlative supply among these
12 settling parties must be viewed as unreliable, without merit and fostering unjust enrichment.

13 The "**I will not contest your groundwater basin pumping claim if you do not contest**
14 **my pumping claim**" methodology has been long standing and widespread among these settling
15 Overlying Parties, including those parties who identify themselves as the "**Big 5**", who have yet to
16 produce corroborating supportive evidence on their individual historic groundwater pumping claims.

17 Accordingly, the rights, entitlement and correlative share of the native safe yield of the non-
18 settling parties have been prejudiced by this Accord. Evidentiary support under this court's Prove-Up
19 Evidentiary Hearing mechanism must be consistently implemented across the board without
20 exception. Each party must present competent evidence of their respective groundwater allocation
21 rights to the Antelope Valley basin based on historic, well established pumping records.

22 It is also significant to point out that at the October 3, 2012, Mediation session, I, as
23 counsel for the BLUM TRUST, was expressly requested by certain Czar leaders of the overlying
24 pack to immediately leave the Overlying Landowners' conference meeting, as BOLTHOUSES'
25

1 counsel, Mr. Richard Zimmer orchestrated a rumor that the BLUM TRUST settled its groundwater
2 allocation claim with the Purveyor Parties. The enforcer, Mr. Bill Brunick went even a step further
3 and requested to walk me out the door and not return until the overlying meeting concluded.

4 As a matter of law, due process and to prevent a miscarriage of justice, there is an
5 impending need for a Phase IV Trial on each parties entitlement of the correlative supply from the
6 groundwater basin based on a consistent standard burden of proof, subject to discovery.

7 Additional triable issues before this court would be claims for Prescription, Return Flow and
8 the Federal Reserve right, subject to discovery. A stipulated Physical Solution on all remaining
9 issues appear to have been reached by the parties, subject to court approval.

10 **II. CONCLUSION**

11 Based on the foregoing, it is respectfully requested that this court deny to approve the
12 Overlying Landowners' settlement agreement and proceed with its declared meaningful Evidentiary
13 Prove-Up Hearing on each parties correlative share of the native safe yield supply, subject to the
14 need for prior discovery of the parties. Furthermore, claims for Prescription, Return Flow and the
15 Federal Reserve right all remain triable issues, however based on time constraints, a Phase V Trial
16 appears necessary to incorporate many of these matters as this Court deems appropriate.

17 Respectively submitted,

18 Dated: December 8, 2012

19 LAW OFFICES OF SHELDON R. BLUM

20 By: 

21 SHELDON R. BLUM, Esq.
22 Attorney For SHELDON R. BLUM, Trustee
23 For The SHELDON R. BLUM TRUST
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