

# **EXHIBIT 34**

**NOTICE OF ENTRY OF  
JUDGMENT/JUDGMENT**

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LOS ANGELES COUNTY WATERWORKS  
6 DISTRICT NO. 40

**EXEMPT FROM FILING FEES  
UNDER GOVERNMENT CODE  
SECTION 6103**

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LOS ANGELES COUNTY WATERWORKS  
13 DISTRICT NO. 40  
14 [See Next Page For Additional Counsel]

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

16 ANTELOPE VALLEY GROUNDWATER CASES  
17 Included Actions:  
Los Angeles County Waterworks District No. 40 v.  
18 Diamond Farming Co., Superior Court of  
California, County of Los Angeles, Case No. BC  
19 325201;  
20 Los Angeles County Waterworks District No. 40 v.  
Diamond Farming Co., Superior Court of  
21 California, County of Kern, Case No. S-1500-CV-  
22 254-348;  
23 Wm. Bolthouse Farms, Inc. v. City of Lancaster,  
Diamond Farming Co. v. City of Lancaster,  
24 Diamond Farming Co. v. Palmdale Water Dist.,  
Superior Court of California, County of Riverside,  
25 Case Nos. RIC 353 840, RIC 344 436, RIC 344 668  
26 RICHARD WOOD, on behalf of himself and all  
other similarly situated v. A.V. Materials, Inc., et  
27 al., Superior Court of California, County of Los  
Angeles, Case No. BC509546  
28

Judicial Council Coordination  
Proceeding  
No. 4408

CLASS ACTION

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

**NOTICE OF ENTRY OF  
JUDGMENT**

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 NOTICE IS HEREBY GIVEN that on December 28, 2015, the Court entered Judgment in  
3 this coordinated proceeding. A true and correct copy of the executed Judgment, dated December  
4 23, 2015, is attached hereto as Exhibit "1".

5  
6 Dated: December 28, 2015

BEST BEST & KRIEGER LLP

7  
8  
9 By 

ERIC L. GARNER  
JEFFREY V. DUNN  
WENDY Y. WANG  
Attorneys for  
LOS ANGELES COUNTY  
WATERWORKS DISTRICT NO. 40

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**PROOF OF SERVICE**

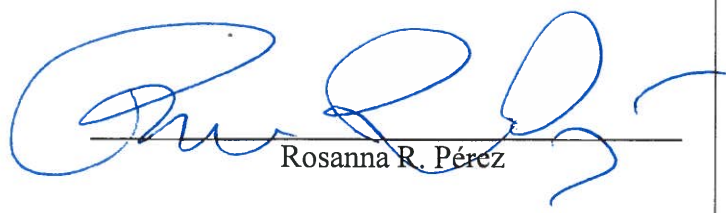
I, Rosanna R. Pérez, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 300 S. Grand Avenue, 25th Floor, Los Angeles, California 90071. On December 28, 2015, I served the following document(s):

**NOTICE OF ENTRY OF JUDGMENT**

by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 28, 2015, at Los Angeles, California.

  
Rosanna R. Pérez

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# **EXHIBIT 1**

**TO NOTICE OF ENTRY OF JUDGMENT**



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CONFORMED COPY  
ORIGINAL FILED  
Superior Court Of California  
County Of Los Angeles

DEC 28 2015

Sherri H. Carter, Executive Officer/Clerk  
By: Kristina Vargas, Deputy

Received

DEC 28 2015

Filing Window

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

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-254-348;

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, Case Nos. RIC 353 840,  
RIC 344 436, RIC 344 668

RICHARD WOOD, on behalf of himself and  
all other similarly situated v. A.V. Materials,  
Inc., et al., Superior Court of California,  
County of Los Angeles, Case No. BC509546

Judicial Council Coordination Proceeding  
No. 4408

CLASS ACTION

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

~~PROPOSED~~ JUDGMENT

1 The matter came on for trial in multiple phases. A large number of parties representing  
2 the majority of groundwater production in the Antelope Valley Area of Adjudication (“Basin”)  
3 entered into a written stipulation to resolve their claims and requested that the Court enter their  
4 [Proposed] Judgment and Physical Solution as part of the final judgment. As to all remaining  
5 parties, including those who failed to answer or otherwise appear, the Court heard the testimony  
6 of witnesses, considered the evidence, and heard the arguments of counsel. Good cause  
7 appearing, the Court finds and orders judgment as follows:

- 8 1. The Second Amended Stipulation For Entry of Judgment and Physical Solution  
9 among the stated stipulating parties is accepted and approved by the Court.
- 10 2. Consistent with the December 23 2015 Statement of Decision (“Decision”), the  
11 Court adopts the Proposed Judgment and Physical Solution attached hereto as  
12 Exhibit A and incorporated herein by reference, as the Court’s own physical  
13 solution (“Physical Solution”). The Physical Solution is binding upon all parties.
- 14 3. In addition to the terms and provisions of the Physical Solution the Court finds as  
15 follows:
  - 16 a. Each of the Stipulating Parties to the Physical Solution has the right to  
17 pump groundwater from the Antelope Valley Adjudication Area as stated  
18 in the Decision and Physical Solution.
  - 19 b. The following entities are awarded prescriptive rights from the native safe  
20 yield against the Tapia Parties, defaulted parties identified in Exhibit 1 to  
21 the Physical Solution, and parties who did not appear at trial identified in  
22 Exhibit B attached hereto, in the following amounts:

23	Los Angeles County Waterworks District No. 40	17,659.07 AFY
24	Palmdale Water District	8,297.91 AFY
25	Littlerock Creek Irrigation District	1,760 AFY
26	Quartz Hill Water District	1,413 AFY
27	Rosamond Community Services District	1,461.7 AFY
28	Palm Ranch Irrigation District	960 AFY



1	Desert Lake Community Services District	318 AFY
2	California Water Service Company	655 AFY
3	North Edwards Water District	111.67 AFY

4 No other parties are subject to these prescriptive rights.

5 c. Each of the parties referred to in the Decision as Supporting Landowner  
6 Parties has the right to pump groundwater from the Antelope Valley  
7 Adjudication Area as stated in the Decision and in Paragraph 5.1.10 of the  
8 Physical Solution in the following amounts:

9	i. Desert Breeze MHP, LLC	18.1 AFY
10	ii. Milana VII, LLC dba Rosamond Mobile Home Park	21.7 AFY
11	iii. Reesdale Mutual Water Company	23 AFY
12	iv. Juanita Eyherabide, Eyherabide Land Co., LLC	
13	and Eyherabide Sheep Company, collectively	12 AFY
14	v. Clan Keith Real Estate Investments, LLC.,	
15	dba Leisure Lake Mobile Estates	64 AFY
16	vi. White Fence Farms Mutual Water Co. No. 3	4 AFY
17	vii. LV Ritter Ranch LLC	0 AFY

18 d. *viii. Robar Enterprises Inc., Hi-Grade Materials Co., and CSR, a*  
Each member of the Small Pumper Class can exercise an overlying right  
19 pursuant to the Physical Solution. The Judgment Approving Small Pumper  
20 Class Action Settlements is attached as Exhibit C ("Small Pumper Class  
21 Judgment") and is incorporated herein by reference.

22 e. Cross-defendant Charles Tapia, as an individual and as Trustee of Nellie  
23 Tapia Family Trust (collectively, "The Tapia Parties") has no right to pump  
24 groundwater from the Antelope Valley Adjudication Area except under the  
25 terms of the Physical Solution.

26 f. Phelan Piñon Hills Community Services District ("Phelan") has no right to  
27 pump groundwater from the Antelope Valley Adjudication Area except  
28 under the terms of the Physical Solution.

*General Partnership - 200 AFY*

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g. The Willis Class members have an overlying right that is to be exercised in accordance with the Physical Solution.

h. All defendants or cross-defendants who failed to appear in any of these coordinated and consolidated cases are bound by the Physical Solution and their overlying rights, if any, are subject to the prescriptive rights of the Public Water Suppliers. A list of the parties who failed to appear is attached hereto as Exhibit D.

i. ~~Robar Enterprises, Inc., Hi-Grade Materials Co., and CJR, a general partnership (collectively, "Robar") are~~

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4. Each party shall designate the name, address and email address, to be used for all subsequent notices and service of process by a designation to be filed within thirty days after entry of this Judgment. The list attached as Exhibit A to the Small Pumper Class Judgment shall be used for notice purposes initially, until updated by the Class members and/or Watermaster. The designation may be changed from time to time by filing a written notice with the Court. Any party desiring to be relieved of receiving notice may file a waiver of notice to be approved by the Court. The Court will maintain a list of parties and their respective addresses to whom notice or service of process is to be sent. If no designation is made as required herein, a party's designee shall be deemed to be the attorney of record or, in the absence of an attorney of record, the party at its specified address.

5. All real property owned by the parties within the Basin is subject to this Judgment. It is binding upon all parties, their officers, agents, employees, successors and assigns. Any party, or executor of a deceased party, who transfers real property that is subject to this Judgment shall notify any transferee thereof of this Judgment.

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This Judgment shall not bind the parties that cease to own real property within the Basin, and cease to use groundwater, except to the extent required by the terms of an instrument, contract, or other agreement.

The Clerk shall enter this Judgment.

Dated: Dec 23, , 201 5

  
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JUDGE OF THE SUPERIOR COURT