

DECLARATIONS OF McLACHLAN, JOYCE, HUGHES AND ZIMMER

1 Robert G. Kuhs, SBN 160291
Bernard C. Barmann, Jr., SBN 149890
2 Kuhs & Parker
3 P. O. Box 2205
1200 Truxtun Avenue, Suite 200
4 Bakersfield, CA 93303
Telephone: (661) 322-4004
5 Facsimile: (661) 322-2906
6 E-Mail: rgkuhs@kuhsparkerlaw.com

7 Attorneys for Granite Construction Company

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

10
11 ANTELOPE VALLEY GROUNDWATER
12 CASES

13 **Included Actions:**

14 Los Angeles County Waterworks District No. 40
15 v. Diamond Farming Co., Superior Court of
California, County of Los Angeles, Case No. BC
325201;

16 Los Angeles County Waterworks District No. 40
17 v. Diamond Farming Co., Superior Court of
California, County of Kern, Case No. S-1500-CV-
18 254-348;

19 Wm. Bolthouse Farms, Inc. v. City of Lancaster,
20 Diamond Farming Co. v. Lancaster, Diamond
Farming Co. v. Palmdale Water Dist., Superior
21 Court of California, County of Riverside, Case
22 No. RIC 353 840, RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408

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

**DECLARATION OF MICHAEL D.
MCLACHLAN IN OPPOSITION TO
LANE FAMILY'S MOTION FOR
POST JUDGMENT
SUPPLEMENTAL ORDER RE
GRANITE CONSTRUCTION
COMPANY**

Date: March 21, 2016
Time: 1:30 p.m.
Dept.: TBA
Court: San Jose Superior Court
191 N. First Street
San Jose, CA 95113

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25 I, MICHAEL D. MCLACHLAN, declare:

26 1. I make this declaration of my own personal knowledge, except where stated on
27 information and belief, and if called to testify in Court on these matters, I could do so
28 competently.

1 2. I am co-counsel of record of record for Plaintiff Richard Wood and the Small
2 Pumper Class, and am duly licensed to practice law in California.

3 3. In February 2014, the Court suspended the Phase 5 trial on Federal Reserve
4 Rights and Right to Return Flow of Imported Water, and ordered the parties into settlement
5 discussions at the offices of Best, Best & Krieger (**BBK**) in Los Angeles, California. Over the
6 next several weeks, I, along with more than 40 lawyers, participated in negotiating the
7 substantive framework for the current settlement and water allocation among the various parties.

8 4. On or about March 31, 2014, lawyers representing more than 100 parties met at
9 the BBK offices for continued settlement negotiations. I was present for my clients. Robert G.
10 Kuhs was present representing Tejon Ranchcorp and Granite Construction Company (**Granite**).
11 Ted Chester was also present representing his clients Littlerock Sand & Gravel, Inc. (**LS&G**),
12 Landinv, Inc., Frank and Yvonne Lane 1993 Trust, George and Charlene Lane Family Trust,
13 A.V. Materials, Inc., Littlerock Aggregate Co., Holliday Rock Co., Inc., Monte Vista Building
14 Sites, Inc., and Bruce Burrows and 300 A 40 H, LLC.

15 5. I understood based in part on the Phase 4 evidence that Granite operated two
16 quarries within the AVAA, the Big Rock Quarry and the Little Rock Quarry. I also understood
17 that Granite owns the land under the Big Rock Quarry, and that the land under the Little Rock
18 Quarry is owned in part by Granite, and in part by LS&G and leased to Granite. I was also
19 informed that Granite, not LS&G, was using the water.

20 6. As part of the global settlement, and in particular the allocations of native safe
21 yield on Exhibit 4 to the Stipulation for Entry of Judgment and Physical Solution, I along with
22 the other stipulating parties, agreed to allocate 126 acre-feet to Granite for its Big Rock Quarry,
23 and 234 acre-fee related to Granite's operation at the Little Rock Quarry. As a necessary part of
24 the allocation settlement between the stipulating parties, Ted Chester and Robert Kuhs reached
25 an agreed allocation of the 234 acre-feet as between Granite, with Granite retaining 100 acre-feet
26 and LS&G receiving the balance.

27 7. On April 4, 2014, as reflected in the minute order, counsel appeared before the
28 Court and reported that all parties had reached a global settlement. (Docket # 8932.) At this

1 time, it was my understanding, based on the prior representations of counsel, that allocation
2 issues had been resolved.

3 8. In November 2014, Ted Chester suggested that the stipulating parties leave an
4 opening in the Stipulation to allow Lane to litigate its dispute with Granite. During an email
5 exchange on November 24, 2014, I made it clear to Mr. Chester that his proposal was not
6 acceptable and that Mr. O'Leary and I were not willing to leave Exhibit 4 open to future
7 litigation. I also made it clear in the email that Mr. Lane and his related business interests either
8 needed to be part of the settlement, or entirely outside the settlement.

9 9. In late February of 2015, Mr. Chester submitted the signature pages of Lane Trust
10 and LS&G to the Stipulation for Entry of Judgment and Physical Solution to James Dubois and
11 me. These were among the very last signatures we received. In submitting the signature pages,
12 Mr. Chester made comment about potential further litigation over Exhibit 4 allocations, but I
13 took those as posturing and of no real import. Given my prior statements to Mr. Chester, the
14 similar statements from other counsel, and the clear language of Stipulation that all disputes
15 between the stipulating parties were resolved (Stipulation at ¶ 2.b), I concluded that the potential
16 allocation dispute between LS&G and Granite was terminated with the submission of the LS&G
17 signature page. With that understanding, I submitted the fully executed Stipulation to the Court
18 for preliminary approval on March 4, 2015.

19 10. I am opposed to any change in the allocation on Exhibit 4, as that could
20 jeopardize the Judgment and Physical Solution, and the substantial benefits the Small Pumper
21 Class has achieved under that Stipulation.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed this 9th day of March, 2016, at Hermosa Beach, California.

25
26 
27 _____
28 Michael D. Mclachlan

1 Robert G. Kuhs, SBN 160291
2 Bernard C. Barmann, Jr., SBN 149890
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7 Telephone: (661) 322-4004
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9 E-Mail: rgkuhs@kuhsparkerlaw.com

10 Attorneys for Tejon Ranchcorp, Tejon Ranch Company and
11 Granite Construction Company

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

14 ANTELOPE VALLEY GROUNDWATER
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No. RIC 353 840, RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408

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

**DECLARATION OF BOB H. JOYCE
IN OPPOSITION TO LANE
FAMILY'S MOTION FOR POST
JUDGMENT SUPPLEMENT ORDER
RE GRANITE CONSTRUCTION
COMPANY**

Date: March 21, 2016
Time: 1:30 p.m.
Dept.: TBA
Court: San Jose Superior Court
191 N. First Street
San Jose, CA 95113

I, BOB H. JOYCE, declare as follows:

1. I am an attorney at law licensed to practice in all courts of the State of California and a member of the law firm of LeBeau-Thelan, LLP. I am the attorney of record for

1 DIAMOND FARMING COMPANY, CRYSTAL ORGANIC FARMS, GRIMMWAY
2 ENTERPRISES, INC. and LAPIS LAND COMPANY, LLC.

3 2. I have personal knowledge of the facts stated in this Declaration and, if called as a
4 witness, would testify to those facts.

5 3. In February 2014, the Court suspended the Phase 5 trial on Federal Reserve
6 Rights and Right to Return Flow of Imported Water, and ordered the parties into settlement
7 discussions at the offices of Best, Best & Krieger (**BBK**) in Los Angeles, California. Over the
8 next several weeks, I, along with more than 40 lawyers, participated in negotiating the
9 substantive framework for the current settlement and water allocation among the various parties.
10

11 4. On or about March 31, 2014, lawyers representing more than 100 parties met at
12 the BBK offices for continued settlement negotiations. I was present for my clients. Robert G.
13 Kuhs was present representing Tejon Ranchcorp and Granite Construction Company (**Granite**).
14 Ted Chester was also present representing his clients Littlerock Sand and Gravel, Inc. (**LS&G**),
15 Landinv, Inc., Frank and Yvonne Lane 1993 Trust, George and Charlene Lane Family Trust,
16 A.V. Materials, Inc., Littlerock Aggregate Co., Holliday Rock Co., Inc., Monte Vista Building
17 Sites, Inc., and Bruce Burrows and 300 A 40 H, LLC.
18

19 5. I understood based in part on the Phase 4 evidence that Granite operated two
20 quarries within the AVAA, the Big Rock Quarry and the Little Rock Quarry. I also understood
21 that Granite owns the land under the Big Rock Quarry in fee, and that the land under the Little
22 Rock Quarry is owned in part by Granite, and in part by LS&G and leased to Granite. Granite,
23 not LS&G, was using the water.
24

25 6. As part of the global settlement, and in particular the allocations of native safe
26 yield on Exhibit 4 to the Stipulation for Entry of Judgment and Physical Solution, I along with
27 the other stipulating parties, agreed to allocate 126 acre-feet to Granite for its Big Rock Quarry,
28

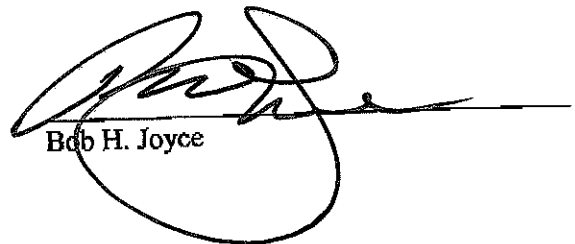
1 and 234 acre-fee related to Granite's operation at the Little Rock Quarry. As a necessary part of
 2 the allocation settlement between the stipulating parties, Ted Chester and Robert Kuhs reached
 3 an agreed allocation of the 234 acre-feet as between Granite and LS&G. I specifically told Mr.
 4 Chester that my clients would not agree to an allocation of water for Mr. Chester's other client
 5 Bruce Burrows/300 A40 H LLC, unless doing so resulted in a global settlement among all
 6 stipulating parties.
 7

8 7. On April 4, 2014, as reflected in the minute order, counsel appeared before the
 9 Court and reported that all parties had reached a global settlement. (Docket # 8932)

10 8. On behalf of my clients, I intended to settle the claims between my clients and all
 11 of the stipulating parties including Granite and LS&G. Any change in the allocation on Exhibit 4
 12 would jeopardize the Judgment and Physical Solution.
 13

14 I declare under penalty of perjury under the laws of the State of California that the
 15 foregoing is true and correct.

16 Executed this 7th day of March, 2016, at Bakersfield, California.

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 20 Bob H. Joyce
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1 Robert G. Kuhs, SBN 160291
Bernard C. Barmann, Jr., SBN 149890
2 Kuhs & Parker
3 P. O. Box 2205
1200 Truxtun Avenue, Suite 200
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Telephone: (661) 322-4004
5 Facsimile: (661) 322-2906
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9 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

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Farming Co. v. Palmdale Water Dist., Superior
21 Court of California, County of Riverside, Case
No. RIC 353 840, RIC 344 436, RIC 344 668
22

Judicial Council Coordination No. 4408
Santa Clara Case No. 1-05-CV-049053
Assigned to Hon. Jack Komar

**DECLARATION OF JOSEPH D.
HUGHES IN OPPOSITION TO
LANE FAMILY'S MOTION FOR
POST JUDGMENT
SUPPLEMENTAL ORDER RE
GRANITE CONSTRUCTION
COMPANY**

Date: March 21, 2016
Time: 1:30 p.m.
Dept.: TBA
Court: San Jose Superior Court
191 N. First Street
San Jose, CA 95113

23
24
25 I, JOSEPH D. HUGHES, declare as follows:

26 1. I am an attorney at law duly licensed before all courts of the State of
27 California and am a partner in the law firm of Klein, DeNatale, Goldner, Cooper, Rosenlieb, &
28

1 Kimball, LLP, the attorneys for H&N DEVELOPMENT CO. WEST, INC., a California
2 corporation (**H&N West**).

3 2. If called as a witness I could and would competently testify to the facts set forth
4 herein.

5 3. In February 2014, the Court suspended the Phase 5 trial on Federal Reserve
6 Rights and Right to Return Flow of Imported Water, and ordered the parties into settlement
7 discussions at the offices of Best, Best & Krieger (**BBK**) in Los Angeles, California. Over the
8 next several weeks, I, along with more than 40 lawyers, participated in negotiating the
9 substantive framework for the current settlement and water allocation among the various parties.
10

11 4. On or about March 31, 2014, lawyers representing most of the active parties in the
12 case met at the BBK offices for continued settlement negotiations. I was present telephonically
13 for my client. Robert G. Kuhs was present for his clients Tejon Ranchcorp and Granite
14 Construction Company (**Granite**). Ted Chester was also present representing his clients
15 Littlerock Sand and Gravel, Inc. (**LS&G**), Landinv, Inc., Frank and Yvonne Lane 1993 Trust,
16 George and Charlene Lane Family Trust, A.V. Materials, Inc., Littlerock Aggregate Co.,
17 Holliday Rock Co., Inc., Monte Vista Building Sites, Inc., and Bruce Burrows and 300 A 40 H,
18 LLC.
19
20

21 5. I understood based in part on the Phase 4 evidence that Granite operated two
22 quarries within the AVAA, the Big Rock Quarry and the Little Rock Quarry. I also understood
23 that Granite owns the land under the Big Rock Quarry in fee, and that the land under the Little
24 Rock Quarry is owned in part by Granite, and in part by LS&G and leased to Granite, and that
25 Granite, not LS&G, was using the water.
26


27 6. As part of the global settlement, and in particular the allocations of native safe
28 yield on Exhibit 4 to the Stipulation for Entry of Judgment and Physical Solution, I along with

1 the other stipulating parties, agreed to allocate 126 acre-feet to Granite for its Big Rock Quarry,
2 and 234 acre-fee related to Granite's operation at the Little Rock Quarry. As a necessary part of
3 the allocation settlement between the stipulating parties, Ted Chester and Robert Kuhs reached
4 an agreed allocation of the 234 acre-feet as between Granite and LS&G.

5
6 7. On April 4, 2014, as reflected in the minute order, counsel appeared before the
7 Court and reported that all parties had reached a global settlement. (Docket # 8932)

8 8. On behalf of my clients, I intended to settle the claims between my clients and all
9 of the stipulating parties, including Granite and LS&G. Any change in the allocation on Exhibit
10 4 would jeopardize the Judgment and Physical Solution.

11
12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct. I executed this declaration on March 3, 2016, at Bakersfield,
14 California.

15
16 
17 Joseph D. Hughes

1 Robert G. Kuhs, SBN 160291
Bernard C. Barmann, Jr., SBN 149890
2 Kuhs & Parker
3 P. O. Box 2205
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
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21 Farming Co. v. Palmdale Water Dist., Superior
22 Court of California, County of Riverside, Case
No. RIC 353 840, RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408

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

**DECLARATION OF RICHARD G.
ZIMMER IN OPPOSITION TO
LANE FAMILY'S MOTION FOR
POST JUDGMENT
SUPPLEMENTAL ORDER RE
GRANITE CONSTRUCTION
COMPANY**

Date: March 21, 2016

Time: 1:30 p.m.

Dept.: TBA

Court: San Jose Superior Court
191 N. First Street
San Jose, CA 95113

23
24
25 I, RICHARD G. ZIMMER, declare as follows:

26 1. I am an attorney at law licensed to practice in all courts of the State of California
27 and a partner of Clifford & Brown, attorneys of record for BOLTHOUSE PROPERTIES, LLC
28 and WM. BOLTHOUSE FARMS, INC. I am the attorney principally responsible for the

1 handling of this matter on behalf of the BOLTHOUSE entities, and am thoroughly familiar with
2 the proceedings and settlement efforts in this matter.

3 2. The facts set forth herein are of my own personal knowledge, or based upon
4 information and belief and as to such matters I believe them to be true, and if called as a witness,
5 I could and would competently testify to the matters set forth herein.
6

7 3. In February 2014, the Court suspended the Phase 5 trial on Federal Reserve
8 Rights and Right to Return Flow of Imported Water, and ordered the parties into settlement
9 discussions at the offices of Best, Best & Krieger (**BBK**) in Los Angeles, California. Over the
10 next several weeks, I, along with more than 40 lawyers, participated in negotiating the
11 substantive framework for the current settlement and water allocation among the various parties.
12

13 4. On or about March 31, 2014, lawyers representing more than 100 parties met at
14 the BBK offices for continued settlement negotiations. I was present for my clients. Robert G.
15 Kuhs was present representing Tejon Ranchcorp and Granite Construction Company (**Granite**).
16 Ted Chester was also present representing his clients Littlerock Sand and Gravel, Inc. (**LS&G**),
17 Landinv, Inc., Frank and Yvonne Lane 1993 Trust, George and Charlene Lane Family Trust,
18 A.V. Materials, Inc., Littlerock Aggregate Co., Holliday Rock Co., Inc., Monte Vista Building
19 Sites, Inc., and Bruce Burrows and 300 A 40 H, LLC.
20

21 5. I understood based in part on the Phase 4 evidence that Granite operated two
22 quarries within the AVAA, the Big Rock Quarry and the Little Rock Quarry. I also understood
23 that Granite owns the land under the Big Rock Quarry in fee, and that the land under the Little
24 Rock Quarry is owned in part by Granite, and in part by LS&G and leased to Granite. It was
25 represented at these meetings that Granite, not LS&G, was using the water.
26

27 6. As part of the global settlement, and in particular the allocations of native safe
28 yield on Exhibit 4 to the Stipulation for Entry of Judgment and Physical Solution, I along with

1 the other stipulating parties, agreed to allocate 126 acre-feet to Granite for its Big Rock Quarry,
2 and 234 acre-feet related to Granite's operation at the Little Rock Quarry. As a necessary part of
3 the allocation settlement between the stipulating parties, it was my understanding that Ted
4 Chester and Robert Kuhs had reached an agreed allocation of the 234 acre-feet as between
5 Granite and LS&G at the meeting when final agreement was reached as to party allocation.
6

7 7. On April 4, 2014, as reflected in the minute order, counsel appeared before the
8 Court and reported that all parties had reached a global settlement. (Docket # 8932)

9 8. On behalf of my clients, I intended to settle the claims between my clients and all
10 of the stipulating parties including Granite and LS&G. Any change in the allocation on Exhibit
11 4 would jeopardize the Judgment and Physical Solution.
12

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed this 4th day of March, 2016, at Bakersfield, California.

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18 
19 Richard G. Zimmer
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