

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

**ANTELOPE VALLEY GROUNDWATER
CASES**

Included Consolidated Actions:

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

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

Rebecca Lee Willis v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los
Angeles, Case No. BC 364 553

Richard A. Wood v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los
Angeles, Case No. BC 391 869

Judicial Council Coordination
Proceeding No. 4408

Lead Case No. BC 325 201

**ORDER AFTER HEARING ON
MARCH 21, 2016**

**Motion by Lane for Post-Judgment
Supplemental Order**

Judge: Honorable Jack Komar, Ret.

A motion was brought by Little Rock Sand and Gravel, Inc., the George and Charlene Lane Family Trust, the Frank and Yvonne Lane 1993 Family Trust. And the Monte Vista Building Sites, Inc., and the A.V. Materials, Inc., (hereinafter "Lane") upon notice, against the Granite Construction Company (hereinafter "Granite"), seeking a determination that moving parties are the owners in fee simple and that Granite is a lessee of certain water rights allocated in the "Global Settlement" and judgment in the referenced coordinated cases.

A settlement among most parties to this coordinated ground water litigation was entered into and incorporated in a judgment signed by the court on December 23, 2015. The judgment adopted and approved the "Global Stipulation," affirmed the court's findings of fact and conclusion of law contained in its statements of decision heretofore filed in this matter in the various actual phases of trial. In addition, the court made findings independently that a physical solution was in the best interests of the public to solve a severe and ongoing overdraft situation on the Antelope Valley Adjudication Area, and imposed the stipulated physical solution on the parties to the Global Settlement, and made independent findings that the physical solution was in the best interests of all parties, including the non-stipulating and defaulting parties. The court specifically found that the proposed reduction of groundwater pumping adopted by the court would be sufficient to restore the aquifer to balance and eliminate the overdraft conditions and that no water production beyond the limits imposed by the judgment would be permitted until the aquifer was truly in balance as certified by the water master to be created by the judgment.

Moving and responding/opposing parties to the instant motion signed and agreed to the terms of the stipulation and judgment. At the time of the agreement, it was represented that the total amount of groundwater pumped on the subject property of the parties was 234 acre feet per year, exclusively from the leased property where Granite operated the Little Rock Sand and Gravel Co. Based only upon statements of counsel at the time, and preceding the stipulation, it was understood by the court that Lane was the fee title owner to the real property itself and that Granite was a lessee of the property from which the water was pumped.

During the Phase Four trial when the court heard evidence and made findings of pumping claims based on actual pumping of water, it was represented that Lane had an interest in the land

and requested through counsel that the court indicate its position. The court asked if placing the name of the claimed ownership in parentheses would be a sufficient note indicating its interests and counsel so agreed. Counsel for Granite did not object and the court so indicated. That parenthetical notation has appeared in every document in the court record since that time.

There are several references in the record thereafter, up to the entry of judgment, that the internecine rights between Granite and Lane as to the water production on the subject real property was undecided and that the parties were discussing a resolution. At no time was the court asked to hear evidence and make findings concerning the respective ownership rights and water rights between Granite and Lane nor was such a hearing ever calendared. When at a Case Management Conference at a time when the “Global Settlement” stipulation was still not fully agreed to, counsel for Lane stated that the allocation between the two parties needed to be resolved. The court suggested that it be discussed after the Wood Class approval motion was heard. There were ongoing discussions thereafter to which the court was not privy and the parties are in dispute as to whether there ever was an agreement between them..

The dispute between Granite and Lane is a dispute that is limited by the stipulation and judgment. The judgment provides that both Granite and Lane have an interest in the water allocated to those parties but with no determination as to amounts other than the 234 acre feet a year to “Granite (Little Rock Sand and Gravel).”

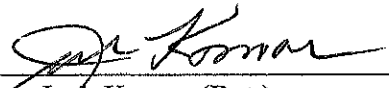
The case is one of equity. The court did reserve jurisdiction on the entire case in equity to enforce the judgment, as it does in every case in equity, but without the ability to modify the stipulated total amount of pumping, the stipulated individual allocations agreed to by the parties, or the relationships between the various pumping entities. The Lane- Granite dispute is separate. It is not clear to the court what impact the appeals have on the ability of the court to have further hearings on the matter pending the resolution of the appeal.

Ultimately, it would appear that the court has the power in equity at some point to resolve the intra-ownership dispute without affecting the global stipulation upon a proper application and presentation of competent evidence.

At this time there is no competent evidence before the court to make such a decision and therefore the court denies the motion without prejudice.

SO ORDERED.

Dated: MARCH 29, 2016



Hon. Jack Komar (Ret.)
Judge of the Superior Court