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

Coordination Proceeding
Special Title (Rule 1550 (b))

**ANTELOPE VALLEY GROUNDWATER
CASES**

Judicial Council Coordination
Proceeding No. 4408

[Assigned to The Honorable Jack Komar, Judge
Santa Clara County Superior Court, Dept. 17]

Santa Clara Court Case No. 1-05-CV-049053

**SECOND AMENDED STIPULATION FOR
ENTRY OF JUDGMENT AND PHYSICAL
SOLUTION**

1. The undersigned Parties (“Stipulating Parties”) stipulate and agree to the entry of the proposed Judgment and Physical Solution (“Judgment”), attached hereto as Exhibit 1 and incorporated herein by reference, as the Judgment in this Action. This Stipulation is expressly conditioned, as set forth in Paragraph 4 below, upon the approval and entry of the Judgment by the Court.

2. The following facts, considerations and objectives, among others, provide the basis for this Stipulation for Entry of Judgment (“Stipulation”):

- a. The Judgment is a determination of all rights to Produce and store Groundwater in the Basin.
- b. The Judgment resolves all disputes in this Action among the Stipulating Parties.

- 1 c. The Stipulating Parties represent a substantial part of the total Production within
- 2 the Basin.
- 3 d. There exists now and has existed for many years an Overdraft on the
- 4 Groundwater supply within the Basin.
- 5 e. It is apparent to the Stipulating Parties that protection of the rights of the
- 6 Stipulating Parties and protection of the public interest within the Basin require the
- 7 development and imposition of a Physical Solution.
- 8 f. The Physical Solution contained in the Judgment is in furtherance of the mandate
- 9 of the State Constitution and the water policy of the State of California.
- 10 g. Entry of the Judgment will avoid the time, expense, and uncertainty associated
- 11 with continued litigation.
- 12 h. The Judgment will create incentives, predictability and long-term certainty
- 13 necessary to promote beneficial use of the Basin's Groundwater resources to the fullest
- 14 extent practicable and for the greatest public benefit.
- 15 i. The Judgment will create opportunities for state and local funding as may be
- 16 available to promote greater development and beneficial use of the Basin's Groundwater
- 17 resources.
- 18 j. The Judgment will aid in securing a reliable and cost-effective water supply to
- 19 serve the Stipulating Parties' constituencies and communities.
- 20 3. Defined terms in the Judgment shall have the same meaning in this Stipulation.
- 21 4. The provisions of the Judgment are related, dependent and not severable. Each and every
- 22 term of the Judgment is material to the Stipulating Parties' agreement. If the Court does not approve the
- 23 Judgment as presented, or if an appellate court overturns or remands the Judgment entered by the trial
- 24 court, then this Stipulation is *void ab initio* with the exception of Paragraph 6, which shall survive.
- 25 5. The Stipulating Parties will cooperate in good faith and take any and all necessary and
- 26 appropriate actions to support the Judgment until such time as this Judgment is entered by the Court, and
- 27 appeals, if any, are final, including:
 - 28 a. Producing evidentiary testimony and documentation in support thereof;

1 b. Defending the Judgment against Non-Stipulating Parties, including, as
2 appropriate, providing evidence of the Stipulating Parties' prescriptive and self-help
3 rights.

4 6. Each Stipulating Party has agreed to this Stipulation without admitting any factual or
5 legal provisions of this Stipulation or the proposed Judgment. In the event that this Stipulation is void,
6 or if trial is necessary against any Non-Stipulating Party to determine issues provided for in the
7 Judgment, the resulting factual or legal determinations shall not bind any Stipulating Party or become
8 law of the case.

9 7. As consideration and as a material term of this Stipulation, the Stipulating Parties hereby
10 declare that they are not aware of any additional Person pumping Groundwater, or landowner owning
11 property in the Basin, that is not either named as a Party in the Action, included in the Non-Pumper
12 Class or Small Pumper Class, or a Defaulting Party.

13 8. The Stipulating Parties, in order to protect the Basin from over-pumping, have stipulated
14 and agreed to the terms of the Judgment and have agreed to substantial cuts to water allocation
15 compared with what they claim under California law, and in the case of the United States, also under
16 federal law. In return, the Stipulating Parties have agreed to provisions in the Physical Solution which
17 are only available by stipulation. These provisions include, without limitation, the right to transfer
18 Production Rights and the right to Carry Over rights from year to year, as set forth in the Judgment.
19 Non-Stipulating Parties, or any other Parties contesting the Judgment, shall not be entitled to the benefit
20 of these provisions, and shall have only the rights to which they may be entitled by law according to
21 proof at trial.

22 9. The Stipulating Parties agree to request the Court to order the representatives of the Non-
23 Pumper Class and the Small Pumper Class to identify any Persons which have opted out of the Classes
24 and provide the identities of any opt-outs to District No. 40 within twenty (20) days of the Court's order
25 approving this Stipulation. District No. 40 will assure that all Persons opting out of the Classes have
26 been named, served, and defaulted or otherwise adjudicated, and will provide a report to the Court and
27 the Stipulating Parties.

28

1 10. As consideration for this Stipulation between the Stipulating Parties, District No. 40
2 specifically agrees to the following:

3 a. District No. 40 agrees to identify all landowners in the Basin, to confirm that each
4 landowner was served, and to confirm that each landowner is a part of the Non-Pumper
5 Class, the Small Pumper Class, the Stipulating Parties, a Defaulting Party, or a Party that
6 has appeared, as the case may be. District No. 40 will file a report containing this
7 information with the Court and with all Parties.

8 b. District No. 40 agrees to take all available steps and procedures to prevent any
9 Person that has not appeared in this Action from raising claims or otherwise contesting
10 the Judgment.

11 11. The Public Water Suppliers and no other Parties to this Stipulation shall pay all
12 reasonable Small Pumper Class attorneys' fees and costs through the date of the final Judgment in the
13 Action, in an amount either pursuant to an agreement reached between the Public Water Suppliers and
14 the Small Pumper Class or as determined by the Court. The Public Water Suppliers reserve the right to
15 seek contribution for reasonable Small Pumper Class attorneys' fees and costs through the date of the
16 final Judgment in the Action from each other and Non-Stipulating Parties. Any motion or petition to the
17 Court by the Small Pumper Class for the payment of attorneys' fees in the Action shall be asserted by the
18 Small Pumper Class solely as against the Public Water Suppliers (excluding Palmdale Water District,
19 Rosamond Community Services District, City of Lancaster, Phelan Piñon Hills Community Services
20 District, Boron Community Services District, and West Valley County Water District) and not against
21 any other Party.

22 12. In consideration for the agreement to pay Small Pumper Class attorneys' fees and costs as
23 provided in Paragraph 11 above, the other Stipulating Parties agree that during the Rampdown
24 established in the Judgment, a drought water management program (“Drought Program”) shall be
25 implemented as provided in Paragraphs 8.3, 8.4, 9.2 and 9.3 of the Judgment.

26 13. The Stipulating Parties do not object to the award of an incentive to Richard Wood, the
27 Small Pumper Class representative, in recognition of his service as Class representative. The Judgment
28 shall provide that Richard Wood has a Production Right of up to five (5) acre-feet per year for


1 reasonable and beneficial use on his parcel, free of a Replacement Water Assessment. This Production
2 Right shall not be transferable and is otherwise subject to the provisions of the Judgment. If the Court
3 approves this award of an additional two (2) acre-feet of water, such award shall be in lieu of any
4 monetary incentive payment.

5 14. The Stipulating Parties agree that an orderly procedure for obtaining the Court's approval
6 of the Judgment is a material term to this Stipulation. The Parties agree that the Case Management
7 Order attached hereto as Appendix 1 is an appropriate process for obtaining such approval.

8 15. The Stipulating Parties agree that this Stipulation shall bind and benefit them, and will be
9 binding upon and benefit all their respective heirs, successors-in-interest and assigns.


10 16. Each signatory to this Stipulation represents and affirms that he or she is legally
11 authorized to bind the Stipulating Party on behalf of whom he or she is signing. The Stipulating Parties
12 understand that this Stipulation and the Judgment are not effective as to the Small Pumper Class until
13 the Court grants approval of a settlement agreement in *Wood v. Los Angeles County Waterworks District*
14 *No. 40 et al.*

1 LOS ANGELES COUNTY WATERWORKS
2 DISTRICT NO. 40

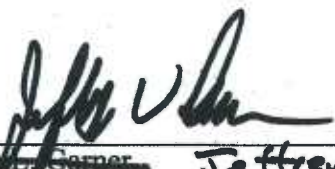
3 By: 
4 Gail Farber
5 Director of Public Works

Date: 2/24/15

6 Approved as to form by:
7 Mark J. Saladino, County Counsel

8
9 By: 
10 Warren R. Wellen
11 Principal Deputy County Counsel

12 Approved as to form by: Eric L. Garner

13
14 By: 
15 ~~Eric L. Garner~~ Jeffrey V. Ann and Eric L. Garner
16 Best Best & Krieger


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1 ANTELOPE VALLEY-EAST KERN WATER AGENCY

2
3 BY: 
4 FRANK S. DONATO, Director, Div. 3

5 BRUNICK, McELHANEY & KENNEDY

Date: 1/13/2015

6
7 BY: 
8 WILLIAM J. BRUNICK
9 Attorneys for Cross-Complainant,
ANTELOPE VALLEY-EAST KERN WATER AGENCY

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1 JOHN C. CRUDEN
2 Assistant Attorney General
3 Environment & Natural Resources Division

4 By:



5 LEE LEININGER, Trial Attorney
6 JAMES DUBOIS, Trial Attorney
7 United States Department of Justice
8 Environment and Natural Resources Division
9 999 18th Street, South Terrace, Suite 370
10 Denver, Colorado, 80202

Date: 2-23-15

11 Attorneys for Cross-Defendant United States of America
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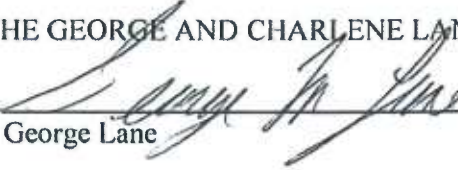
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LITTLE ROCK SAND AND GRAVEL, INC.

By: 
George Lane

Date: 12/24/14

THE GEORGE AND CHARLENE LANE FAMILY TRUST

By: 
George Lane

Date: 12/24/14

THE FRANK AND YVONNE LANE 1993 FAMILY TRUST

By: 
George Lane

Date: 12/24/14

MONTE VISTA BUILDING SITES, INC.

By: 
George Lane

Date: 12/24/14

A.V. MATERIALS, INC.

By: 
George Lane

Date: 12/24/14

APPROVED AS TO FORM:


SMILAND CHESTER LLP

By: 
Theodore A. Chester, Jr.

Date: 1/15/15

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GRANITE CONSTRUCTION COMPANY

By 

Date: 1/12/2015

Its Kent Marshall, Vice President

STIPULATION FOR ENTRY OF JUDGMENT AND PHYSICAL SOLUTION

**Judicial Council Coordination
 Proceeding No. 4408
 Santa Clara Case No.: 1-05-CV-049053**

Producer Name	Pre-Rampdown Production	Overlying Production Rights	Percentage Share of Adjusted Native Safe Yield
60th Street Association Water System	2.16	2.16	0.003%
Adams Bennett Investments, LLC	0.00	0.00	0.000%
Antelope Park Mutual Water Company	208.75	169.89	0.240%
Antelope Valley Joint Union High School District	71.74	41.00	0.058%
Antelope Valley Mobile Estates	19.88	8.75	0.012%
Antelope Valley Water Storage LLC	1772.00	1772.00	2.507%
Aqua-J Mutual Water Company	44.90	44.35	0.063%
AV Solar Ranch 1, LLC	96.00	96.00	0.136%
AVEK	4000.00	3550.00	5.022%
Averydale Mutual Water Company	257.95	254.35	0.360%
Gene Bahlman	5.25	5.00	0.007%
Baxter Mutual Water Company	44.75	35.02	0.050%
Mark W. and Nancy L. Benz	1.00	1.00	0.001%
Big Rock Mutual Water Company	0.00	0.00	0.000%
Bleich Flat Mutual Water Company	33.50	33.50	0.047%
Sheldon R. Blum, Trustee of the 1998 Sheldon R. Blum Family Trust	50.00	50.00	0.071%
Bolthouse Properties LLC	16805.89	9945.00	14.069%
Thomas and Julie Bookman 2007 Trust	272.50	136.00	0.192%
James and Elizabeth Bridwell	1.00	1.00	0.001%
Brittner Trust, Glen Brittner, Trustee	4.00	4.00	0.006%
Burrows/300 A40 H LLC	295.00	295.00	0.417%
John A. Calandri; Calandri Water Company, LLC; John A. Calandri and Shannon C. Calandri as cotrustees of "The John and Shannon Calandri 1992 Trust"; Katherine J. Calandri Nelson, Trustee of "The Katherine J. Calandri Nelson 2008 Trust"	3803.00	1776.00	2.512%
Sal and Connie Cardile	1.00	1.00	0.001%
Irma Ann Carle Trust, Irma-Anne Carle, Trustee	1.00	1.00	0.001%
Effren Chavez	44.00	44.00	0.062%
C. Louise R. Close Living Trust	1.00	1.00	0.001%
Colorado Mutual Water Co.	25.90	25.54	0.036%
Copa De Oro Land Company	325.00	325.00	0.460%
County Sanitation Districts of Los Angeles #14 and 20	8000.00	3400.00	4.810%
Del Sur Ranch LLC	600.00	600.00	0.849%
Diamond Farming Co. LLC/Crystal Organic LLC/Grimmway/Lapis	3354.00	1986.00	2.810%
Randall and Billie Dickey	1.00	1.00	0.001%
El Dorado Mutual Water Company	276.05	272.16	0.385%
eSolar Inc.; Red Dawn Suntower LLC	150.00	150.00	0.212%
eSolar, Inc.; Sierra Sun Tower, LLC	5.76	3.00	0.004%
eSolar Inc.; Tumbleweed Suntower LLC	0.00	0.00	0.000%
Lawrence Dean Evans, Jr. and Susan Evans	1.00	1.00	0.001%

**Judicial Council Coordination
 Proceeding No. 4408
 Santa Clara Case No.: 1-05-CV-049053**

Producer Name	Pre-Rampdown Production	Overlying Production Rights	Percentage Share of Adjusted Native Safe Yield
Evergreen Mutual Water Company	69.50	68.54	0.097%
Ruth C. Findley	1.00	1.00	0.001%
First Mutual Water Company	15.62	5.25	0.007%
Leah Frankenberg	1.00	1.00	0.001%
Denise Godde, Steven F. Godde, Pamela M. Godde and Gary M. Godde; Denise Godde and Steven Godde as Trustees of the D & S Godde Trust	1461.50	683.00	0.966%
Gorrindo Resourceful LLC	629.00	629.00	0.890%
Granite Construction Company (Big Rock Facility)	126.00	126.00	0.178%
Granite Construction Company (Little Rock Sand and Gravel, Inc.)	400.00	234.00	0.331%
LAURA GRIFFIN, trustee of the FAMILY BYPASS TRUST created under the LEONARD W. GRIFFIN AND LAURA GRIFFIN TRUST, dated July 9, 1993	1170.00	668.00	0.945%
H & N Development Co. West Inc.	1799.75	808.00	1.143%
Jane Healy and Healy Enterprises Inc.	700.00	700.00	0.990%
Gailen W. Kyle and Julie Kyle, Trustees of The Kyle Revocable Living Trust	9275.00	3670.00	5.192%
Land Projects Mutual Water Co.	622.50	613.54	0.868%
Landale Mutual Water Co.	157.75	155.57	0.220%
Landinv Inc	2000.00	969.00	1.371%
Lands of Promise Mutual Water Company	64.61	21.69	0.031%
G. Lane Family (Frank and Yvonne Lane 1993 Family Trust, Little Rock Sand and Gravel, Inc., George and Charlene Lane Family Trust) [Does not include water pumped on land leased to Granite Construction]	1402.00	773.00	1.094%
James M. Leer, III and Diana Leer	1.00	1.00	0.001%
Littlerock Aggregate Co., Inc., Holliday Rock Co., Inc.	405.00	151.00	0.214%
Llano Del Rio Water Company	572.65	279.00	0.395%
Llano Mutual Water Company	0.00	0.00	0.000%
City of Los Angeles, Department of Airports	7851.00	3975.00	5.623%
Jose M. Maritorenna & Marie P. Maritorenna, Trustees of the Maritorenna Living Trust Dated March 16, 1993	3800.55	1775.00	2.511%
Dennis M. and Diane K. McWilliams	1.00	1.00	0.001%
Richard Miner	1089.40	999.00	1.413%
Miracle Improvement Corporation dba Golden Sands Mobile Home Park dba Golden Sands Trailer Park	45.40	27.00	0.038%
Barry and Sharon Munz 2014 Revocable Trust, Terry A. & Kathleen M. Munz	5.00	5.00	0.007%
Eugene B. Nebeker	4016.00	1775.00	2.511%

**Judicial Council Coordination
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Producer Name	Pre-Rampdown Production	Overlying Production Rights	Percentage Share of Adjusted Native Safe Yield
Richard Nelson, Willow Springs Co.	180.65	135.00	0.191%
Northrop Grumman Systems Corporation	2.00	2.00	0.003%
NRG Solar Alpine, LLC	64.21	38.00	0.054%
R AND M RANCH, INC.	1458.00	686.00	0.970%
John and Adrienne Reca	501.45	251.00	0.355%
Suzanne J. Richter	1.00	1.00	0.001%
Rosamond High School	586.40	202.23	0.286%
Rosamond Ranch, LP	598.00	598.00	0.846%
Rose Villa Apartments	22.72	7.62	0.011%
Sahara Nursery and Farm	22.18	22.00	0.031%
Saint Andrew's Abbey, Inc.	175.00	102.00	0.144%
Lawrence J. Schilling and Mary P. Schilling, Trustees of the L&M Schilling 1992 Family Trust	4.00	4.00	0.006%
Lilia Mabel Selak, TTEE; Barbara Aznarez Decd Trust and Selak, Mabel Trust	150.00	150.00	0.212%
Service Rock Products, L.P.	503.00	267.00	0.378%
SGS Antelope Valley Development, LLC	57.00	57.00	0.081%
Shadow Acres Mutual Water Company	52.60	51.74	0.073%
Sheep Creek Water Co.	0.00	0.00	0.000%
Jeffrey and Nancee Siebert	200.00	106.00	0.150%
Sonrise Ranch, LLC	662.00	0.00	0.000%
Southern California Edison Company	17.75	8.00	0.011%
Sundale Mutual Water Company	472.23	472.23	0.668%
Sunnyside Farms Mutual Water Company, Inc.	75.40	74.26	0.105%
Tejon Ranchcorp and Tejon Ranch Co.	3414.00	1634.00	2.312%
Tierra Bonita Mutual Water Company	40.75	40.32	0.057%
Tierra Bonita Ranch	505.00	430.00	0.608%
Triple M Property Co.	15.00	15.00	0.021%
Turk Trust dated December 16, 1998	1.00	1.00	0.001%
Marie A. Unini and Robert J. LeClair	1.00	1.00	0.001%
U.S. Borax	1905.00	1905.00	2.695%
Craig Van Dam, Marta Van Dam, Nick Van Dam, Janet Van Dam	1037.00	640.00	0.905%
Gary Van Dam, Gertrude Van Dam, Delmar Van Dam, Delmar D. Van Dam and Gertrude J. Van Dam, as Trustees of the Delmar D. and Gertrude J. Van Dam Family Trust – 1996, Craig Van Dam, Marta Van Dam, High Desert Dairy Partnership, High Desert Dairy	9931.50	3215.00	4.548%
Vulcan Materials Co., Vulcan Lands Inc., Consolidated Rock Products Co., Calmat Land Co., and allied Concrete & Materials	519.10	260.00	0.368%
WAGAS Land Company LLC	984.15	580.00	0.821%
WDS California II, LLC	2397.00	1159.00	1.640%
Michael and Dolores A. Weatherbie	1.00	1.00	0.001%

Judicial Council Coordination
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Producer Name	Pre-Rampdown Production	Overlying Production Rights	Percentage Share of Adjusted Native Safe Yield
West Side Park Mutual Water Co.	280.75	276.86	0.392%
White Fence Farms Mutual Water Co.	783.05	772.13	1.092%
Donna Wilson	10.00	7.00	0.010%
William Fisher Memorial Water Company	4.53	4.53	0.006%
Totals	105878.08	58322.23	