

Michael Duane Davis, SBN 093678  
Marlene L. Allen-Hammarlund, SBN 26418  
**GRESHAM SAVAGE NOLAN & TILDEN,**  
**A Professional Corporation**  
3750 University Avenue, Suite 250  
Riverside, CA 92501-3335  
Telephone: (951) 684-2171  
Facsimile: (951) 684-2150

Attorneys for Cross-Defendants, SERVICE ROCK  
PRODUCTS CORPORATION, as successor-in-  
interest to Owl Properties, Inc. and SHEEP CREEK  
WATER COMPANY, INC., and Cross-Defendants  
and Cross-Complainants, A.V. UNITED MUTUAL  
GROUP

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF LOS ANGELES**

Coordination Proceeding  
Special Title (Rule 1550(b))

Judicial Council Coordination  
Proceeding No. 4408

**ANTELOPE VALLEY GROUNDWATER  
CASES**

Santa Clara Case No. 1-05-CV-049053  
Assigned to the Honorable Jack Komar  
Department 17C

Including 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

**REPLY TO PUBLIC WATER  
SUPPLIERS' RESPONSE TO CASE  
MANAGEMENT STATEMENT OF  
CROSS-DEFENDANTS, SERVICE  
ROCK PRODUCTS CORPORATION  
AND SHEEP CREEK WATER  
COMPANY, AND CROSS-  
DEFENDANTS / CROSS-  
COMPLAINANTS, A. V. UNITED  
MUTUAL GROUP**

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

Date: March 22, 2010  
Time: 9:00 A.M.  
Dept.: LA County Superior Court., Dept. 1  
Judge: Hon. Jack Komar

AND RELATED ACTIONS.

///

///

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 Cross-Defendants, **SERVICE ROCK PRODUCTS CORPORATION** (“**SERVICE**  
3 **ROCK**”) and **SHEEP CREEK WATER COMPANY, INC.** (“**SHEEP CREEK**”), and Cross-  
4 Defendants / Cross-Complainants, **A.V. UNITED MUTUAL GROUP** (**A.V. UNITED**”), by  
5 and through their attorneys of record, Gresham Savage Nolan & Tilden, APC, by Michael Duane  
6 Davis and Marlene L. Allen-Hammarlund, hereby Reply to the Public Water Suppliers’  
7 Response to Service Rock’s Case Management Conference Statement (which Case Management  
8 Statement was not only filed on behalf of Service Rock, but also Sheep Creek and A.V. United  
9 Group). Service Rock, Sheep Creek and A.V. United submit this reply to provide some  
10 clarification regarding their comments since Palmdale Water District (apparently on behalf of all  
11 the public water suppliers) felt it necessary to file a response to the Case Management  
12 Conference Statement. The nature of the responses asserted by the public water suppliers  
13 actually establishes that the statements in the Case Management Statement were correct.

14  
15 **Statement in Case Management Statement** – It is undisputed that the class members  
16 have not been given notice that the cases have been consolidated.

17 **Reply to Response** - As aptly stated in Richard Wood’s *Corrected* Case Management  
18 Statement, the Public Water Suppliers’ assertion that the class members have been given  
19 adequate notice of this newly consolidated proceeding is “absurd”. The class notice contained  
20 the following description of the case: “Mr. Wood claims that he and other landowners have  
21 water rights which are superior to the rights of certain public water suppliers to use that water. If  
22 the public water suppliers win, your rights to use groundwater under your property may be cut  
23 back.” There is no mention that the class actions (the Wood and Willis class actions) have been  
24 consolidated with cases involving the United States, other overlying landowners, mutual water  
25 companies, etc. Due to the consolidation, new notice must be given to the class members.

26  
27 **Statement in Case Management Statement** – The court and the parties seem to have  
28 ignored the rules of civil procedure.

1       **Reply to Response** – Courts may not ignore basic constitutional rights, including due  
2 process and jurisdictional matters. Furthermore, many of the items discussed in Rule 3.541,  
3 Rules of Court, have not been accomplished in this matter.

4  
5       **Statement in Case Management Statement** – No one can name the parties and claims.

6       **Reply to Response** – The matrix referred to does not identify all the parties who have  
7 interests subject to each of the claims and each of the identified causes of action in each of the  
8 cases.

9  
10       **Statement in Case Management Statement** – Newly appearing parties will be able to  
11 nullify the process to date.

12       **Reply to Response** – The public water suppliers' response actually confirms the  
13 accuracy of this statement, since they agree that new parties are free to re-litigate issues already  
14 determined, and that the court has the power to change interim rulings.

15  
16       **Statement in Case Management Statement** – No discovery has been conducted on  
17 historical pumping.

18       **Reply to Response** – The discovery responses that have been provided contain mostly  
19 objections and are incomplete.

20  
21       **Statement in Case Management Statement** – There has been no monitoring of the  
22 basin in order to determine safe yield.

23       **Reply to Response** – The response confirms the limitations on the monitoring to date.  
24 Large areas of the basin have not been monitored at all, and Judge Komar has stated that the  
25 Phase III trial will include a determination as to the connectivity and conductivity of the basin as  
26 a whole. In order to determine a safe yield number, sufficient monitoring throughout the entire  
27 basin must be accomplished.

28 ///


1       **Statement in Case Management Statement** – Numerous businesses will be forced out  
2 of business if they are required to pay for their share of water.

3       **Reply to Response** – Businesses should not have to pay for water if there is a sufficient  
4 supply. Further, if businesses do go out of business, that will have an impact on safe yield and  
5 overdraft.

6  
7 DATED: March 19, 2010.

Respectfully submitted,

8 GRESHAM SAVAGE NOLAN & TIDEN, APC

9  
10  
11 By:   
12 MICHAEL DUANE DAVIS, ESQ.  
13 MARLENE L. ALLEN-HAMMARLUND, ESQ.  
14 Attorneys for SERVICE ROCK PRODUCTS  
15 CORPORATION, SHEEP CREEK WATER  
16 COMPANY, and A.V. UNITED MUTUAL GROUP  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

