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Complainants, ANTELOPE VALLEY UNITED
MUTUAL GROUP; Cross-Defendants, MIRACLE
IMPROVEMENT CORPORATION dba Golden
Sands Mobile Home Park [ROE 1121], SAINT
ANDREW'S ABBEY, INC. [ROE 623], SERVICE
ROCK PRODUCTS, LP, as successor-in-interest to
Owl Properties, Inc., SHEEP CREEK WATER
COMPANY, INC.; and unnamed Cross-Defendant
ADAMS BENNETT INVESTMENTS, LLC

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

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

**CONTINUED CASE MANAGEMENT
CONFERENCE STATEMENT OF
CROSS-DEFENDANTS AND CROSS-
COMPLAINANTS, ANTELOPE VALLEY
UNITED MUTUAL GROUP; CROSS-
DEFENDANTS, MIRACLE
IMPROVEMENT CORPORATION DBA
GOLDEN SANDS MOBILE HOME PARK
[ROE 1121], SAINT ANDREW'S ABBEY,
INC. [ROE 623], SERVICE ROCK
PRODUCTS, LP, AS SUCCESSOR-IN-
INTEREST TO OWL PROPERTIES,
INC., SHEEP CREEK WATER
COMPANY, INC.; AND UNNAMED
CROSS-DEFENDANT ADAMS
BENNETT INVESTMENTS, LLC**

AND RELATED ACTIONS.

Date: April 17, 2012
Time: 9:00 A.M.
Dept.: LA County Superior Court., Dept. 1
Judge: Hon. Jack Komar

1 Cross-Defendants / Cross-Complainants, **ANTELOPE VALLEY UNITED MUTUAL**
2 **GROUP**; Cross-Defendants, **MIRACLE IMPROVEMENT CORPORATION dba**
3 **GOLDEN SANDS MOBILE HOME PARK [ROE 1121]**, **SAINT ANDREW'S ABBEY,**
4 **INC. [ROE 623]**, **SERVICE ROCK PRODUCTS, LP, as successor-in-interest to Owl**
5 **Properties, Inc., SHEEP CREEK WATER COMPANY, INC.;** and Unnamed Cross-
6 Defendant **ADAMS BENNETT INVESTMENTS, LLC** (collectively "Said Parties"), by and
7 through their attorneys of record, Gresham Savage Nolan & Tilden, APC, by Michael Duane
8 Davis and Marlene L. Allen-Hammarlund, respectfully submit this narrative Case Management
9 Statement for the April 17, 2012 continued Case Management Conference.

10 Said Parties have been participating in the Mediation Process before Justice Robie and
11 will continue to participate in that Mediation Process, including the upcoming Mediation Session
12 scheduled for April 30, 2012. Said Parties have provided Justice Robie with information
13 regarding their "base period" water usage, groundwater production, State Water Project water
14 acquisitions and usage and riparian claims. On April 3, 2012, the parties participating in the
15 Mediation Process before Justice Robie (collectively the "Mediating Parties") tentatively agreed
16 to an allocation of the Safe Yield; and are reviewing the tentative allocations with their clients
17 and responding with their clients' conditions for committing to the tentative allocations. As part
18 of that tentative agreement, the overlying Mediating Parties tentatively agreed not to contest
19 prescription and return flows; however, should the tentative agreement fail, these issues would
20 almost certainly need to be tried before individual overlying claims. The most commonly voiced
21 condition is the terms and conditions of a physical solution within which the parties will be
22 entitled to exercise their allocation of the Safe Yield. The April 30, 2012 Mediation Session was
23 scheduled by Justice Robie to address those very terms and conditions.

24 Said Parties submit that the next critical step in the process will be the development of the
25 basic terms and conditions of a physical solution. Until that process has been completed, the
26 majority of the Mediating Parties will likely be unable to eliminate the most significant condition
27 to their unconditional acceptance of the allocation of the Safe Yield. Only after the terms and
28 conditions of a physical solution have been developed and agreed upon, will the Court be able to

1 proceed with proving-up each individual party's claims (preferably by direct testimony of each
2 individual party or entity party's qualified representative) without having to first try the issues of
3 prescription and return flows.

4 Said Parties therefore submit that the Court should delay determining what issues will be
5 tried in and scheduling the next phase of trial until after Justice Robie has completed mediating
6 the terms and conditions for a physical solution. When those terms and conditions have been
7 developed, the Mediating Parties will need to obtain their clients' agreement, and the tentatively
8 agreed allocation of the Safe Yield will have to be unconditionally approved and the parties'
9 individual claims proven-up.

10 Said Parties request that the Court continue the Case Management / Trial Setting
11 Conference for a period of sixty (60) to ninety (90) days to afford Justice Robie and the
12 Mediating Parties sufficient time to develop the terms and conditions for a physical solution,
13 review them with the parties, obtain their approval and remove that issue from the conditions for
14 approval of the tentatively agreed allocation.

15 DATED: April 10, 2012.

GRESHAM SAVAGE NOLAN & TILDEN, APC

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17
18 By: 

19 MICHAEL DUANE DAVIS, ESQ.
20 MARLENE L. ALLEN-HAMMARLUND, ESQ.
21 Attorneys for Cross-Defendants and Cross-Complainants,
22 ANTELOPE VALLEY UNITED MUTUAL GROUP;
23 Cross-Defendants, MIRACLE IMPROVEMENT
24 CORPORATION dba Golden Sands Mobile Home Park
25 [ROE 1121], SAINT ANDREW'S ABBEY, INC. [ROE
26 623], SERVICE ROCK PRODUCTS, LP, as successor-
27 in-interest to Owl Properties, Inc., SHEEP CREEK
28 WATER COMPANY, INC.; and unnamed Cross-
Defendant ADAMS BENNETT INVESTMENTS, LLC

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Simon Snyder