

5 Shadow Acres 11

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Attorneys for Cross-Defendants/Cross-Complainants,
El Dorado Mutual Water Co., Landale Mutual Water
Co., Shadow Acres Mutual Water Co., Sunnyside
Farms Mutual Water Co., Westside Park Mutual Water
Co., and White Fence Farms Mutual Water Co., Inc.,
[Six of the 16 Mutual Water Companies that Comprise
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 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

) **SUPPLEMENTAL RESPONSES TO
ANTELOPE VALLEY-EAST KERN
WATER AGENCY'S FIRST SET OF
SPECIAL INTERROGATORIES
PROPOUNDED TO CROSS-
DEFENDANTS / CROSS-
COMPLAINANTS, EL DORADO
MUTUAL WATER CO., LANDALE
MUTUAL WATER CO., SHADOW
ACRES MUTUAL WATER CO.,
SUNNYSIDE FARMS MUTUAL WATER
CO., WESTSIDE PARK MUTUAL
WATER CO., AND WHITE FENCE
FARMS MUTUAL WATER CO., INC.,
[SIX OF THE 16 MUTUAL WATER
COMPANIES THAT COMPRISE 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

) For Court's Use Only:
) Santa Clara County
) Case No. 1-05-CV-049053
) (For E-Posting/E-Service Purposes Only)

AND RELATED ACTIONS.

1 **PROPOUNDING PARTY:** Antelope Valley-East Kern Water Agency

2 **SUPPLEMENTALLY RESPONDING PARTIES:** El Dorado Mutual Water Co.,
3 Landale Mutual Water Co., Shadow Acres Mutual Water Co., Sunnyside Farms Mutual Water
4 Co., Westside Park Mutual Water Co., and White Fence Farms Mutual Water Co., Inc., [Six of
5 the 16 Mutual Water Companies that Comprise A. V. United Mutual Group]

6 **SET NO.:** ONE
7

8 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

9 Cross-Defendants / Cross-Complainants, El Dorado Mutual Water Co., Landale Mutual
10 Water Co., Shadow Acres Mutual Water Co., Sunnyside Farms Mutual Water Co., Westside
11 Park Mutual Water Co., and White Fence Farms Mutual Water Co., Inc. [which are six of the 16
12 mutual water companies that comprise A. V. UNITED MUTUAL GROUP], by and through their
13 attorneys of record, Gresham Savage Nolan & Tilden, PC, by Michael Duane Davis, Marlene L.
14 Allen-Hammarlund, and Derek R. Hoffman submit the following supplemental responses to
15 Antelope Valley-East Kern Water Agency's First Set of Special Interrogatories, numbers 3, 11
16 and 18, pursuant to the provisions of *Code of Civil Procedure* section 2030.010.

17 All prior objections and responses are incorporated herein by this reference as though
18 fully set forth herein. Although this additional information is being provided at this time, these
19 responding parties are still investigating the facts relating to this case, and have not fully
20 completed their discovery in this action and have not completed their preparation for the Phase 5
21 Trial. All of the answers contained herein are based upon such information and documents
22 which are presently available to and specifically known to these responding parties and disclose
23 only those contentions which presently occur to such supplementally responding parties. It is
24 anticipated that further discovery, independent investigation, legal research and analysis will
25 supply additional facts, add meaning to the known facts, as well as establish entirely new factual
26 conclusions and legal contentions, all of which may lead to substantial additions to, changes in,
27 and variations from the contentions herein set forth. The following supplemental interrogatory

1 responses are given without prejudice to supplementally responding parties' rights to produce
2 evidence of any subsequently discovered fact or facts which these supplementally responding
3 parties may later recall. Supplementally responding parties accordingly reserve the right to
4 change any and all answers herein as additional facts are ascertained, analysis are made, legal
5 research is completed and contentions are made. The answers contained herein are made in a
6 good faith effort to supply as much factual information and as much specification of legal
7 contentions as is presently known but should in no way be to the prejudice of the supplementally
8 responding parties in relation to further discovery, research or analysis.

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SHADOW ACRES MUTUAL WATER COMPANY:

SPECIAL INTERROGATORY NO. 3:

Describe in detail all WRITINGS which support YOUR response to Special Interrogatory No. 1 above.

SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 3:

Shadow Acres Mutual Water Company (hereafter "this Supplementally Responding Party") objects to this interrogatory on the grounds that it is overbroad and the documents requested are equally available to the propounding party, and, to the extent the documents are not available, it would be unduly burdensome and oppressive for this Supplementally Responding Party to obtain the documents. This Supplementally Responding Party further objects to this interrogatory on the grounds that the documents have already been produced, have been posted to the Court's website, or are protected by the attorney-client privilege, attorney work product doctrine, or the right of privacy. This Supplementally Responding Party further objects to this interrogatory on the grounds that this Supplementally Responding Party has not yet completed discovery and has not yet completed preparation for the Phase 5 Trial, and specifically reserves the right to supplement its responses to include additional information as it becomes available.

Without waiving its objections, and after reasonable inquiry and a diligent search for documents, this Supplementally Responding Party supplements its prior response by describing some of the documents that are currently known or believed to be responsive to this interrogatory, including, but not limited to:

- 1) The organizational documents of the California State Water Project ("State Water Project").
- 2) Contracts and agreements between and among the State of California, the State Water Project, the State Water Project participants, the State Water Project providers, the State Water Project contractors, the State Water Project suppliers, the State Water Project recipients, and this supplementally responding Mutual Water Company.

- 3) Policies and procedures established by the State Water Project and its contractors under which this supplementally responding Mutual Water Company acquires water (subject to the Court's interpretation of the legal effect of those documents).
- 4) Documents evidencing the quantities and sources of water purchased and delivered from the State Water Project for this this supplementally responding Mutual Water Company.
- 5) Invoices and other evidence of payments for State Water Project water purchased and delivered to or for the benefit of this supplementally responding Mutual Water Company
- 6) Communications between and among the State Water Project, its contractors, and others regarding the acquisition, delivery and payment for State Water Project water.
- 7) Contracts, agreements and explanatory communications involving and referencing AVEK in connection with the acquisition, distribution and sale of State Water Project water and/or right to return flows.
- 8) The organizational documents, policies, procedures, ordinances, rules and regulations of AVEK (subject to the Court's interpretation of the legal effect of those documents).
- 9) Documents evidencing the sources of water sold by AVEK.
- 10) Documents evidencing the allocation and/or allotment of water sold by AVEK.

SPECIAL INTERROGATORY NO. 11:

Prior to January 18, 2006, did YOU participate in any communication with AVEK regarding the right to use return flows from State Water Project water AVEK imports into the area of adjudication?

SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 11:

This Supplementally Responding Party objects to this interrogatory on the grounds that this Supplementally Responding Party has not yet completed discovery and has not yet

1 completed preparation for the Phase 5 Trial. This Supplementally Responding Party further
2 objects to this interrogatory on the grounds that it seeks information and documents equally
3 available to and in the possession of the propounding party. This Supplementally Responding
4 Party specifically reserves the right to supplement its responses to include additional information
5 as it becomes available.

6 In addition to documents which have already been and are being produced in this action,
7 and without waiving its objections, after further reasonable inquiry and a diligent search for
8 additional documents, this Supplementally Responding Party has not located any written
9 communications that are responsive to this interrogatory.

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11 **SPECIAL INTERROGATORY NO. 18:**

12 In any non-privileged WRITINGS YOU have prepared from 1974 to present (excluding
13 pleadings filed in this Action), have YOU stated that return flows from State Water Project
14 water AVEK imports into the area of adjudication is a source of water available to YOU?

15 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

16 This Supplementally Responding Party objects to this interrogatory on the grounds that it
17 is overbroad and the documents requested are equally available to the propounding party, and, to
18 the extent the documents are not available, it would be unduly burdensome and oppressive for
19 this Supplementally Responding Party to obtain the documents. This Supplementally
20 Responding Party further objects to this interrogatory on the grounds that the documents have
21 already been produced, have been posted to the Court's website, or are protected by the attorney-
22 client privilege, attorney work product doctrine, or the right of privacy. This Supplementally
23 Responding Party also objects to this interrogatory in that it calls for a legal conclusion, expert
24 opinion, and/or information that is protected by the attorney work product doctrine and the
25 attorney-client privilege. This Supplementally Responding Party further objects to this
26 interrogatory on the grounds that this Supplementally Responding Party has not yet completed

1 discovery and has not yet completed preparation for the Phase 5 Trial, and specifically reserves
2 the right to supplement its responses to include additional information as it becomes available.

3 In addition to documents which have already been and are being produced in this action,
4 and without waiving its objections, after further reasonable inquiry and a diligent search for
5 additional documents, this Supplementally Responding Party has not located any written
6 communications that are responsive to this interrogatory.

1 Verification by Authorized Individual:

2 Declaration under Penalty of Perjury:

3 I, Tim Sullivan, am the President of the Shadow Acres Mutual Water Company and have
4 personal knowledge of the facts set forth above.

5 If called to do so, I could and would competently testify to these facts under oath. I
6 declare under penalty of perjury under the laws of the State of California that the foregoing is
7 true and correct.

8 Executed this ____ day of December, 2013 at Palmdale, CA.

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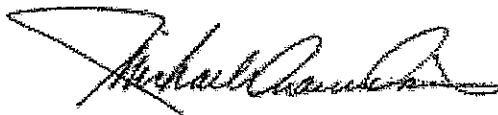
10 TIM SULLIVAN
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1 SIGNED BY ATTORNEY AS TO OBJECTIONS ONLY.

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3 DATED: December 23, 2013

Respectfully submitted,

4 GRESHAM SAVAGE NOTARIAN & TITEN, PC

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7 By:

MICHAEL DUANE DAVIS, ESQ.

MARLENE L. ALLEN-HAMMARLUND, ESQ.

DEREK R. HOFFMAN, EQ.

8 Attorneys for CROSS-DEFENDANT / CROSS-
9 COMPLAINANT, A. V. UNITED MUTUAL GROUP
10 and Cross-Defendants, ADAMS BENNETT
11 INVESTMENTS, LLC; MIRACLE IMPROVEMENT
12 CORPORATION dba GOLDEN SANDS MOBILE
13 HOME PARK, aka GOLDEN SANDS TRAILER
14 PARK, named as ROE 1121; ST. ANDREW'S
15 ABBEY, INC., named as ROE 623; SERVICE ROCK
16 PRODUCTS, L.P.; and SHEEP CREEK WATER
17 COMPANY, INC.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Re: *ANTELOPE VALLEY GROUNDWATER CASES*
Los Angeles County Superior Court Judicial Council Coordinated
Proceedings No. 4408; Santa Clara County Superior Court Case No. 1-05-CV-049053

I am employed in the County of San Bernardino, State of California. I am over the age of 18 years and not a party to the within action; my business address is: 550 East Hospitality Lane, Suite 300, San Bernardino, CA 92408-4205.

On December 23, 2013, I served the foregoing document(s) described as **SUPPLEMENTAL RESPONSES TO ANTELOPE VALLEY-EAST KERN WATER AGENCY'S FIRST SET OF SPECIAL INTERROGATORIES PROPOUNDED TO CROSS-DEFENDANTS / CROSS-COMPLAINANTS, EL DORADO MUTUAL WATER CO., LANDALE MUTUAL WATER CO., SHADOW ACRES MUTUAL WATER CO., SUNNYSIDE FARMS MUTUAL WATER CO., WESTSIDE PARK MUTUAL WATER CO., AND WHITE FENCE FARMS MUTUAL WATER CO., INC., [SIX OF THE 16 MUTUAL WATER COMPANIES THAT COMPRISE A. V. UNITED MUTUAL GROUP]** on the interested parties in this action in the following manner:

(X) **BY ELECTRONIC SERVICE** – I posted the document(s) listed above to the Santa Clara County Superior Court website, <http://www.scefilng.org>, in the action of the Antelope Valley Groundwater Cases,

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

Executed on December 23, 2013, at San Bernardino, California.



DINA M. SNIDER