

5 West Side Park 13

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Eldorado 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

) **RESPONSES TO ANTELOPE VALLEY-  
EAST KERN WATER AGENCY'S FIRST  
REQUEST FOR ADMISSIONS  
PROPOUNDED TO CROSS-  
DEFENDANTS / CROSS-  
COMPLAINANTS, ELDORADO  
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           **RESPONDING PARTIES:** Eldorado Mutual Water Co., Landale Mutual Water Co.,  
3 Shadow Acres Mutual Water Co., Sunnyside Farms Mutual Water Co., Westside Park Mutual  
4 Water Co., and White Fence Farms Mutual Water Co., Inc., [Six of the 16 Mutual Water  
5 Companies that Comprise A. V. United Mutual Group]

6           **SET NO.:** ONE

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

9           Cross-Defendants / Cross-Complainants, Eldorado 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  
13 their attorneys of record, Gresham Savage Nolan & Tilden, PC, by Michael Duane Davis,  
14 Marlene L. Allen-Hammarlund, and Derek R. Hoffman submit the following response to  
15 Antelope Valley-East Kern Water Agency's First Set of Request for Admissions Pursuant to the  
16 provisions of *Code of Civil Procedure* section 2033.010:

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1                                    **WEST SIDE PARK MUTUAL WATER COMPANY**

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3    **REQUEST FOR ADMISSION NO. 1:**

4            YOU do not claim the right to recapture or use return flows resulting from State Water  
5 Project water imported by AVEK.

6    **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

7            Deny.

8  
9    **REQUEST FOR ADMISSION NO. 2:**

10            YOU do not have any ownership interest in, or right to recapture or use, return flows  
11 resulting from State Water Project water imported by AVEK.

12    **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

13            Deny.

14  
15    **REQUEST FOR ADMISSION NO. 3:**

16            The amount of money YOU have paid directly to AVEK for the State Water Project  
17 water AVEK imports and delivers to YOU, is less than the total cost AVEK has incurred and paid  
18 for such water.

19    **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

20            This responding party does not have sufficient information regarding the total cost that  
21 AVEK has incurred and paid for such water, and on that basis cannot admit or deny this Request  
22 for Admission.

1 **REQUEST FOR ADMISSION NO. 4:**

2 YOU have not made any payments directly to the State of California or any of its  
3 subdivisions (other than AVEK) for the State Water Project water AVEK has imported and  
4 delivered to YOU.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

6 This responding party does not have sufficient information regarding the application of  
7 taxes, assessments, fees, charges and other monies that have been paid to the State of California  
8 by this Mutual Water Company and by its shareholders, and on that basis cannot admit or deny  
9 this Request for Admission.

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11 **REQUEST FOR ADMISSION NO. 5:**

12 All direct payments to the State of California have been paid by AVEK (and indirectly by  
13 its taxpayers) for construction and maintenance of the infrastructure needed to deliver to you  
14 State Water Project water imported by AVEK.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

16 This responding party does not have sufficient information regarding the total cost that  
17 AVEK has incurred and paid for such water, and on that basis cannot admit or deny this Request  
18 for Admission.

19 **REQUEST FOR ADMISSION NO. 6:**

20 No AVEK customer has made any direct payments to the State of California for the State  
21 Water Project water imported by AVEK.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

23 This responding party does not have sufficient information regarding the direct payment  
24 of money by all AVEK customers to the State of California for the State Water Project water  
25 imported by AVEK, and on that basis cannot admit or deny this Request for Admission.

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1 **REQUEST FOR ADMISSION NO. 7:**

2 AVEK is both a wholesaler and retailer of State Water Project water – wholesaling water  
3 to the Public Water Suppliers, and retailing water to end users (including AVEK’s agricultural  
4 and other private customers).

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

6 This responding party does not have sufficient information regarding AVEK’s status as a  
7 wholesaler and/or retailer of State Water Project water, or regarding who the users are of water  
8 that AVEK distributes, and on that basis cannot admit or deny this Request for Admission.

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10 **REQUEST FOR ADMISSION NO. 8:**

11 AVEK has not assigned or transferred to any other person its right to recapture or use the  
12 return flows resulting from the State Water Project water AVEK imports into the area of  
13 adjudication.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

15 This responding party does not have sufficient information regarding whether AVEK has  
16 assigned or transferred its right to recapture or use the return flows, and on that basis cannot  
17 admit or deny this Request for Admission.

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19 **REQUEST FOR ADMISSION NO. 9:**

20 AVEK has not abandoned or otherwise relinquished its claimed right to recapture and use  
21 return flows resulting from the State Water Project water AVEK imports into the area of  
22 adjudication.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

24 This responding party does not have sufficient information regarding whether AVEK has  
25 or has not abandoned or otherwise relinquished its claims right to recapture or use the return  
26 flows, and on that basis cannot admit or deny this Request for Admission.

1 **REQUEST FOR ADMISSION NO. 10:**

2 California's Department of Water Resources ("DWR") has never claimed a right to return  
3 flows resulting from the State Water Project water AVEK has imported into the area of  
4 adjudication.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

6 This responding party does not have sufficient information regarding whether or not  
7 California's Department of Water Resources has ever claimed a right to return flows resulting  
8 from the State Water Project water AVEK has imported into the area of adjudication, and on that  
9 basis cannot admit or deny this Request for Admission.

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11 **REQUEST FOR ADMISSION NO. 11:**

12 DWR has never manifested an "intent" to recapture the return flows resulting from the  
13 State Water Project water AVEK has imported into the area of adjudication.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

15 This responding party does not have sufficient information regarding whether or not  
16 DWR has production wells in the area of adjudication capable of capturing return flows, and on  
17 that basis cannot admit or deny this Request for Admission.

18  
19 **REQUEST FOR ADMISSION NO. 12:**

20 DWR does not have production wells in the area of adjudication capable of capturing  
21 return flows.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

23 This responding party does not have sufficient information regarding whether or not  
24 DWR has production wells in the area of adjudication capable of capturing return flows, and on  
25 that basis cannot admit or deny this Request for Admission.

1 **REQUEST FOR ADMISSION NO. 13:**

2 The water rates charged to AVEK's customers do not recover some of the fixed and  
3 variable costs incurred and paid by AVEK relating to the State Water Project facilities.

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

5 This responding party does not have sufficient information regarding whether or not the  
6 water rates charged to AVEK's customers do not recover some of the fixed and variable costs  
7 incurred and paid by AVEK relating to the State Water Project facilities, and on that basis cannot  
8 admit or deny this Request for Admission.

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10 **REQUEST FOR ADMISSION NO. 14:**

11 The water rates charged to AVEK's customers do not recover some of the fixed and  
12 variable costs incurred and paid by AVEK relating to its own internal transportation, treatment  
13 and delivery facilities.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

15 This responding party does not have sufficient information regarding whether or not the  
16 water rates charged to AVEK's customers recover some of the fixed and variable costs incurred  
17 and paid by AVEK relating to its own internal transportation, treatment and delivery facilities,  
18 and on that basis cannot admit or deny this Request for Admission.

19  
20 **REQUEST FOR ADMISSION NO. 15:**

21 None of AVEK's customers pay the full cost of the State Water Project water which is  
22 imported and sold to them by AVEK.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

24 This responding party does not have sufficient information regarding whether or not  
25 AVEK's customers pay the full cost of the State Water Project water which is imported and sold  
26 to them by AVEK, and on that basis cannot admit or deny this Request for Admission.



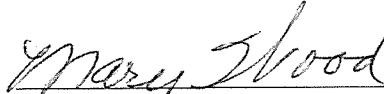
1 **Verification by Authorized Individual:**

2 **Declaration under Penalty of Perjury:**

3 I, Mary Wood, am the Board Member of the West Side Park Mutual Water Company and  
4 have 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 5<sup>th</sup> day of December, 2013 at Palmdale, CA.

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11 MARY WOOD  
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1 SIGNED BY ATTORNEY AS TO OBJECTIONS ONLY.

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3 DATED: December 5, 2013

Respectfully submitted,

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GRESHAM SAVAGE NOTARI & TIDEN, PC

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By:

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MICHAEL DUANE DAVIS, ESQ.

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MARLENE L. ALLEN-HAMMARLUND, ESQ.

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DEREK R. HOFFMAN, EQ.

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Attorneys for CROSS-DEFENDANT / CROSS-  
COMPLAINANT, A. V. UNITED MUTUAL GROUP  
and Cross-Defendants, ADAMS BENNETT  
INVESTMENTS, LLC; MIRACLE IMPROVEMENT  
CORPORATION dba GOLDEN SANDS MOBILE  
HOME PARK, aka GOLDEN SANDS TRAILER  
PARK, named as ROE 1121; ST. ANDREW'S  
ABBEY, INC., named as ROE 623; SERVICE ROCK  
PRODUCTS, L.P.; and SHEEP CREEK WATER  
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 6, 2013, I served the foregoing document(s) described as **RESPONSES TO ANTELOPE VALLEY-EAST KERN WATER AGENCY'S FIRST REQUEST FOR ADMISSIONS PROPOUNDED TO CROSS-DEFENDANTS / CROSS-COMPLAINANTS, ELDORADO 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.scefiling.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 6, 2013, at San Bernardino, California.



DINA M. SNIDER