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A.V. UNITED MUTUALS 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; WHITE FENCE FARMS PRODUCTS, L.P.; and
SHEEP CREEK WATER COMPANY, INC.

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:

) **CROSS-DEFENDANT/CROSS-
COMPLAINANT ANTELOPE VALLEY
UNITED MUTUALS GROUP'S
AMENDED TRIAL BRIEF FOR PHASE
5 TRIAL ON THE ISSUE OF RETURN
FLOWS FROM IMPORTED WATER**

**Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co.**
Superior Court of California, County of Los
Angeles, Case No. BC 325 201

) Phase 5 Trial Date: February 10, 2014
) Time: 9:00 A.M.
) Dept.: Dept. 1
) Judge: Hon. Jack Komar

**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

AND RELATED ACTIONS.

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 Cross-Defendants / Cross-Complainants, El Dorado Mutual Water Co. ("El Dorado"),
3 Landale Mutual Water Co. ("Landale"), Shadow Acres Mutual Water Co. ("Shadow Acres"),
4 Sunnyside Farms Mutual Water Co. ("Sunnyside Farms"), West Side Park Mutual Water Co.
5 ("West Side Park"), and White Fence Farms Mutual Water Co., Inc. ("White Fence Farms")
6 [which are six of the 16 mutual water companies that comprise the **A. V. UNITED MUTUALS**
7 **GROUP**, and are referred to herein collectively as "These Mutual Water Companies"], by and
8 through their attorneys of record, Gresham Savage Nolan & Tilden, PC, by Michael Duane
9 Davis, Marlene L. Allen-Hammarlund, and Derek R. Hoffman submit the following Amended
10 Trial Brief for the Phase 5 Trial proceedings. These six (6) members of the A. V. United
11 Mutuals Group are making a claim to return flows from imported water and will be participating
12 in the Phase 5 Trial on that issue. Any other mutual water company members of the A. V.
13 United Mutuals Group, or any other parties represented herein, who purchase imported water in
14 the future, should also have the right to returns flows from their imported water.

15 **I.**

16 **INTRODUCTION.**

17 These Mutual Water Companies have purchased State Water Project ("SWP") imported
18 water for decades for distribution to their customers, who are the stockholders in the respective
19 mutual water companies. Landale, Shadow Acres, Sunnyside Farms and White Fence Farms are
20 within the Antelope Valley – East Kern Water Agency's ("AVEK") service area and have
21 purchased their water directly from AVEK out of its SWP allotment. El Dorado and West Side
22 Park are within Palmdale Water District's ("PWD") service area and have purchased their water
23 from AVEK out of PWD's allotment under three-way agreements with AVEK and PWD.

24 It is anticipated that, in the future, at least eight (and possibly more) of the other members
25 of the A.V. United Mutuals Group, and potentially other parties represented herein, will also be
26 purchasing SWP imported water, and thus will be entitled to their return flows as well.

1 II.

2 **THE MUTUAL WATER COMPANIES PURCHASE AND USE**
3 **IMPORTED WATER AND ARE THEREFORE ENTITLED TO RETURN**
4 **FLows.**

5 These Mutual Water Companies have various agreements with AVEK and/or PWD
6 regarding the purchase, delivery and storage of SWP water.¹ Neither AVEK nor PWD have
7 retained any interest in the water sold to These Mutual Water Companies, who are the end users
8 of the purchased water. Accordingly, These Mutual Water Companies are entitled to the return
9 flows from imported water.

10 **A. These Mutual Water Companies Hold a Complete and Undivided Interest in the**
11 **Imported Water That They Bring Into the Basin and in the Resulting Return Flows.**

12 As articulated in the Court's Order After Hearing on January 27, 2014, by which the
13 Court denied AVEK's Motion for Summary Adjudication, the use of imported SWP water
14 results in a certain percentage of return flows, which enter the basin through recycling pools,
15 septic systems, or other percolation. "When that water is reintroduced into the aquifer, it
16 becomes part of the ground water in the basin and to the extent it is separate because there is
17 storage room, the [mutual water company] may be entitled to store that return flow. To the
18 extent that there is no storage, and it merges, there may still be value in drought or overdraft
19 conditions."²

20 Water Code § 7075 provides that water that has been appropriated "may be turned into
21 the channel of another stream, mingled, with its water, and then reclaimed; but in reclaiming it
22 the water already appropriated by another shall not be diminished." Accordingly, the "one who
23 brings water into a watershed may retain a prior right to it even after it is used." *City of Santa*
24

25 ¹ See, for example: (1) Agreement between PWD, AVEK and El Dorado dated April 1981 [marked as Exhibit 5-El
26 Dorado-6]; and (2) Agreement between AVEK and White Fence Farms, dated March 4, 2013 [marked as
Exhibit 5-White Fence Farms-17].

27 ² See, Order After Hearing on January 27, 2014, 1. Motion by Cross-Complainant Antelope Valley-East Kern Water
28 Agency ("AVEK") for Summary Judgment/Summary Adjudication," which was posted to the Santa Clara
County Superior Court website on January 30, 2014, which These Mutual Water Companies ask that this Court
take judicial notice of pursuant to California *Evidence Code* § 452(d) [marked as Exhibit 5-AVUMG-1].

1 *Maria v. Adam* (2012) 211 Cal.App.4th 266, 301 (citing *City of Los Angeles v. City of Glendale*
2 (1943) 23 Cal.2d 68, 76-77). “To preserve its right to return flows, an importer must manifest its
3 intent to recapture or otherwise use return flows.”³ As set forth herein, These Mutual Water
4 Companies deliver the imported water to their stockholders who use the water, some of which
5 percolates into the aquifer, thereby augmenting the groundwater in the Basin. These Mutual
6 Water Companies therefore have the right to their return flows from this imported water.

7 As set forth in Los Angeles County Waterworks District No. 40’s Opposition to AVEK’s
8 Motion for Summary Adjudication, pp. 6 to 7, it is well established that a selling party
9 relinquishes all rights and interests in the sold property unless the seller expressly reserves an
10 interest. (California *Civil Code* § 1105 [“A fee simple title is presumed to be intended to pass by
11 a grant of real property, unless it appears from the grant that a lesser estate was intended.”] and §
12 1084 [“The transfer of a thing transfers also all of its incidents, unless expressly excepted.”];
13 *American Enterprise, Inc. v. Van Winkle* (1952) 39 Cal.2d 210, 220 [“In the absence of some
14 exception, limitation or reservation, a grant deed is presumed to convey the grantor’s entire
15 interest.”]; *Long Beach v. Marshall* (1938) 11 Cal.2d 609, 613-14 [a transfer of real property is
16 presumed to be a grant of fee simple title]; California *Comm. Code* § 2401 [“Any retention or
17 reservation by the seller of the title (property) in goods shipped or delivered to the buyer is
18 limited in effect to a reservation of a security interest Unless otherwise explicitly agreed,
19 title passes to the buyer at the time and place at which the seller contemplates his performance
20 with reference to the physical delivery of the goods, despite any reservation of a security interest
21 and even though a document of title is to be delivered at a different time or place; and in
22 particular and despite any reservation of a security interest buy the bill of lading . . . [i]f the
23 contract requires delivery at destination, title passes on tender there.”].)⁴

24
25 ³ See, Order After Hearing on January 27, 2014, 1. Motion by Cross-Complainant Antelope Valley-East Kern Water
26 Agency (“AVEK”) for Summary Judgment/Summary Adjudication,” which was posted to the Santa Clara
County Superior Court website on January 30, 2014 , which these mutual water companies ask that this Court
take judicial notice of pursuant to California *Evidence Code* § 452(d) [marked as Exhibit 5-AVUMG-1].

27 ⁴ The A.V. United Mutual Water Companies incorporate herein by reference the Opposition to AVEK’s Motion for
28 Summary Adjudication which was filed by Los Angeles County Waterworks District No. 40, which was posted
to the Santa Clara County Superior Court website on December 27, 2013, and ask that this Court take judicial
notice of that document pursuant to California *Evidence Code* § 452(d) [marked as Exhibit 5-AVUMG-2].

1 There is no agreement, written or oral, by which AVEK or PWD reserved their rights to
2 return flows. Therefore, the mutual water companies that import water have a complete and
3 undivided interest in the SWP water they purchase from AVEK or PWD, including any return
4 flows from that imported water.

5 **B. These Mutual Water Companies are the End Users of Their Imported Water.**

6 These Mutual Water Companies are mutual benefit, non-profit corporations, the
7 stockholders of which are the owners of the real property within their respective service areas.⁵
8 When These Mutual Water Companies were organized, the property owners surrendered their
9 rights of control or regulation in the use of their water rights to These Mutual Water Companies
10 in exchange for stock in the corporation [see *Fuller v. Azusa Irrigating Co.* (1902) 138 Cal. 204,
11 213-214], without impairing or severing the right from the appurtenant land [see *Turner v.*
12 *Lowell Avenue Mutual Water Co.* (1951) 104 Cal.App.2d 204, 209; *In re Thomas' Estate* (1905)
13 147 Cal. 236, 242; *Woodstone Marble & Tile Co. v. Dunsmore Canyon Water Co.* (1920) 47
14 Cal.App. 72, 77], or changing the substance in the ownership of the right [see *Locke v. Yorba Irr.*
15 *Co.* (1950) 35 Cal.2d 205, 209]. The water rights remain the substance of individual ownership
16 after the formation of These Mutual Water Companies, as well as before [see *Hildreth v.*
17 *Montecito Creek Water Co.* (1903) 139 Cal. 22, 29], the only distinction being that it is held and
18 exercised by the mutual water companies under a formally different title [see *In re Thomas'*
19 *Estate, supra* at 242; *Locke v. Yorba Irr. Co., supra* at 209]. It is through These Mutual Water
20 Companies, which constructed, operated and maintained the production, storage and distribution
21 facilities, that the stockholders receive their water. The corporation is merely the agent of its
22 stockholders for the purpose of serving their several interests [see *Hildreth v. Montecito Creek*
23 *Water Co., supra* at 29].

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25
26 ⁵ See Map depicting locations of El Dorado MWC, Landale MWC, Shadow Acres MWC, Sunnyside Farms MWC,
27 West Side Park MWC and White Fence Farms MWC, on January 29, 2007 Map of Water Purveyors of
28 Antelope Valley, produced by Wildermuth Environmental, Inc. [marked as Exhibit 5-AVUMG-10]; see also,
Antelope Valley United Mutual Group's Responses to December 12, 2012 Discovery Order for Phase 4 Trial,
submitted under penalty of perjury and filed by posting on December 21, 2012 [marked Exhibits 5-El Dorado-8,
5-Landale-7, 5-Shadow Acres-7, 5-Sunnyside Farms-7, 5-West Side Park-10, 5-White Fence Farms-20].

The California Supreme Court, in *City of San Fernando* (1975) 14 Cal.3d 199, held that, with respect to water that the importer sells and delivers to a local water district, which the local district then delivers to the ultimate user – the local water district has the right to return flows. Therefore, since These Mutual Water Companies (the functional equivalent of the local water district) deliver the imported water they purchase to their customers (i.e., their stockholders), the mutual water companies have the right to their return flows. The Court of Appeal has also ruled in *City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 301-303, that retail purchasers of SWP water are entitled to return flows attributed to their respective water purchases. Consequently, These Mutual Water Companies are the retail purchasers and end users of the water purchased from State Water Project contractors, namely AVEK and/or PWD, and are entitled to the return flows attributed to the imported water that they purchase.

C. These Mutual Water Companies Have Imported Water Into the Basin for Decades and Are Entitled to Return Flows From Future Water Purchases.

These Mutual Water Companies will present evidence at the Phase 5 Trial showing the quantities of SWP water that have been purchased historically, most for over 30 years. A summary of the amounts purchased by These Mutual Water Companies is as follows:

A. V. UNITED MUTUALS WATER COMPANY	YEARS THAT IMPORTED WATER HAS BEEN PURCHASED	AMOUNT OF IMPORTED WATER PURCHASED DURING THAT PERIOD
El Dorado MWC	1982 to 2013	4,728 acre feet
Landale MWC	1991 to 2013	317 acre feet
Shadow Acres MWC	1988 to 2013	5272 acre feet
Sunnyside Farms MWC	1977 to 2013	7695 acre feet
West Side Park MWC	1982 to 2010	943 acre feet
White Fence Farms MWC	1983 to 2013	5,918 acre feet

AVEK does not deny that These Mutual Water Companies purchase imported water. In fact, AVEK specifically reports in its 2008 and 2010 Urban Water Management Plans that These

1 Mutual Water Companies have been purchasing imported water for years.⁶ There are also
2 numerous agreements between AVEK and These Mutual Water Companies regarding the
3 imported water that they purchase.

4 As stated above, it is anticipated that additional mutual water companies (that comprise
5 A.V. United Mutuals Group) and other parties represented herein will be purchasing imported
6 SWP water in the future. Those entities will also have the right to their return flows. The
7 members of the A.V. United Mutuals Group agree to accept the average return flow percentage
8 discussed at the Phase 3 Trial of thirty-nine percent (39%).⁷ This percentage appears to be a
9 sufficiently demonstrated average for the overall Antelope Valley basin.

10 **D. The Other Entities Represented Herein Should Be Entitled to Return Flows When**
11 **They Begin to Purchase Imported Water.**

12 In addition to These Mutual Water Companies, some of the other entities comprising the
13 A.V. United Mutuals Group, as well as the other entities represented herein, are planning to
14 likewise import SWP water into the Basin. Each of these entities should similarly be entitled to
15 the return flows associated with those water purchases.

16 **III.**

17 **THESE MUTUAL WATER COMPANIES PARTIALLY PAID FOR THE**
18 **INFRASTRUCTURE THAT AVEK USES TO DELIVER THE STATE**
19 **WATER PROJECT WATER.**

20 In addition to case law supporting that mutual water companies have the right to the
21 return flows from water they import, it is also important to note that each of These Mutual Water
22 Companies, as well as their stockholders, have paid a significant amount of money toward the
23 infrastructure that is used to deliver the SWP water. There is voluminous evidence that they

24 _____
25 ⁶ See, AVEK 2008 Urban Water Management Plan, dated January 13, 2009, pages 14-15 of 39 [marked as Exhibit
5-AVUMG-3]; see also, AVEK 2010 Urban Water Management Plan, dated June 20, 2011, pages 3-1 and 3-2
[marked as Exhibit 5-AVUMG-7].

26 ⁷ See, p. 17 of Court's Transcript from Phase 3 Trial proceedings on October 16, 2013, which is attached as Exhibit
27 LL to L.A. District No. 40's Supplemental Request for Judicial Notice of Phase Three Trial Testimonies and
Exhibits, which was posted to the Santa Clara County Superior Court website on January 24, 2014, which these
28 mutual water companies ask that this Court take judicial notice of pursuant to California *Evidence Code* §
452(d) [marked as Exhibit 5-AVUMG-4].

1 have paid at least part of the costs of the additional facilities needed to deliver the water
2 purchased from AVEK and/or PWD into the mutual water companies' distribution systems.

3 These documents include, but are not limited to:

- 4 1) Correspondence and itemization of expenses for the cost of the infrastructure from
5 AVEK.⁸
- 6 2) Newsletter distributed to stockholders of mutual water company explaining that the
7 cost to the mutual water companies and the stockholders for the infrastructure will be
8 "considerable."⁹
- 9 3) Evidence of capacity charges paid by These Mutual Water Companies and their
10 stockholders for infrastructure, including summaries of charges and AVEK's receipts
11 for capacity charges paid.¹⁰
- 12 4) Evidence of payments to AVEK for banking State Water Project water in the Water
13 Supply Stabilization Project No. 2 ("WSSP2") for later withdrawal.¹¹
- 14 5) Property tax bills showing amounts paid for "special water" taxes and other
15 assessments.¹²
- 16 6) Minutes of the mutual water companies' board meetings regarding the cost of
17 connecting to AVEK to acquire the State Water Project water.¹³

18 Since These Mutual Water Companies and their stockholders have paid part of the costs
19 for the infrastructure used to deliver the SWP water from AVEK to their service area, they have
20 invested in the infrastructure for the delivery of imported SWP water to their service areas. They
21 have paid for the water, have paid for the infrastructure to deliver the water, and have used the
22 water, all of which has collectively resulted in unused imported water being introduced into the
23 groundwater basin. Consequently they have the right to the return flows.

24 ⁸ See Exhibits marked as 5-White Fence Farms-18; 5-El Dorado-7; 5-El Dorado-14; 5-El Dorado-15, as exemplars.

25 ⁹ See Exhibit marked as 5-El Dorado-13.

26 ¹⁰ See Exhibits marked as 5-White Fence Farms-13; 5-White Fence Farms-14; 5-White Fence Farms-15, as
exemplars.

27 ¹¹ See Exhibit marked as 5-White Fence Farms-17.

28 ¹² See Exhibits marked as 5-Landale-2; 5-West Side Park-5; 5-White Fence Farms-11; 5-White Fence Farms-16, as
exemplars.

¹³ See Exhibit marked as 5-White Fence Farms-18, as an exemplar.

1 IV.

2 **THESE MUTUAL WATER COMPANIES STORE IMPORTED WATER**
3 **IN THE GROUNDWATER BASIN.**

4 These Mutual Water Companies store imported water in the groundwater Basin, whose
5 service areas are located in the Amargosa Creek wash area of the Basin.¹⁴ Most of the customers
6 of These Mutual Water Companies are on septic (rather than on sewer) systems, which means
7 that the unconsumed water goes back into the Amargosa Creek wash area of the Basin, through
8 the septic systems within their service area boundaries.

9 Experts evaluating the Antelope Valley have identified the area in which These Mutual
10 Water Companies are located to be a high priority location for groundwater recharge activities
11 due to favorable soil conditions.¹⁵ Data from wells located within the service areas of These
12 Mutual Water Companies confirms that subsurface soil conditions are sufficiently porous to be
13 able to receive and store percolating waters.¹⁶ Accordingly, unused water in the septic systems
14 of These Mutual Water Companies may percolate into and be stored in the Basin for subsequent
15 use. Accordingly, they have the legal right to their return flows pursuant to established case law
16 as set forth herein.

17 The A.V. United Mutuals Group water companies also have a contractual right to store
18 imported water with AVEK for later use. These mutual water companies have contracted to
19

20 ¹⁴ See Map depicting locations of El Dorado MWC, Landale MWC, Shadow Acres MWC, Sunnyside Farms MWC,
21 West Side Park MWC and White Fence Farms MWC, on January 29, 2007 Map of Water Purveyors of
22 Antelope Valley, produced by Wildermuth Environmental, Inc. [marked as Exhibit 5-AVUMG-10]; see also,
23 Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-Complainant Antelope Valley United
24 Mutuals Group's Offer Of Proof For Phase 5 Trial On The Issue Of Return Flows From Imported Water, filed
25 by posting on February 7, 2014.

26 ¹⁵ See "City of Palmdale's Proposition 1E Stormwater Flood Management Grant Proposal for the Upper Amargosa
27 Creek Flood Control, Recharge and Habitat Restoration Project", dated April 15, 2011 [marked as Exhibit 5-
28 AVUMG-5]; see "Study of Potential Recharge Sites in the Antelope Valley, prepared for Antelope Valley State
Water Contractors Association" by Stetson Engineers, Inc., dated September 2002 [marked as Exhibit 5-
AVUMG-8]; see also, Antelope Valley Integrated Regional Water Management Plan, 2007, with highlights for
emphasis [marked as Exhibit 5-AVUMG-9].

¹⁶ See Department of Water Resources, Bulletin No. 91-12 "Water Wells in the Eastern Part of the Antelope Valley
Area Los Angeles County, California" prepared by the U.S. Department of the Interior Geological Survey,
December 1966, pp. D-44 to D-46, D-49 to D-50, and D-116. These mutual water companies ask that this
Court take judicial notice of Bulletin 91-12 pursuant to California *Evidence Code* § 452(d) [marked as Exhibit
5-AVUMG-6].

bring the imported SWP water into the Basin, to store it until needed, call for its delivery, and after the water has been partially used, the unused component percolates back into the ground to be recovered at a later time. For example, White Fence Farms Mutual Water Company has a contract based “storage account” with AVEK where imported SWP water may be banked in the Water Supply Stabilization Project No. 2 (“WSSP2”) for later withdrawal by White Fence Farms, which AVEK has contracted to deliver to White Fence Farms, upon request. The imported SWP water in White Fence Farm’s storage account is contractually required to be retained for the sole use and benefit of White Fence Farms, and cannot be withdrawn for the benefit of any other person or entity, including AVEK, and cannot be commingled with that of any other person or entity.¹⁷ Other members of the A.V. United Mutuals Group have similar “storage accounts” and agreements with AVEK.

V.

CONCLUSION.

For purposes of the Return Flows portion of the Phase 5 Trial, El Dorado, Landale, Shadow Acres, Sunnyside Farms, West Side Park and White Fence Farms propose to enter into a Stipulation to establish evidentiary facts regarding: (1) the quantities of State Water Project water purchased through AVEK and PWD over the past three decades; (2) the agreements made with AVEK and PWD regarding the purchase, delivery and storage of SWP water; (3) the fees paid for the infrastructure needed to deliver the SWP water to These Mutual Water Companies’ customers; and (4) the fact that These Mutual Water Companies store the imported water that they have purchased in the groundwater basin for reproduction and reuse. These Mutual Water Companies are also prepared to present such further testimony or documentary evidence that this Court deems relevant to the issues being tried in the Phase 5 Trial.

In summary, These Mutual Water Companies have been purchasing imported SWP water, for which they have the right to the return flows. In addition, any other mutual water

¹⁷ See, for example, paragraphs (1)(e) and (f), page 2, of the Agreement Between AVEK and White Fence Farms, to Store Water at the Water Supply Stabilization Project No. 2, dated March 4, 2013 [marked as Exhibit 5-White Fence Farms-17.]

1 companies comprising the A. V. United Mutuals Group, or any other entities represented herein,
2 that purchase imported water in the future should also have the right to those return flows.

3
4 Dated: February 13, 2014

Respectfully submitted,

5 GRESHAM SAVAGE NOLAN & TILDEN, PC

6
7 By: 

8 Michael Duane Davis, Esq.

Marlene L. Allen-Hammarlund, Esq.

9 Derek R. Hoffman, Esq.

10 Attorneys for CROSS-DEFENDANT / CROSS-
COMPLAINANT, A. V. UNITED MUTUALS GROUP;
11 and CROSS-DEFENDANTS, ADAMS BENNETT
INVESTMENTS, LLC, MIRACLE IMPROVEMENT
12 CORPORATION dba GOLDEN SANDS MOBILE
HOME PARK, aka GOLDEN SANDS TRAILER PARK
[ROE 1121], ST. ANDREW'S ABBEY, INC. [ROE
13 623], WHITE FENCE FARMS 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 E Hospitality Lane, Suite 300, San Bernardino, CA 92408.

On February 13, 2014, I served the foregoing document(s) described as **CROSS-DEFENDANT/CROSS-COMPLAINANT ANTELOPE VALLEY UNITED MUTUALS GROUP'S AMENDED TRIAL BRIEF FOR PHASE 5 TRIAL ON THE ISSUE OF RETURN FLOWS FROM IMPORTED WATER** 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.scefilings.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 February 13, 2014, at San Bernardino, California.



DINA M. SNIDER