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Attorneys for Cross-Defendant/Cross-Complainant,  
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:

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

) **CROSS-DEFENDANT/CROSS-  
COMPLAINANT ANTELOPE VALLEY  
UNITED MUTUALS GROUP'S OFFER  
OF PROOF AND [PROPOSED]  
STIPULATION FOR PHASE 5 TRIAL  
ON THE ISSUE OF RETURN FLOWS  
FROM IMPORTED WATER;  
[PROPOSED] ORDER THEREON**

**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

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

**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, having either stipulated with  
10 and/or having received no material objections from any party, and based on the evidence  
11 identified in the Exhibit Lists of These Mutual Water Companies and the proposed testimony of  
12 the witness(es) identified in the Witness Lists of These Mutual Water Companies, which  
13 evidence is summarized in the Trial Brief of These Mutual Water Companies, makes the  
14 following Offers of Proof on the issue of return flows from imported water in the Phase 5 Trial:

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1 **OFFERS OF PROOF**

2 **OFFER OF PROOF NO. 1.**

3 These Mutual Water Companies have purchased imported State Water Project  
4 (“SWP”) water for distribution to their customers, who are the stockholders in the  
5 respective mutual water companies, in the following quantities:

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7 A. V. UNITED MUTUALS WATER 8 COMPANY	YEARS THAT IMPORTED WATER HAS BEEN PURCHASED	AMOUNT OF IMPORTED WATER PURCHASED DURING THAT PERIOD
9 El Dorado MWC	1982 to 2013	4,728 acre feet
10 Landale MWC	1991 to 2013	317 acre feet
11 Shadow Acres MWC	1988 to 2013	5272 acre feet
12 Sunnyside Farms MWC	1977 to 2013	7695 acre feet
13 West Side Park MWC	1982 to 2010	943 acre feet
14 White Fence Farms MWC	1983 to 2013	5,918 acre feet

15 Supporting Evidence:

16 (a) Summaries showing SWP water purchased. [Exhibits **5-El Dorado-1; 5-**  
17 **Landale-1; 5-Shadow Acres-1; 5-Sunnyside Farms-1; 5-West Side Park-1; 5-White Fence**  
18 **Farms-12.**]

19 (b) AVEK Water Deliveries Report, attached as “Exhibit 3” to Antelope Valley –  
20 East Kern Water Agency’s (“AVEK”) Proposed Stipulation of Facts for Phase 5 Trial, which  
21 contains annual delivery figures for the period of 1976 - 2013. When corrected for its math  
22 errors and an incomplete 2012 figure for White Fence Farms Mutual Water Company, the Report  
23 reflects the imported water deliveries for These Mutual Water Companies that are set forth in  
24 annual table, above.

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1 **OFFER OF PROOF NO. 2.**

2 Landale, Shadow Acres, Sunnyside Farms and White Fence Farms are within the  
3 AVEK service area and have purchased their water directly from AVEK out of its SWP  
4 allotment.

5 Supporting Evidence:

6 (a) Agreement between AVEK and White Fence Farms, dated March 4, 2013  
7 [Exhibit 5-**White Fence Farms-17**], as an exemplar.

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1 **OFFER OF PROOF NO. 3.**

2 El Dorado and West Side Park are within Palmdale Water District's ("PWD")  
3 service area and have purchased their water from AVEK out of PWD's SWP allotment  
4 under three-way agreements with AVEK and PWD.

5 Supporting Evidence:

6 (a) Agreement between PWD, AVEK and El Dorado dated April 1981 [Exhibit **5-El**  
7 **Dorado-6**], as an exemplar.

8 (b) Letter dated November 17,1993, from Harold M. Fones, General Manager at  
9 PWD, to the Board of Directors of PWD, regarding West Side Park and El  
10 Dorado [Exhibit **5-El Dorado-7**] as an exemplar.

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1 **OFFER OF PROOF NO. 4.**

2 **These Mutual Water Companies have various agreements with AVEK and/or PWD**  
3 **regarding the purchase, delivery and storage of SWP water.**

4 Supporting Evidence:

5 (a) Agreement between PWD, AVEK and El Dorado dated April 1981 [Exhibit **5-El**  
6 **Dorado-6**]; and (2) Agreement between AVEK and White Fence Farms, dated  
7 March 4, 2013 [Exhibit **5-White Fence Farms-17**], as exemplars.

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1 **OFFER OF PROOF NO. 5.**

2       Neither AVEK nor PWD have retained any interest in the water sold to any of  
3 These Mutual Water Companies. There is no agreement, written or oral, by which AVEK  
4 or PWD reserved any rights to return flows. Therefore, These Mutual Water Companies  
5 (like any other mutual water company) that import water have a complete and undivided  
6 interest in the SWP water they purchase from AVEK or PWD, including any return flows  
7 from that imported water.

8       Supporting Evidence:

- 9       (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-  
10 Complainant Antelope Valley United Mutuals Group's Offer Of Proof For Phase  
11 5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on  
12 February 7, 2014.
- 13       (b) Agreement between PWD, AVEK and El Dorado dated April 1981 [Exhibit **5-El**  
14 **Dorado-6**]; and (2) Agreement between AVEK and White Fence Farms, dated  
15 March 4, 2013 [Exhibit **5-White Fence Farms-17**], as exemplars.
- 16       (c) Minutes of White Fence Farms Mutual Water Company Board of Directors  
17 regarding entering into water purchase agreement with AVEK, dated September  
18 1, 1981, February 2, 1982, March 2, 1982, and July 6, 1982. [Exhibit **5-White**  
19 **Fence Farms-18.**]

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1 **OFFER OF PROOF NO. 6.**

2       The use of imported SWP water results in a certain percentage of return flows,  
3 which enter the Basin through recycling pools, septic systems, or other percolation. When  
4 that water is reintroduced into the aquifer, it becomes part of the groundwater in the Basin  
5 and to the extent it is separate because there is storage room, the mutual water company  
6 that imports the water is entitled to store that return flow. To the extent that there is no  
7 storage, and it merges, there may still be value in drought or overdraft conditions.

8       Supporting Evidence:

9       (a) Order After Hearing on January 27, 2014, 1. Motion by Cross-Complainant  
10 Antelope Valley-East Kern Water Agency (“AVEK”) for Summary  
11 Judgment/Summary Adjudication,” which was posted to the Santa Clara County  
12 Superior Court website on January 30, 2014) [Exhibit 5-AVUMG-1 to Request  
13 for Judicial Notice.]

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1 **OFFER OF PROOF NO. 7.**

2 **AVEK reports in its 2008 and 2010 Urban Water Management Plans that These**  
3 **Mutual Water Companies have been purchasing imported water.**

4 Supporting Evidence:

5 (a) AVEK 2008 Urban Water Management Plan, dated January 13, 2009, page 15 of 39  
6 [Exhibit **5-AVUMG-3** to Request for Judicial Notice.]

7 (b) AVEK 2010 Urban Water Management Plan, dated June 20, 2011, pages 3-1 and 3-2.  
8 [Exhibit **5-AVUMG-7** to Request for Judicial Notice.]

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1 **OFFER OF PROOF NO. 8.**

2       **These Mutual Water Companies accept the average return flow percentage of**  
3 **thirty-nine percent (39%) as the percentage right to return flows from the water that each**  
4 **mutual water company imports.**

5       Supporting Evidence:

- 6       (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-  
7       Complainant Antelope Valley United Mutuals Group's Offer Of Proof For Phase  
8       5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on  
9       February 7, 2014.
- 10       (b) Court's Transcript from Phase 3 Trial proceedings on October 16, 2013, which is  
11       attached as Exhibit LL to Los Angeles County Waterworks District No. 40's  
12       Supplemental Request for Judicial Notice of Phase Three Trial Testimonies and  
13       Exhibits, Pages 17-18 and 24-26, which was posted to the Santa Clara County  
14       Superior court website on January 24, 2014 [Exhibit 5-AVUMG-4].

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1 (g) Minutes of the mutual water companies' board meetings regarding the cost of  
2 connecting to AVEK to acquire the State Water Project water. [Exhibit **5-White**  
3 **Fence Farms-18**], as an exemplar.

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1 **OFFER OF PROOF NO. 10.**

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

7       Supporting Evidence:

- 8       (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-  
9 Complainant Antelope Valley United Mutuals Group's Offer Of Proof For Phase  
10 5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on  
11 February 7, 2014.
- 12       (b) Map depicting locations of El Dorado MWC, Landale MWC, Shadow Acres  
13 MWC, Sunnyside Farms MWC, West Side Park MWC and White Fence Farms  
14 MWC, on January 29, 2007 Map of Water Purveyors of Antelope Valley,  
15 produced by Wildermuth Environmental, Inc. [Exhibit **5-AVUMG-10**.]
- 16       (c) "City of Palmdale's Proposition 1E Stormwater Flood Management Grant  
17 Proposal for the Upper Amargosa Creek Flood Control, Recharge and Habitat  
18 Restoration Project", dated April 15, 2011. [Exhibit **5-AVUMG-5** to Request for  
19 Judicial Notice.]
- 20       (d) "Study of Potential Recharge Sites in the Antelope Valley, prepared for Antelope  
21 Valley State Water Contractors Association" by Stetson Engineers, Inc., dated  
22 September 2002. [Exhibit **5-AVUMG-8** to Request for Judicial Notice.]
- 23       (e) Antelope Valley Integrated Regional Water Management Plan, 2007, with  
24 highlights for emphasis. [Exhibit **5-AVUMG-9** to Request for Judicial Notice.]

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1 **OFFER OF PROOF NO. 11.**

2 Experts evaluating the Antelope Valley have identified the area in which These  
3 Mutual Water Companies are located to be a high priority location for future groundwater  
4 recharge activities due to favorable soil conditions. Data for wells located within the  
5 service areas of These Mutual Water Companies confirms that subsurface soil conditions  
6 are sufficiently porous to be able to receive and store percolating waters. Accordingly,  
7 unused water in the septic systems of These Mutual Water Companies may percolate into  
8 and be stored in the Basin for subsequent use.

9 Supporting Evidence:

- 10 (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-  
11 Complainant Antelope Valley United Mutuals Group's Offer Of Proof For Phase  
12 5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on  
13 February 7, 2014.
- 14 (b) Department of Water Resources, Bulletin No. 91-12 "Water Wells in the Eastern  
15 Part of the Antelope Valley Area Los Angeles County, California" prepared by  
16 the U.S. Department of the Interior Geological Survey, December 1966, pp. D-44  
17 to D-46, D-49 to D-50, and D-116. [Exhibit **5-AVUMG-6** to Request for Judicial  
18 Notice.]
- 19 (c) Map depicting locations of El Dorado MWC, Landale MWC, Shadow Acres  
20 MWC, Sunnyside Farms MWC, West Side Park MWC and White Fence Farms  
21 MWC, on January 29, 2007 Map of Water Purveyors of Antelope Valley,  
22 produced by Wildermuth Environmental, Inc. [Exhibit **5-AVUMG-10**.]
- 23 (d) "City of Palmdale's Proposition 1E Stormwater Flood Management Grant  
24 Proposal for the Upper Amargosa Creek Flood Control, Recharge and Habitat  
25 Restoration Project", dated April 15, 2011. [Exhibit **5-AVUMG-5** to Request for  
26 Judicial Notice.]

- 1 (e) “Study of Potential Recharge Sites in the Antelope Valley, prepared for Antelope  
2 Valley State Water Contractors Association” by Stetson Engineers, Inc., dated  
3 September 2002. [Exhibit **5-AVUMG-8** to Request for Judicial Notice.]  
4 (f) Antelope Valley Integrated Regional Water Management Plan, 2007, with  
5 highlights for emphasis. [Exhibit **5-AVUMG-9** to Request for Judicial Notice.]

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1 **OFFER OF PROOF NO. 12.**

2       **These Mutual Water Companies have a contractual right to store imported water**  
3 **with AVEK for later use. These Mutual Water Companies have contracted to bring the**  
4 **imported SWP water into the Basin, to store it until needed, call for its delivery, and after**  
5 **the water has been partially used, the unused component percolates back into the ground**  
6 **to be recovered at a later time.**

7       Supporting Evidence:

- 8       (a) Declaration of John Ukkestad In Support Of Cross-Defendant / Cross-  
9 Complainant Antelope Valley United Mutuals Group's Offer Of Proof For Phase  
10 5 Trial On The Issue Of Return Flows From Imported Water, filed by posting on  
11 February 7, 2014.
- 12       (b) Agreement Between AVEK and White Fence Farms to Store Water at the Water  
13 Supply Stabilization Project No. 2, dated March 4, 2013, paragraphs (1)(e) and  
14 (f), page 2 [Exhibit **5-White Fence Farms-17**], as an exemplar.

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Order for Phase 4 Trial, submitted under penalty of perjury and filed by posting on January 30, 2013. [Exhibit **5-Shadow Acres-8**.]

- (h) Antelope Valley United Mutual Group, Specifically Sunnyside Farms Mutual Water Company's, First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial, submitted under penalty of perjury and filed by posting on January 30, 2013. [Exhibit **5-Sunnyside Farms-8**.]
- (i) Antelope Valley United Mutual Group, Specifically Westside Park Mutual Water Company's, First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial, submitted under penalty of perjury and filed by posting on January 30, 2013. [Exhibit **5-West Side Park-11**.]
- (j) Antelope Valley United Mutual Group, Specifically White Fence Farms Mutual Water Company's, First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial, submitted under penalty of perjury and filed by posting on January 30, 2013. [Exhibit **5-White Fence Farms-21**.]
- (k) Minutes of the mutual water companies' board meetings regarding the cost of connecting to AVEK to acquire the State Water Project water. [Exhibit **5-White Fence Farms-18**], as an exemplar.

Dated: February 13, 2014

Respectfully submitted,

GRESHAM SAVAGE NOLAN & TILDEN, PC

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1 **[PROPOSED] STIPULATION**

2 The parties hereto stipulate and agree that the facts, information and documents provided  
3 herein and in the verified Discovery Responses (as supplemented and amended) which have been  
4 posted on the Court's website will not be contested, and are therefore deemed accepted, for  
5 purposes of the Phase 5 Trial.

6 **IT IS SO STIPULATED.**

7 Dated: February 13, 2014.

GRESHAM SAVAGE NOLAN & TILDEN, PC

9  
10 By: 

Michael Duane Davis  
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Derek R. Hoffman  
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CROSS-COMPLAINANT, A. V. UNITED  
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DEFENDANTS, ADAMS BENNETT  
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IMPROVEMENT CORPORATION dba  
GOLDEN SANDS MOBILE HOME  
PARK, aka GOLDEN SANDS TRAILER  
PARK [ROE 1121], ST. ANDREW'S  
ABBNEY, INC. [ROE 623], WHITE FENCE  
FARMS PRODUCTS, L.P., and SHEEP  
CREEK WATER COMPANY, INC.

18 Dated: February \_\_\_\_, 2014.

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23 Dated: February \_\_\_\_, 2014.

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28 -20-

1 Dated: February \_\_\_\_, 2014.

RICHARDS, WATSON & GERSHON

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3 By: \_\_\_\_\_  
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9 Dated: February \_\_\_\_, 2014.

MURPHY & EVERTZ

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14 Lancaster and Rosamond Community  
15 Services District

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17 Dated: February \_\_\_\_, 2014.

CALIFORNIA WATER SERVICE COMPANY

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22 Water Service Company

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24 Dated: February \_\_\_\_, 2014.

LEMIEUX & O'NEILL

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27 Wayne Lemieux  
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Creek Irrigation District, Palm Ranch  
Irrigation District, et al.

Dated: February \_\_\_\_, 2014.

LAGERLOF SENECA GOSNEY & KRUSE

By: \_\_\_\_\_  
Thomas Bunn III  
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Water District

1 Dated: February \_\_\_\_, 2014.

UNITED STATES OF AMERICA

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By: \_\_\_\_\_  
R. Lee Leininger  
U.S. Department of Justice  
Environment of Justice  
Attorneys for The United States of America

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6

7 Dated: February \_\_\_\_, 2014.

FAGEN, FRIEDMAN & FULFROST, LLP

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By: \_\_\_\_\_  
Daphne Borromeo Hall  
Attorneys for Antelope Valley Joint Union  
High School District

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12 Dated: February \_\_\_\_, 2014.

BRUNICK, McELHANEY & KENNEDY PLC

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By: \_\_\_\_\_  
William J. Brunick  
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17 Dated: February \_\_\_\_, 2014.

LAW OFFICES OF SHELDON BLUM

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Sheldon R. Blum  
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22 Dated: February \_\_\_\_, 2014.

McMURTREY, HARTSOCK & WORTH

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24

By: \_\_\_\_\_  
James Worth  
Attorneys for Boron Community Service  
District

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1 Dated: February \_\_\_\_, 2014.

SMILAND CHESTER LLP

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3 By: \_\_\_\_\_

Theodore A. Chester, Jr.  
Attorneys for Landinv, Inc., Bruce Burrows  
and 300 A 40 H, LLC, et al.

4  
5 Dated: February \_\_\_\_, 2014.

KRONICK, MOSKOVITZ, TIEDEMANN &  
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8 By: \_\_\_\_\_

9 Janet K. Goldsmith  
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10 Angeles, Department of Airports

11 Dated: February \_\_\_\_, 2014.

BARTKIEWICZ, KRONICK & SHANAHAN, a  
professional corporation

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14 By: \_\_\_\_\_

15 Ryan S. Bezerra  
Andrew Ramos  
Attorneys for Cross-Defendant, Copa De  
16 Oro Land Company

17 Dated: February \_\_\_\_, 2014.

ELLISON, SCHNEIDER & HARRIS L.L.P.

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19 By: \_\_\_\_\_

20 Christopher M. Sanders  
Attorneys for Cross-Defendants, County of  
21 Sanitation Districts Nos. 14 and 20 of Los  
Angeles County

22 Dated: February \_\_\_\_, 2014.

THE LAW OFFICES OF YOUNG  
WOOLDRIDGE, LLP

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24  
25 By: \_\_\_\_\_

26 Scott K. Kuney  
Attorneys for Craig Van Dam, Gary Van  
27 Dam, Delmar D. Van Dam, Gertrude J. Van  
Dam and WDS California II, LLC

28 -23-

1 Dated: February \_\_\_\_, 2014.

LeBEAU THELEN, LLP

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By: \_\_\_\_\_

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Bob H. Joyce  
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7 Dated: February \_\_\_\_, 2014.

BROWNSTEIN HYATT FARBER SCHRECK,  
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14 Dated: February \_\_\_\_, 2014.

ALSTON & BIRD LLP

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19 Dated: February \_\_\_\_, 2014.

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Robert G. Kuhs  
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24 Dated: February \_\_\_\_, 2014.

CLIFFORD & BROWN

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-24-



1 Dated: February \_\_\_\_, 2014.

HERUM/CRABTREE

3 By: \_\_\_\_\_

4 Jeanne M. Zolezzi  
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6 Attorneys for Cross-Defendant, Antelope  
7 Valley Water Storage, LLC

8 Dated: February \_\_\_\_, 2014.

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12 Alpine, LLC

13 Dated: February \_\_\_\_, 2014.

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16 Attorneys for Little Rock Sand and Gravel,  
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18 Trust, et al.

19 Dated: February \_\_\_\_, 2014.

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24 Dated: February \_\_\_\_, 2014.

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26 David J. Aleshire  
27 William W. Wynder  
28 Wesley A. Miliband  
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1 Dated: February \_\_\_\_, 2014.

LAW OFFICES OF FRANK SATALINO

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3 By: \_\_\_\_\_  
4 Frank Satalino  
5 Attorneys for Defendants, Rosamond Ranch,  
L.P.; Elias Shokrian; and Shirley Shokrian

6 Dated: February \_\_\_\_, 2014.

CALIFORNIA DEPARTMENT OF JUSTICE

7  
8 By: \_\_\_\_\_  
9 Noah Golden-Krasner  
Attorneys for State of California, et al.

10  
11 Dated: February \_\_\_\_, 2014.

MORRISON & FOERSTER

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13 By: \_\_\_\_\_  
14 William M. Sloan  
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15 Attorneys for U.S. Borax Inc.

16 Dated: February \_\_\_\_, 2014.

HANNA & MORTON LLP

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19 Edward S. Renwick  
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20 Company LLC

21 Dated: February \_\_\_\_, 2014.

LAW OFFICES OF MICHAEL D. McLACHLAN,  
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24 Michael D. McLachlan  
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the Class

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Dated: February \_\_\_\_, 2014.

KRAUSE, KALFAYAN, BENINK & SLAVENS  
LLP

By: \_\_\_\_\_  
Ralph B. Kalfayan  
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Attorneys for Plaintiff Rebecca Lee Willis  
and the Class

Dated: February \_\_\_\_, 2014.

\_\_\_\_\_  
By: \_\_\_\_\_  
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Attorneys for

Dated: February \_\_\_\_, 2014.

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By: \_\_\_\_\_  
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Attorneys for

Dated: February \_\_\_\_, 2014.

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Attorneys for

Dated: February \_\_\_\_, 2014.

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By: \_\_\_\_\_  
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Attorneys for

1 Dated: February \_\_\_\_, 2014.

By: \_\_\_\_\_

Attorneys for

5 Dated: February \_\_\_\_, 2014.

By: \_\_\_\_\_

Attorneys for

10 Dated: February \_\_\_\_, 2014.

By: \_\_\_\_\_

Attorneys for

15 Dated: February \_\_\_\_, 2014.

By: \_\_\_\_\_

Attorneys for

19 Dated: February \_\_\_\_, 2014.

By: \_\_\_\_\_

Attorneys for

24 Dated: February \_\_\_\_, 2014.

By: \_\_\_\_\_

Attorneys for

-28-

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CROSS-DEFENDANT/CROSS-COMPLAINANT ANTELOPE VALLEY UNITED MUTUALS GROUP'S  
OFFER OF PROOF AND [PROPOSED] STIPULATION FOR PHASE 5 TRIAL ON THE ISSUE OF RETURN  
FLOWS FROM IMPORTED WATER; [PROPOSED] ORDER THEREON

A785-000 -- 1276147.4

1 **[PROPOSED] ORDER**

2 **THE COURT FINDS THAT** the Offer of Proof made by El Dorado Mutual Water Co.  
3 (“El Dorado”), Landale Mutual Water Co. (“Landale”), Shadow Acres Mutual Water Co.  
4 (“Shadow Acres”), Sunnyside Farms Mutual Water Co. (“Sunnyside Farms”), West Side Park  
5 Mutual Water Co. (“West Side Park”), and White Fence Farms Mutual Water Co., Inc. (“White  
6 Fence Farms”) is either stipulated to or not materially contested by any party.

7 **THE COURT FURTHER FINDS THAT** the Offer of Proof satisfies the requirements  
8 of this Court for the purposes of the Phase 5 Trial proceedings, and that El Dorado Mutual Water  
9 Co., Landale Mutual Water Co., Shadow Acres Mutual Water Co., Sunnyside Farms Mutual  
10 Water Co., West Side Park Mutual Water Co., and White Fence Farms Mutual Water Co., Inc.  
11 have established their rights to return flows from the water they import into the Basin.

12 **IT IS HEREBY ORDERED** that this Order shall not preclude any of the members of  
13 the A. V. United Mutuals Group from introducing in a later phase evidence to support its claimed  
14 water rights. All parties have reserved their rights to produce any evidence to support their  
15 claimed water rights and to make any related legal arguments including, without limitation,  
16 arguments based on any applicable constitutional, statutory, or decisional authority.

17 **IT IS FURTHER ORDERED** that pursuant to the Stipulation(s) of the parties to this  
18 action and/or upon the failure of any party to make a valid objection thereto; and based upon the  
19 offers of proof and/or evidence presented to this Court, the evidence presented by the A. V.  
20 United Mutuals Group is accepted by this Court and deemed admitted.

21 **IT IS SO ORDERED:**

22  
23 DATED: \_\_\_\_\_, 2014.

24 \_\_\_\_\_  
HONORABLE JACK KOMAR

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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, 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 OFFER OF PROOF AND [PROPOSED] STIPULATION FOR PHASE 5 TRIAL ON THE ISSUE OF RETURN FLOWS FROM IMPORTED WATER; [PROPOSED] ORDER THEREON** 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 February 13, 2014, at Riverside, California.

  
\_\_\_\_\_  
DINA M. SNIDER