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Attorneys for Cross-Defendant, ADAMS
BENNETT INVESTMENTS, LLC; Cross-
Defendants and Cross-Complainants, ANTELOPE
VALLEY UNITED MUTUALS GROUP
[comprised of Antelope Park Mutual Water Co.,
Aqua-J Mutual Water Co., Averydale Mutual Water
Co., Baxter Mutual Water Co., Bleich Flat Mutual
Water Co., Colorado Mutual Water Co., Eldorado
Mutual Water Co., Evergreen Mutual Water Co.,
Land Projects Mutual Water Co., Landale Mutual
Water Co., Shadow Acres Mutual Water Co.,
Sundale Mutual Water Co., Sunnyside Farms
Mutual Water Co., Tierra Bonita Mutual Water Co.,
Westside Park Mutual Water Co. and White Fence
Farms Mutual Water Co.]; and Cross-Defendants,
MIRACLE IMPROVEMENT CORPORATION
DBA GOLDEN SANDS MOBILE HOME PARK,
AKA GOLDEN SANDS TRAILER PARK,
NAMED AS ROE 1121; SAINT ANDREW'S
ABBNEY, INC., NAMED AS ROE 623; SERVICE
ROCK PRODUCTS, L.P.; and SHEEP CREEK
WATER COMPANY

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

) **PROVE-UP TRIAL BRIEF OF CROSS-
DEFENDANT/CROSS-COMPLAINANT,
ANTELOPE PARK MUTUAL WATER
COMPANY, A MEMBER OF THE
ANTELOPE VALLEY UNITED
MUTUALS GROUP**

CAPTION CONTINUED ON NEXT PAGE

1	Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.)	PROVE-UP
2	Superior Court of California, County of Kern, Case No. S-1500-CV-254-348)	Trial Date: September 28, 2015
3)	Time: 10:00 A.M.
4	Wm. Bolthouse Farms, Inc. v. City of Lancaster)	Dept.: Dept. 1, Los Angeles
5	Diamond Farming Co. v. City of Lancaster)	Judge: Hon. Jack Komar
6	Diamond Farming Co. v. Palmdale Water Dist.)	
7	Superior Court of California, County of Riverside, consolidated actions, Case Nos. RIC 353 840, RIC 344 436, RIC 344 668)	
8)	
9	AND RELATED ACTIONS)	

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

Cross-Defendant, **ANTELOPE PARK MUTUAL WATER COMPANY, A MEMBER OF THE ANTELOPE VALLEY UNITED MUTUAL GROUP** ("Antelope Park MWC") by and through its attorneys of record, Michael Duane Davis, Esq., Marlene L. Allen-Hammarlund, Esq. and Derek R. Hoffman, Esq. of Gresham Savage Nolan & Tilden, PC, hereby submits the following Trial Brief for the Phase 6 [Prove-Up] Trial proceedings. Antelope Park MWC's Witness List, Exhibit List and Declaration in Support of Phase 6 [Prove-Up] Trial have been separately submitted.

1. PARTY: Antelope Park MWC is an active California mutual benefit non-profit corporation, with an entity address of Post Office Box 1712, Lancaster, CA 93539. It was formed on April 25, 1947. Its membership is comprised of the owners of the 162 mostly ½ acre lots that are situated within its hereafter-described service area. Antelope Park MWC's 115 active services serve the properties within Antelope Park MWC's service area that have been improved with a residence, and stand by to serve the unimproved properties when improved. Upon the formation of Antelope Park MWC as a mutual benefit, non-profit corporation, the overlying groundwater rights of the owners of the properties within the service area (who became the initial shareholders) became the rights of the mutual water company and have, ever since, been exercised by the mutual water company and not by the individual property

1 owners/shareholders. There was no known express reservation of the overlying groundwater
2 rights by the individual property owners at the time of formation. The property
3 owners/shareholders simply pooled their collective water and (through the mutual water
4 company) constructed, operated and maintained the production, storage and distribution system
5 by which they all receive water for their domestic purposes. Accordingly, the property owners/
6 shareholders exchanged their overlying water rights for the right to have water delivered to their
7 individual properties. [See *Erwin v. Gage Canal Company* (1964) 226 Cal.App.2d 189; see also
8 *Hildreth v. Montecito Creek Water Co.* (1903) 139 Cal. 22, 29; see also *City of Glendale v.*
9 *Crescenta etc. Water Co.* (1955) 135 Cal.App.2d 784, 801]. As such, though each shareholder
10 has an interest in the Antelope Park MWC which owns the water rights, production, storage and
11 distribution facilities, and has the right to receive water upon development and demand, the
12 Antelope Park MWC is the owner of those certain rights, titles and interests in properties that
13 overlie the Antelope Valley Area of Adjudication as determined by the Court.

14 **2. PROPERTY [Service Area]:** Antelope Park MWC's service area
15 ("Property"), which is comprised of eighty (80) acres including the production, storage and
16 distribution facilities thereto appertaining, is located in the County of Los Angeles, and is
17 described as follows: North Boundary: Ave K; South Boundary: Ave K-8; East Boundary: 18th
18 St West; and West Boundary: 20th St West ("Service Area").

19 **3. CLAIMS TO GROUNDWATER PRODUCTION WITHIN THE**
20 **ADJUDICATION AREA:** Antelope Park MWC claims the right to produce and use
21 groundwater to serve its shareholders / customers within its Service Area. The maximum
22 amount of groundwater produced from the Property, measured in acre feet, for the following
23 calendar years is as follows:

- 24 a. 2000: 170.7
- 25 b. 2001: 162.8
- 26 c. 2002: 174.1
- 27 d. 2003: 166.7
- 28 e. 2004: 169.5

1 f. 2011: 244.7

2 g. 2012 [January through November]: 172.8

3 The maximum amount of groundwater produced from the Property for the members of
4 the Antelope Valley United Mutuals Group (which was allocated by and amongst the members of
5 the Group), including that supplemented by the In-Lieu Water purchased from AVEK by some of
6 the members of the Group, is collectively greater than both the Pre-Rampdown Production and
7 Overlying Production Right stated in the Proposed Judgment and Physical Solution.

8 **4. DETERMINATION OF PRODUCTION:** Antelope Park MWC determined
9 the amount of groundwater produced from the Property from pump tests and SCE electric power
10 records.

11 **5. USE:** The use(s) to which the groundwater produced from the Property for the
12 calendar years listed above was for the provision of domestic water service to its mutual
13 members, all of which are single family residential properties, except for 8 commercial
14 properties that include a car wash and mini-mart. As such, the domestic purposes to which
15 Antelope Park MWC puts its water is the highest use under *Water Code* § 106.

16 **6. SUPPORTING INFORMATION AND DATA:**

17 a. Responses to December 12, 2012 Discovery Order for Phase 4 Trial,
18 submitted under penalty of perjury, and filed by posting on December 21, 2012
19 [Court Website, Document Nos. 5573 and 5574];

20 b. First Supplemental Responses to December 12, 2012 Discovery Order for
21 Phase 4 Trial, submitted under penalty of perjury, and filed by posting on January
22 30, 2013 [Court Website, Document Nos. 5882 through 5883]; and

23 c. Second Supplemental Responses to December 12, 2012 Discovery Order
24 for Phase 4 Trial, submitted under penalty of perjury, and filed by posting on May
25 28, 2013 [Court Website, Document No. 6798].

26 **7. OFFER OF PROOF:** On September 16, 2015, Antelope Park MWC
27 posted its *Declaration of Antelope Park Mutual Water Company In Support of Prove-Up Trial*
28 [Court Website, Document No. 10460], which details its existence as a California corporate

1 mutual water company; describes its Property [Service Area] boundaries; states the [above-
2 stated] amount of groundwater that it produced from 2000 through 2004 and from 2011 through
3 2012 [the 2011 and 2012 production having been established by the Court in the Phase 4 Trial]
4 and how it was determined; and describes the uses to which the produced water has been put.

5 Antelope Park MWC will offer the *Declaration of Antelope Park Mutual Water Company*
6 *In Support of Prove-Up Trial* to establish the facts declared therein and ask the Court, subject to
7 proper objection(s) and cross-examination(s), to admit the facts therein declared into evidence to
8 establish Antelope Park MWC's claims and rights under the [Proposed] Judgment and Physical
9 Solution.

10 Should the Court require Antelope Park MWC to call its designated witness(es), it
11 requests that the Court give it time to arrange for the designated witness(es) to appear in Court
12 and submit their testimony, to the extent required.

13 Dated: September 22, 2015

GRESHAM SAVAGE NOLAN & TILDEN, PC

14 By: 

15 MICHAEL DUANE DAVIS, ESQ.
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18 Attorneys for CROSS-DEFENDANT / CROSS-
19 COMPLAINANT, A. V. UNITED MUTUAL
20 GROUP [comprised of Antelope Park Mutual
21 Water Co., Aqua-J Mutual Water Co., Averydale
22 Mutual Water Co., Baxter Mutual Water Co.,
23 Bleich Flat Mutual Water Co., Colorado Mutual
24 Water Co., Eldorado Mutual Water Co., Evergreen
25 Mutual Water Co., Land Projects Mutual Water
26 Co., Landale Mutual Water Co., Shadow Acres
27 Mutual Water Co., Sundale Mutual Water Co.,
28 Sunnyside Farms Mutual Water Co., Tierra Bonita
Mutual Water Co., Westside Park Mutual Water
Co. and White Fence Farms Mutual Water Co.];
and CROSS-DEFENDANTS, ADAMS BENNETT
INVESTMENTS, LLC, MIRACLE
IMPROVEMENT CORPORATION dba
GOLDEN SANDS MOBILE HOME PARK, aka
GOLDEN SANDS TRAILER PARK [ROE 1121],
ST. ANDREW'S ABBEY, INC. [ROE 623],
WHITE FENCE FARMS PRODUCTS, L.P., and
SHEEP CREEK WATER COMPANY, INC.

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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.

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