

EXHIBIT 4

DOUGLAS J. EVERTZ, SBN 123066
MURPHY & EVERTZ, LLP
650 Town Center Drive, Suite 550
Costa Mesa, California 92626
Telephone: (714) 277-1700
Fax: (714) 277-1777

Exempt from filing fee
Government Code § 6103

*Attorneys for Defendant, Cross-Complainant
and Cross-Defendant CITY OF LANCASTER*

[NAMES OF ADDITIONAL MOVING PARTIES ON FOLLOWING PAGES]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

**ANTELOPE VALLEY GROUNDWATER
CASES**

Included Actions:

Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co.
Superior Court of California, County of
Los Angeles, Case No. BC325201;

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.

LASC, Case No. BC 325201

Judicial Council Coordination
Proceeding No. 4408

Santa Clara Case No. 1-05-CV 049053
Assigned to The Honorable Jack Komar

**EX PARTE APPLICATION OF
"MOVING PRINCIPALS" FOR
CONTINUANCE OF TRIAL;
DECLARATION OF DOUGLAS J.
EVERTZ IN SUPPORT OF
APPLICATION**

DATE: July 29, 2010

TIME: 9:00 a.m.

DEPT: 12 [Santa Clara]

Trial Date: September 27, 2010

///

///

///

{00002277.3 }

1 Thomas S. Bunn III, SBN 89502
Lagerlof, Senecal, Gosney & Kruse, LLP
2 301 N. Lake Avenue, 10th Floor
Pasadena, CA 91101
3 Telephone: (626) 793-9400
Facsimile: (626) 793-5900
4

*Attorneys for Defendant and Cross-Complainant
5 Palmdale Water District*

6 Michael D. McLachlan, SBN 181705
LAW OFFICES OF MICHAEL D. McLACHLAN, APC
7 10490 Santa Monica Boulevard
Los Angeles, California 90025
8 Telephone: (310) 954-8270
Fax: (310) 954-8271
9

Attorneys for Plaintiff Richard Wood and the Class

10 Richard G. Zimmer, SBN 107263
11 CLIFFORD & BROWN
Bank of America Building
12 1430 Truxtun Avenue, Suite 900
Bakersfield, California 93301
13 Telephone: (310) 661) 322-6023

*Attorneys for Bolthouse Properties, LLC and
14 Wm. Bolthouse Farms, Inc.*

15 Michael T. Fife, SBN 203025
16 BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
17 Santa Barbara, CA 93101
Telephone: (805) 963-7000
18 Facsimile: (805) 965-4333

19 *Attorneys for B.J. Calandri, John Calandri, John Calandri as Trustee of the John and B.J.*
20 *Calandri 2001 Trust, Forrest G. Godde, Forrest G. Godde as Trustee of the Forrest G. Godde*
21 *Trust, Lawrence A. Godde, Lawrence A. Godde and Godde Trust, Kootenai Properties, Inc.,*
22 *Gailen Kyle, Gailen Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee*
23 *of the Kyle Family Trust, Julia Kyle, Wanda E. Kyle, Eugene B. Nebeker, R and M Ranch, Inc.,*
24 *Edgar C. Ritter, Paula E. Ritter, Paula E. Ritter as Trustee of the Ritter Family Trust, Trust, Hines*
25 *Family Trust, Malloy Family Partners, Consolidated Rock Products, Calmat Land Company,*
26 *Marygrace H. Santoro as Trustee for the Marygrace H. Santoro Rev. Trust, Marygrace H.*
27 *Santoro, Helen Stathatos, Savas Stathatos, Savas Stathatos as Trustee for the Stathatos Family*
28 *Trust, Dennis L. & Marjorie E. Groven Trust, Scott S. & Kay B. Harter, Habod Javadi, Juniper*
Hills Water Group, Eugene V., Beverly A., & Paul S. Kindig, Paul S. & Sharon R. Kindig, Jose
Maritorena Living Trust, Richard H. Miner, Jeffrey L. & Nancee J. Siebert, Barry S. Munz, Terry
A. Munz and Kathleen M. Munz, Beverly Tobias, Leo L. Simi, White Fence Farms Mutual Water
Co. No. 3., William R. Barnes & Eldora M. Barnes Family Trust of 1989, Healy Enterprises, Inc.,
John and Adrienne Reca, Sahara Nursery, Sal and Connie L. Cardile, Gene T. Bahlman

[Additional Names on Following Page]

{00002277.3 }

1 Robert G. Kuhs, SBN 160291
Kuhs & Parker
2 P.O. Box 2205
1200 Truxtun Avenue, Suite 200
3 Bakersfield, CA 93303
Telephone: (661) 322-4004
4 Facsimile: (661) 322-2906

5 *Attorneys for Defendant Tejon Ranchcorp*

6 Susan M. Trager, SBN 58497
SMITHTRAGER LLP
7 19712 MacArthur Boulevard, Suite 120
Irvine, CA 92612
8 Telephone: (949) 752-8971
Facsimile: (949) 863-9804

9 *Attorneys for Cross-Complainant*
10 *Phelan Piñon Hills Community Services District*

11 Michael Duane Davis, SBN 093678
GRESHAM SAVAGE NOLAN & TILDEN
12 3750 University Avenue, Suite 250
Riverside, CA 92501
13 Telephone: (951) 684-2171
Facsimile: (951) 684-2150

14 *Attorneys for Cross-Defendant and Cross-Complainants*
15 *A.V. United Mutual Group, Service Rock Products, L.P. and Sheep Creek Water Company*

16 Scott K. Kuney, SBN 111115
Law Offices of Young Wooldridge, LLP
17 1800 30th Street, Fourth Floor
Bakersfield, CA 93301
18 Telephone: (661) 327-9661
Facsimile: (661) 327-0720

19 *Attorneys for Antelope Valley Water Storage, LLC and*
20 *WDS California II, LLC*

21 William M. Sloan, SBN 203583
MORRISON & FOERSTER LLP
22 425 Market Street
San Francisco, CA 94105-2482
23 Telephone: (415) 268-7000
Facsimile: (415) 268-7522

24 *Attorneys for U.S. Borax Inc.*

25 *///*

26 *///*

27 *[Additional Names on Following Page]*

28 {00002277.3 }

1 Bob H. Joyce, SBN 84607
LEBEAU & THELEN, LLP
2 5001 East Commercenter Drive, Suite 300
Post Office Box 12092
3 Bakersfield, CA 93389-2092
Telephone: (661) 325-8962
4 Facsimile: (661) 325-1127

5 *Attorneys for Diamond Farming, a California corporation,*
Crystal Organic Farms, a limited liability company,
6 *Grimmway Enterprises, Inc., and Lapis Land Company, LLC*

7 Edward S. Renwick, SBN 29325
HANNA AND MORTON, LLP
8 444 South Flower Street, Suite 1500
Los Angeles, CA 90071-2916

9 *Attorneys for Cross-Defendant*
10 *WAGAS LAND COMPANY LLC*

11 ///

12 ///

1 **I. APPLICATION.**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:**

3 **PLEASE TAKE NOTICE THAT** on July 29, 2010 at 9:00 a.m. in Department 12 of
4 the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, CA 95133, the
5 moving parties will move for an *Ex Parte* Order continuing the Phase III Trial, presently set for
6 September 27, 2010, and to continue all pretrial dates, including depositions, accordingly.

7 **A. Basis of the Application.**

8 This Ex Parte Application ("Application") is made pursuant to Rule 3.1332 of the
9 California Rules of Court, as well as the inherent power of this Court to control the proceedings
10 before it. (Code Civ. Proc, §§ 128, 187.) This Application is brought on behalf of The City of
11 Lancaster, Palmdale Water District, the Woods Class, Bolthouse Properties, Tejon Ranchcorp,
12 Phelan Piñon Hills Community Services District, A.V. United Mutual Group, Service Rock
13 Products, L.P., Sheep Creek Water Company, Antelope Valley Water Storage, LLC, WDS California
14 II, LLC, U.S. Borax Inc., Grimmway Farms (Diamond Farming Company, Crystal Organic Farms,
15 Grimmway Enterprises Inc., and Lapis Land Company LLC), WAGAS Land Company LLC, and the
16 Antelope Valley Groundwater Agreement Association ("Moving Principals"). As this Court was
17 advised at a Case Management Conference held on July 15, 2010, the Antelope Valley Mediation
18 Principals ("Principals") reached an agreement referred to as the "Antelope Valley Accord"
19 ("Accord"). The Accord represents a comprehensive agreement establishing a physical solution for
20 Antelope Valley groundwater management and providing a basis for final resolution of all pending
21 litigation over the amount and allocation of groundwater pumping rights of the Antelope Valley Area
22 of Adjudication. A true and correct copy of the Accord, together with supporting technical
23 documents, are filed concurrently herewith. The moving Principals therefore request a short 60 day
24 continuance of the Phase III Trial (and continuance of all other pretrial dates based on the new trial
25 date) so as to afford the parties an opportunity to finalize their Agreement, and to conduct a
26 meaningful mediation scheduled August 24 and 25 before Justice Robie.

27 **B. Previous Applications of the Court (Cal. Rule Court Rule 3.120(b)).**

28 This is the first formal application for continuance of the Phase III Trial.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

1 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

2 **A. Introduction.**

3 On July 15, 2010, the Court held a Case Management Conference at which time a number
4 of parties representing the vast majority of groundwater pumping within the AVAA requested the
5 Court to continue the Phase III Trial. The parties requested the continuance based upon the
6 significant achievement the Principals have made in negotiating the Accord, which incorporates
7 a proposed physical solution. The Accord includes an initial total sustainable yield (which is
8 subject to future adjustment), agreed upon reduction in current groundwater pumping and applied
9 groundwater management tools. At this point, no party is formally bound by the Accord. Upon
10 approval, The Accord will serve as the framework and starting point of a comprehensive settlement
11 agreement.

12 To further evaluate the merits of the requested trial continuance, this Court stated in
13 its Minute Order of July 15, 2010 that "in order to consider the request for a continuance the
14 Court must have more details of the terms of the so-called Waldo settlement proposal and
15 information specifying the parties who have not participated and would not be covered by the
16 settlement as well as those who would be bound." Pursuant to Evidence Code section 1122,
17 all Principals have now consented to the limited disclosure of the Accord, a copy of which
18 (with supporting technical data) is filed concurrently with this Application as Exhibit "A."¹
19 (Evertz Decl., ¶¶ 3-4.)

20 A mediation has now been scheduled on August 24, and if necessary, will continue on
21 August 25, 2010, with Justice Robie. August 24, 2010 is the first date Justice Robie is available to
22 conduct the mediation. As ordered by this Court, the Principals have selected representative

23
24 ¹ Technical documents accompanying the Accord include: (i) "Technical Considerations in Constructing
25 the Settlement Framework," (ii) "Report #1: Summary and Synthesis of Available Information on
26 Standing Groundwater Levels and Significant Trends," (iii) "Report #2: Summary and Synthesis of
27 Available Information on Historical Groundwater Pumping in the Antelope Valley,"
28 (iv) "Report #3: Critical Factors Affecting Assessments of Groundwater Yield and Resource Status
in the Antelope Valley," (v) "Report #4: Summary and Synthesis of Available Information on Change in
Groundwater Storage and Sustainable Yield in the Antelope Valley," (vi) "Updated Estimate of
Agricultural Pumping in the Antelope Valley," (vii) "Change in Groundwater Levels 1997-2009,"
(viii) Report of independent expert Kenneth D. Schmidt, and (ix) Report of independent expert David
Abbot/Todd Engineers.

counsel to speak on their behalf at the mediation. Los Angeles County Water Works District No. 40, Littlerock Creek Irrigation District, and the City of Los Angeles have confirmed they will participate in the process. (Evertz Decl., ¶ 5.)

Because of the monumental progress made to date in crafting the Accord, and to afford the parties an opportunity to conduct a meaningful mediation before Justice Robie, the Moving Principals respectfully request a short 60 day continuance of the Phase III Trial, and that all other pretrial dates, including depositions, be continued based upon the new trial date.

B. Participants in the Antelope Valley Principals' Mediation Process and the Percentage of Pumping They Represent.

The following is a comprehensive list, in alphabetical order, of the Principals who participated in crafting the Accord. (Evertz Dec., ¶ 3.)

Principals.

1. Antelope Valley Water Storage, LLC.

2. A.V. United Mutual Group:

Antelope Park Mutual Water Company
Aqua J Mutual Water Company
Averydale Mutual Water Company
Bleich Flat Mutual Water Company
Colorado Mutual Water Company
Eldorado Mutual Water Company
Evergreen Mutual Water Company
Landale Mutual Water Company
Land Projects Mutual Water Company
Shadow Acres Mutual Water Company
Sundale Mutual Water Company
Sunnyside Farms Mutual Water Company
Tierra Bonita Mutual Water Company
Westside Park Mutual Water Company
White Fence Farms Mutual Water Company.

3. Antelope Valley-East Kern Water Agency ("AVEK").

4. Antelope Valley Ground Water Agreement Association ("AGWA"):

B.J. Calandri, John Calandri, John Calandri as Trustee of the John and B.J. Calandri 2001 Trust, Forrest G. Godde, Forrest G. Godde as Trustee of the Forrest G. Godde Trust, Lawrence A. Godde, Lawrence A. Godde and Godde Trust, Kootenai Properties, Inc., Gailen Kyle, Gailen Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee of the Kyle Family Trust, Julia Kyle, Wanda E. Kyle, Eugene B. Nebeker, R and M Ranch, Inc., Edgar C. Ritter, Paula E. Ritter, Paula E. Ritter as Trustee of the Ritter Family

1 Trust, Trust, Hines Family Trust , Malloy Family Partners, Consolidated Rock
2 Products, Calmat Land Company, Marygrace H. Santoro as Trustee for the
3 Marygrace H. Santoro Rev. Trust, Marygrace H. Santoro, Helen Stathatos,
4 Savas Stathatos, Savas Stathatos as Trustee for the Stathatos Family Trust,
5 Dennis L. & Marjorie E. Groven Trust, Scott S. & Kay B. Harter, Habod
6 Javadi, Juniper Hills Water Group, Eugene V., Beverly A., & Paul S. Kindig,
7 Paul S. & Sharon R. Kindig, Jose Maritorea Living Trust, Richard H. Miner,
8 Jeffrey L. & Nancee J. Siebert, Barry S. Munz, Terry A. Munz and Kathleen
9 M. Munz, Beverly Tobias, Leo L. Simi, White Fence Farms Mutual Water Co.
10 No. 3., William R. Barnes & Eldora M. Barnes Family Trust of 1989, Healy
11 Enterprises, Inc., John and Adrienne Reza, Sahara Nursery, Sal and Connie L.
12 Cardile, Gene T. Bahlman.

- 13 5. Bolthouse Properties.
- 14 6. City of Lancaster.
- 15 7. City of Palmdale.
- 16 8. Grimmway Farms (Diamond Farming Company, Crystal Organic Farms,
17 Grimmway Enterprises, Inc., and Lapis Land Company. LLC).
- 18 9. Los Angeles County Sanitation District Nos. 14 and 20.
- 19 10. Palmdale Water District.
- 20 11. Phelan-Piñon Hills Community Services District.
- 21 12. Quartz Hill Water District.
- 22 13. Rio Tinto / U.S. Borax.
- 23 14. Rosamond Community Services District.
- 24 15. Service Rock Products, L.P.
- 25 16. Sheep Creek Water Company.
- 26 17. Tejon Ranchcorp.
- 27 18. WAGAS Land Company.
- 28 19. WDS California II, LLC.
20. Willis Class (dormant overlyers class).
21. Wood Class (small pumpers class).²

² Additionally, the United States participated, presenting its position on its water needs, which the Principals found agreeable.

1 **C. Allocation of Groundwater Pumping in the Antelope Valley Area of Adjudication**
2 **Between Accord Participants and Non-Participants.**

3 During the mediation process, the mediators distributed a questionnaire to all the
4 Principals, asking each Principal to report its recorded or estimated groundwater pumping from
5 1980 to the present time, with these responses to be held in strict confidence under the mediation
6 privilege and confidentiality provisions. Using the self-reported pumping values, plus an estimate
7 of 8,000 AF/yr provided by the Los Angeles Department of Water and Power ("LADWP") for
8 its lands in the AVAA, the mediators calculated average annual pumping values for the period
9 2006-2010 at 142,482 AF/yr for the mediation participants plus LADWP.

10 Los Angeles County Waterworks District 40's recent filing of the "Appendices to Public
11 Water Suppliers' Expert Report - Appendix A" with attached exhibits allowed the mediators to
12 calculate estimates of pumping for parties not participating in the mediation, using recent,
13 publicly-available figures. The mediators used pumping values reported in Appendix D-7 of this
14 filing to calculate average annual pumping for the period 2005-2009 for the following
15 non-participating entities:

16

Antelope Valley Water Company	686 AF/yr
Desert Lake Community Services District	81 AF/yr
Edwards Air Force Base	1,837 AF/yr
Littlerock Creek Irrigation District	914 AF/yr
Los Angeles County Waterworks District 40	18,978 AF/yr
Palm Ranch Irrigation District	815 AF/yr
Total	23,311 AF/yr

20

21 Adding the estimated annual pumping from the Principals' self-reports to the average total
22 pumping by major non-participants yields an estimated value of 165,793 AF/yr for total
23 groundwater pumping in the AVAA.³ Pumping by the mediation Principals represents 85.9% of
24 the annual groundwater production in the AVAA, leaving Los Angeles County Waterworks,

25
26
27 ³ It is likely that there is additional pumping occurring in the AVAA by parties that were neither among
28 the Principals nor accounted for in the analysis presented in Appendix D-7 Table 3. However, it is
believed that such pumping is de minimis since the parties listed here account for the great majority of
the pumping described in Los Angeles County Waterworks District 40's Expert Report.

1 Littlerock Creek Irrigation District, Edwards Air Force Base, and the other non-participants
2 representing approximately 14% of current groundwater pumping.

3 **D. Pursuing the Accord to Finality is in the Best Interest of all Stakeholders.**

4 The Accord (i) settles all claims to natural groundwater by and between the settling
5 parties, (ii) serves as a basis for the fair resolution of claims with non-participating parties,
6 thereby satisfying the requirements of the McCarran Amendment, (iii) provides for a
7 comprehensive physical solution, which includes an initial total sustainable yield, agreed upon
8 reductions in groundwater pumping and agreed upon management tools, (iv) establishes a
9 watermaster, and (v) will improve groundwater conditions in the AVAA, while offering water users
10 real opportunities to serve adequate water supplies for urban needs, economic development and
11 irrigated agriculture. The experts retained by the Waldo team confirm that the safe yield in the
12 Accord is a viable number and will not damage the Basin. This safe yield combines a reduction in
13 water use with a reasonable means of allowing the continued use of the Basin's water for productive
14 purposes.

15 **E. Good Cause Exists to Continue the Trial in this Case for at Least Six Reasons.**

16 Under Rule 3.1332 of the California Rules of Court, the court may grant a trial
17 continuance for "good cause." (Cal. Rules Court 3.1332(c).) Factors a court may consider in
18 determining whether "good cause" exists for a trial continuance include, but are not limited to,
19 (1) whether there have been any previous trial continuances, (2) "[t]he length of the continuance
20 requested," (3) "[t]he prejudice that the parties or witnesses will suffer as a result of the
21 continuance," (4) "[w]hether all parties have stipulated to a continuance," and (5) "[a]ny other fact
22 or circumstance relevant to the fair determination of the motion or application." (Cal. Rules
23 Court 3.1332(d).)

24 Based on these rules, the Moving Principals submit that "good cause" exists to continue the
25 Phase III Trial for the following reasons:

- 26 1. This is the first formal request to continue the Phase III Trial.
- 27 2. The Moving Principals request only a brief continuance so as to afford them an
28 opportunity to complete their work and to draft a formal and final settlement agreement.

1 Mr. Waldo confirms in his declaration filed July 14, 2010 that a continuance is absolutely
2 necessary to effectuate a settlement: "from my personal experience in settling water disputes, it will
3 require a significant commitment of additional time and resources to prepare the detailed,
4 legally-binding documents to implement such an important settlement." (Waldo Decl., ¶ 4.) The
5 attorneys cannot engage themselves in this work if they are simultaneously taking depositions, which
6 will take nearly a full six weeks -- proceeding with depositions now will detract from the
7 mediation process and result in the splitting of resources.

8 3. Justice Robie is not available to conduct the mediation until August 24 and 25,
9 2010. (Evertz Decl., ¶ 5.)

10 4. The trial date is rapidly approaching and the parties will incur tremendous costs
11 and expenses moving forward with depositions and preparing for a trial on September 27, 2010.

12 5. None of the parties will be prejudiced by a short continuance. The parties will
13 be prejudiced if the continuance is not granted - the lack of a continuance could well derail the
14 possibility of any settlement and further polarize the parties.

15 6. If the parties are able to finalize a formal settlement agreement consistent with
16 Accord, it will fully obviate the need for a Phase III Trial. The Accord includes not only an initial
17 total sustainable yield subject to future adjustments, which results in the reduction of pumping,
18 but a comprehensive physical solution which will be presented to the Court and ultimately
19 enforced by the Court under its continuing jurisdiction. An early settlement, rather than protracted
20 litigation, is in the best interests of the public and the Basin.

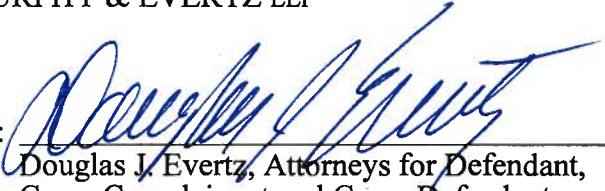
21 **F. Conclusion.**

22 For the first time in approximately 10 years, the parties have developed a comprehensive
23 physical solution which will formally and finally resolve the complex water issues within the
24 AVAA. That process will be placed in significant jeopardy if the parties are required to proceed
25 with the Phase III Trial on September 27, 2010. To give Justice Robie the maximum opportunity
26 of success during the mediation process, and to afford the Principals an opportunity to formally
27 document the Accord, the Moving Principals respectfully request the Court continue the Phase III
28

1 Trial for 60 days, and further order that all pretrial dates, including depositions, be continued and
2 based upon the new trial date.

3
4 DATED: July 26, 2010

MURPHY & EVERTZ LLP

5
6 By: 

7 Douglas J. Evertz, Attorneys for Defendant,
8 Cross-Complainant and Cross-Defendant
9 CITY OF LANCASTER
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **III. DECLARATION OF DOUGLAS J. EVERTZ.**

2 I, Douglas J. Evertz, declare as follows:

3 I am an attorney at law, duly licensed to practice before all courts of the State of
4 California. I am a partner with the law firm of Murphy & Evertz, LLP, counsel for Defendant,
5 Cross-Complainant and Cross-Defendant the City of Lancaster ("Lancaster"). I have personal
6 knowledge of the facts set forth below and, if called as a witness, I could and would testify to the
7 following:

8 1. The Principals identified as "Moving Principals" in this Application expressly
9 authorized me to include their names as moving parties.

10 2. The Principals retained James Waldo as a mediator experienced in complex
11 negotiations in resolving water conflicts to lead a mediation team and to develop a proposed
12 settlement of the Antelope Valley Groundwater cases. In a meeting on July 8, 2010, the Principals
13 reached agreement in concept on the terms and conditions of the "Antelope Valley Accord"
14 ("Accord"). A final version of the Accord was circulated for review on July 12, 2010.

15 3. One of the members of the mediation team, William West, who is an attorney with
16 Mr. Waldo's office, then began obtaining consents whereby the Principals would release and
17 authorize presenting the Accord to this Court. Mr. West confirmed, however, that as of the July 15,
18 2010 Case Management Conference held in these proceedings, all but one of the parties had
19 consented to the release of the Accord. Mr. West now confirms, that pursuant to Evidence Code
20 § 1122(a)(1), all parties to the Accord have consented to the limited public disclosure of the Accord.
21 Those parties are: Antelope Valley Water Storage, LLC, A.V. United Mutual Group, Service
22 Rock Products, L.P., Sheep Creek Water Company, Antelope Valley-East Kern Water Agency,
23 Antelope Valley Ground Water Agreement Association, Bolthouse Properties, City of Lancaster,
24 City of Palmdale, Grimmway Farms (Diamond Farming Company, Crystal Organic Farms,
25 Grimmway Enterprises, Inc., and Lapis Land Company, LLC), Los Angeles County Sanitation
26 District Nos. 14 and 20, Palmdale Water District, Phelan-Piñon Hills Community Services District,
27 Quartz Hill Water District, Rio Tinto / U.S. Borax, Rosamond Community Services District, Tejon
28

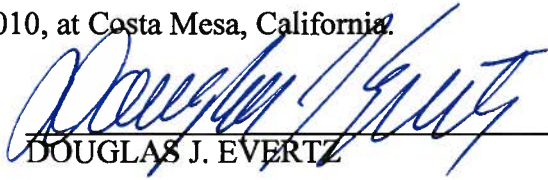
1 Ranchcorp, WAGAS Land Company, WDS California II, LLC, Willis Class (dormant overlyers
2 class), and the Wood Class (small pumpers class).

3 4. Attached as Exhibit A is a true and correct copy of the July 12, 2010 Accord,
4 together with supporting technical data, including reports prepared by two hydrogeology experts
5 who rendered opinions on the methodology and conclusions that the Principals used to inform
6 their final decision on groundwater resource issues in the Accord. Technical documents
7 accompanying the Accord include: (i) "Technical Considerations in Constructing the Settlement
8 Framework," (ii) Report of independent expert Kenneth D. Schmidt, (iii) Report of independent
9 expert David Abbott/Todd Engineers, (iv) "Report #1: Summary and Synthesis of Available
10 Information on Standing Groundwater Levels and Significant Trends," (v) "Report #2: Summary
11 and Synthesis of Available Information on Historical Groundwater Pumping in the Antelope
12 Valley," (vi) "Report #3: Critical Factors Affecting Assessments of Groundwater Yield and
13 Resource Status in the Antelope Valley," (vii) "Report #4: Summary and Synthesis of Available
14 Information on Change in Groundwater Storage and Sustainable Yield in the Antelope Valley,"
15 (viii) "Updated Estimate of Agricultural Pumping in the Antelope Valley," and (ix) "Change in
16 Groundwater Levels 1997-2009."

17 5. Immediately following the July 15, 2010 Case Management Conference, contact
18 was made with Justice Robie's Clerk, Malinda Moore. We were initially advised that Justice
19 Robie would be available for mediation on August 11, 24 and 25. Los Angeles County
20 Waterworks District No. 40, Littlerock Creek Irrigation District and the City of Los Angeles
21 have indicated their willingness to participate. Thereafter, on July 19, 2010, Ms. Moore advised
22 my office and others that Justice Robie is not available August 11. The mediation, therefore, was
23 set August 24 and 25 (if necessary) in Sacramento, California.

24 I declare under penalty of perjury under the laws of the state of California that the
25 foregoing is true correct.

26 Executed on this 26th of July, 2010, at Costa Mesa, California.

27
28 
DOUGLAS J. EVERTZ

{00002277.3 }

1 **PROOF OF SERVICE**

2 **ANTELOPE VALLEY GROUNDWATER CASES**

Judicial Council Coordination, Proceeding No. 4408

3 Santa Clara Case No. 1-05-CV 049053

4 Assigned to the Honorable Jack Komar

5 Los Angeles County Superior Court, Central, Dept. 1

6 I am a resident of the State of California, over 18 years of age and not a party to this action. I
7 am employed in the County of Orange, State of California. My business address is 650 Town Center
Drive, Suite 550, Costa Mesa, California 92626. On July 26, 2010, I served the within
document(s):

8 **EX PARTE APPLICATION OF "MOVING PRINCIPALS" FOR CONTINUANCE OF**
9 **TRIAL; DECLARATION OF DOUGLAS J. EVERTZ IN SUPPORT OF APPLICATION**

10 ☒ by posting the document(s) listed above to the website <http://www.scefiling.org>, a
11 dedicated link to the Antelope Valley Groundwater Cases; Santa Clara Case
12 No. 1-05-CV 049053, Assigned to the Honorable Jack Komar, said document(s) is
electronically served/distributed therewith.

13 ☐ By transmitting via e-mail the document(s) listed above to the e-mail address(es) and/or
14 fax number(s) set forth below on this date.

15 ☐ by placing the document(s) listed above in a sealed Overnite Express envelope/package for
overnight delivery at Irvine, California addressed as set forth below.

16 ☐ by causing personal delivery by Nationwide Legal of the document(s) listed above, to the
17 person(s) at the address(es) set forth below.

18
19 I am readily familiar with Murphy & Evertz, LLP's practice for collecting and processing
20 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service
21 on the same day that the correspondence is placed for collection and mailing, it is deposited in the
ordinary course of business with the United States Postal Service, in a sealed envelope with postage
fully prepaid.

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

24 Executed on July 26, 2010, at Costa Mesa, California.

25
26 _____
LORIN MORENO
27
28