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ANTELOPE VALLEY 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  
ABBNEY, INC., named as ROE 623; SERVICE ROCK  
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

) **OPPOSITION TO PUBLIC OVERLIERS  
EVIDENTIARY OBJECTIONS TO  
EXHIBITS AND STATEMENTS IN  
DECLARATIONS SUPPORTING  
MUTUALS' MOTION FOR  
INTERPRETATION OF JUDGMENT**

**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

) Judge: Hon. Jack Komar, Judge

**Wm. Bolthouse Farms, Inc. v. City of  
Lancaster**  
**Diamond Farming Co. v. City of  
Lancaster**  
**Diamond Farming Co. v. Palmdale  
Water Dist.**

) DATE: May 25, 2016  
) TIME: 9:00 a.m.  
) DEPT: Room 222  
) Los Angeles Superior Court  
) 111 N. Hill Street  
) Los Angeles, California

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 THE COURT, ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 Gresham Savage Nolan & Tilden, PC, counsel for Defendant, Cross-Defendants / Cross-  
3 Complainants, **A. V. UNITED MUTUALS GROUP** [comprised of Antelope Park Mutual  
4 Water Co., Aqua-J Mutual Water Co., Averydale Mutual Water Co., Baxter Mutual Water Co.,  
5 Bleich Flat Mutual Water Co., Colorado Mutual Water Co., Eldorado Mutual Water Co.,  
6 Evergreen Mutual Water Co., Land Projects Mutual Water Co., Landale Mutual Water Co.,  
7 Shadow Acres Mutual Water Co., Sundale Mutual Water Co., Sunnyside Farms Mutual Water  
8 Co., Tierra Bonita Mutual Water Co., Westside Park Mutual Water Co., and White Fence Farms  
9 Mutual Water Co., Inc.]; and Cross-Defendants, **ADAMS BENNETT INVESTMENTS, LLC;**  
10 **MIRACLE IMPROVEMENT CORPORATION dba Golden Sands Mobile Home Park,**  
11 **aka Golden Sands Trailer Park**, named as ROE 1121; **ST. ANDREW'S ABBEY, INC.,**  
12 named as ROE 623; **SERVICE ROCK PRODUCTS, L.P.;** and, **SHEEP CREEK WATER**  
13 **COMPANY, INC.,** submit this Opposition to Public Overliers Evidentiary Objections to  
14 Exhibits and Statements in Declarations Supporting Mutuals' Motion for Interpretation of  
15 Judgment ("Opposition") as follows:

16 **A. John Ukkestad's Declaration**

17 1. Paragraph 3 of Mr. Ukkestad's declaration.

18 (a) Relevance: The Antelope Valley Accord is directly relevant to the issue of the  
19 formation of the Watermaster Board, which is the subject of the Motion for  
20 Interpretation of Judgment. (Evidence Code §210) The Accord specifically addressed  
21 the intent of the parties (which included the Public Overliers), which states at p. 14:  
22 "The intent is to have a balanced Board, represented by the diverse interests in the  
23 Antelope Valley, and specifically including Board representation from each  
24 management area and SEA in order to best achieve Basin-wide solutions."  
25 (Evidence Code §§ 210 and 350)

26 (b) Hearsay: The Antelope Valley Accord is a proposed agreement among the Parties to  
27 this litigation, as described on page 1 of the Accord, and is "A Statement of Agreed  
28 Principles for Settlement of the Antelope Valley Groundwater Adjudication" to which

1 the Public Overliers (including the Parties opposing this Motion) were a party.  
2 Therefore, it is not actually hearsay as defined in Evidence Code §1200. However,  
3 even if this Court determines that it is hearsay, it is still admissible as a party  
4 admission (Evidence Code §1220); or the stated tenets have been adopted by those  
5 parties (Evidence Code §1221); or was made by a person authorized by a party  
6 (Evidence Code §1222); and shows the state of mind of the parties, which includes  
7 the intent or plan of the parties with regard to the formation of the Watermaster Board  
8 (Evidence Code §1250).

9 (c) Confidential Settlement Negotiations: This Court has already ruled that the Antelope  
10 Valley Accord (sometimes referred to as the “Waldo Accord”) is deemed properly  
11 within the record of these proceedings and will not be excluded simply because it was  
12 part of the settlement process. (See the Court’s Minute Order of July 20, 2010 [Doc.  
13 No. 3824], of which this Court may take judicial notice pursuant to Evidence Code  
14 §§452 (c) and (d).)

15 (d) Mediation Privilege: This Court has already ruled that the Antelope Valley Accord  
16 (sometimes referred to as the “Waldo Accord”) is deemed properly within the record  
17 of these proceedings and will not be excluded simply because it was part of the  
18 mediation process. (See the Court’s Minute Order of July 20, 2010 [Doc. No. 3824],  
19 of which this Court may take judicial notice pursuant to Evidence Code §§452 (c) and  
20 (d).)

21 2. John Calandri’s statement.

22 (a) Relevance: Mr. Calandri’s statement is directly relevant to the issues that are the  
23 subject of the Motion for Interpretation of Judgment in that he is discussing who will  
24 serve on the Watermaster Board. (Evidence Code §210)

25 (b) Hearsay: Mr. Calandri’s statement is not actually hearsay as defined in Evidence  
26 Code §1200 since it is not offered to prove the truth of the matter asserted, but rather  
27 to show that the statement was made. However, even if this Court determines that it  
28 is hearsay, it is still admissible as a party admission (Evidence Code §1220); or was

made by a person authorized by a party (Evidence Code §1222); and shows the state of mind of the party (Evidence Code §1250).

3. Gary Van Dam's statement.

(a) Relevance: Mr. Van Dam's statement is directly relevant to the issues that are the subject of the Motion for Interpretation of Judgment because he is discussing who will serve on the Watermaster Board. (Evidence Code §210)

(b) Hearsay: Mr. Van Dam's statement is not actually hearsay as defined in Evidence Code §1200 because it is not offered to prove the truth of the matter asserted, but rather that the statement was made. However, even if this Court determines that it is hearsay, it is still admissible as a party admission (Evidence Code §1220); or was made by a person authorized by a party (Evidence Code §1222); and shows the state of mind of the party (Evidence Code §1250).

4. Dennis Atkinson's statement.

(a) Relevance: Mr. Atkinson's statement is directly relevant to the issues that are the subject of the Motion for Interpretation of Judgment because he is discussing who will serve on the Watermaster Board. (Evidence Code §210)

(b) Hearsay: Mr. Atkinson's statement is not actually hearsay as defined in Evidence Code §1200 because it is not offered to prove the truth of the matter asserted, but rather that the statement was made. However, even if this Court determines that it is hearsay, it is still admissible as a party admission (Evidence Code §1220); or was made by a person authorized by a party (Evidence Code §1222); and shows the state of mind of the party (Evidence Code §1250).

**B. Michael Davis' Declaration**

1. Statement regarding the Antelope Valley Accord.

(a) Relevance: The Antelope Valley Accord is directly relevant to the issue of the formation of the Watermaster Board, which is the subject of the Motion for Interpretation of Judgment. (Evidence Code §210) The Accord specifically addressed the intent of the parties (which included the Public Overliers), which states at p. 14:

1 “The intent is to have a balanced Board, represented by the diverse interests in the  
2 Antelope Valley, and specifically including Board representation from each  
3 management area and SEA in order to best achieve Basin-wide solutions.”  
4 (Evidence Code §§ 210 and 350)

5 (b) Hearsay: The Antelope Valley Accord is a proposed agreement among the Parties to  
6 this litigation, as described on page 1 of the Accord, and is “A Statement of Agreed  
7 Principles for Settlement of the Antelope Valley Groundwater Adjudication” to which  
8 the Public Overliers (including the Parties opposing this Motion) were a party.  
9 Neither Mr. Davis’ testimony nor the Accord are hearsay as defined in Evidence  
10 Code §1200. However, even if this Court determines that either is hearsay, it is still  
11 admissible as a party admission (Evidence Code §1220); or has been adopted by  
12 those parties (Evidence Code §1221); or was made by a person authorized by a party  
13 (Evidence Code §1222); and shows the state of mind of the parties, which includes  
14 the intent or plan of the parties with regard to the formation of the Watermaster Board  
15 (Evidence Code §1250).

16 (c) Confidential Settlement Negotiations: This Court has already ruled that the Accord  
17 (sometimes referred to as the “Waldo Accord”) is deemed properly within the record  
18 of these proceedings and will not be excluded simply because it was part of the  
19 settlement process. (See the Court’s Minute Order of July 20, 2010 [Doc. No. 3824],  
20 which may be judicially noticed pursuant to Evidence Code §§ 452(c) and (d).)

21 (d) Mediation Privilege: This Court has already ruled that the Accord (sometimes  
22 referred to as the “Waldo Accord”) is deemed properly within the record of these  
23 proceedings and will not be excluded simply because it was part of the mediation  
24 process. (See the Court’s Minute Order of July 20, 2010 [Doc. No. 3824], which may  
25 be judicially noticed pursuant to Evidence Code §§ 452(c) and (d).)

26 2. Mutuals’ Exhibit 3 (Antelope Valley Accord).

27 (a) Relevance: The Antelope Valley Accord is directly relevant to the issue of the  
28 formation of the Watermaster Board, which is the subject of the Motion for

1 Interpretation of Judgment. (Evidence Code §210) The Accord specifically addressed  
2 the intent of the parties (which included the Public Overliers), which states at p. 14:  
3 “The intent is to have a balanced Board, represented by the diverse interests in the  
4 Antelope Valley, and specifically including Board representation from each  
5 management area and SEA in order to best achieve Basin-wide solutions.”  
6 (Evidence Code §§ 210 and 350)

7 (b) Hearsay: The Antelope Valley Accord is a proposed agreement among the Parties to  
8 this litigation, as described on page 1 of the Accord, and is “A Statement of Agreed  
9 Principles for Settlement of the Antelope Valley Groundwater Adjudication” to which  
10 the Public Overliers (including the Parties opposing this Motion) were a party.  
11 Therefore, it is not actually hearsay as defined in Evidence Code §1200. However,  
12 even if this Court determines that it is hearsay, it is still admissible as a party  
13 admission (Evidence Code §1220); or has been adopted by those parties (Evidence  
14 Code §1221); or was made by a person authorized by a party (Evidence Code §1222);  
15 and shows the state of mind of the parties, which includes the intent or plan of the  
16 parties with regard to the formation of the Watermaster Board (Evidence Code  
17 §1250).

18 (c) Confidential Settlement Negotiations: This Court has already ruled that the Accord  
19 (sometimes referred to as the “Waldo Accord”) is deemed properly within the record  
20 of these proceedings and will not be excluded simply because it was part of the  
21 settlement process. (See the Court’s Minute Order of July 20, 2010 [Doc. No. 3824],  
22 which may be judicially noticed pursuant to Evidence Code §§ 452(c) and (d).)

23 (d) Mediation Privilege: This Court has already ruled that the Accord (sometimes  
24 referred to as the “Waldo Accord”) is deemed properly within the record of these  
25 proceedings and will not be excluded simply because it was part of the mediation  
26 process. (See the Court’s Minute Order of July 20, 2010 [Doc. No. 3824], which may  
27 be judicially noticed pursuant to Evidence Code §§ 452(c) and (d).)

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1           3. Mutual's Exhibit 4 (Ex Parte Application . . . for Continuance of Trial).

2           (a) Relevance: This document is relevant to the issues involved in the Motion for  
3           Interpretation of Judgment (Evidence Code §210), and is a pleading in the within  
4           action. Pleadings are records of the court and therefore judicial notice may be taken  
5           of the court's own records. (Evidence Code §452(d).)

6           (b) Hearsay: The Ex Parte Application . . . for Continuance of Trial is a pleading filed in  
7           the within action. Therefore, it is not actually hearsay as defined in Evidence Code  
8           §1200. However, even if this Court determines that it is hearsay, it is still admissible  
9           as a party admission (Evidence Code §1220); or has been adopted by those parties  
10          (Evidence Code §1221); or was made by a person authorized by a party (Evidence  
11          Code §1222); and shows the state of mind of the parties, which includes the intent or  
12          plan of the parties. (Evidence Code §1250).

13          4. Doug Evertz' statement.

14          (a) Relevance: Mr. Evertz' statement is directly relevant to the issues that are the subject  
15          of the Motion for Interpretation of Judgment. (Evidence Code §210)

16          (b) Hearsay: Mr. Evertz' statement is not actually hearsay as defined in Evidence Code  
17          §1200 because it is not being offered to prove the truth of the matter asserted, but  
18          rather that the statement was made. However, even if this Court determines that it is  
19          hearsay, it is still admissible as a party admission (Evidence Code §1220); or was  
20          made by a person authorized by a party (Evidence Code §1222); and shows the state  
21          of mind of the party (Evidence Code §1250). This statement is also a quote from a  
22          pleading, which is part of the record of this Court, and therefore judicial notice may  
23          be taken of the court's own records. (Evidence Code §452(d).)

24          5. Statement regarding formation of the Watermaster.

25          (a) Relevance: As counsel for a party, Mr. Davis is merely summarizing what is in the  
26          Accord, which document is relevant to the issue of the formation of the Watermaster  
27          Board and is the subject of the Motion for Interpretation of Judgment. (Evidence  
28          Code §210) The Accord specifically addressed the intent of the parties (which



1 included the Public Overliers), which states at p. 14: “The intent is to have a balanced  
2 Board, represented by the diverse interests in the Antelope Valley, and specifically  
3 including Board representation from each management area and SEA in order to best  
4 achieve Basin-wide solutions.” (Evidence Code §§ 210 and 350)

5 (b) Hearsay: Mr. Davis, as counsel herein, is not repeating a statement that was made  
6 outside of court, and therefore his statement is not actually hearsay as defined in  
7 Evidence Code §1200. Further, the Antelope Valley Accord is a proposed agreement  
8 among the parties to this litigation, as described on page 1 of the Accord, and is “A  
9 Statement of Agreed Principles for Settlement of the Antelope Valley Groundwater  
10 Adjudication” to which the Public Overliers (including the Opposing Parties to this  
11 Motion) were a party. Therefore, the Accord is not actually hearsay as defined in  
12 Evidence Code §1200. However, even if this Court determines that Mr. Davis’  
13 statement is hearsay, or that the Accord is hearsay, they are admissible as a party  
14 admission (Evidence Code §1220); or have been adopted by those parties (Evidence  
15 Code §1221); or were made by a person authorized by a party (Evidence Code  
16 §1222); and show the state of mind of the parties, which includes the intent or plan of  
17 the parties with regard to the formation of the Watermaster Board (Evidence Code  
18 §1250).

19 6. Statement regarding settlement discussions with Justice Robie.

20 (a) Relevance: As counsel for a party, Mr. Davis is merely summarizing what occurred  
21 with regard to the settlement (and the formation of the Watermaster Board), which is  
22 the subject of the Motion for Interpretation of Judgment and is relevant to this matter.  
23 (Evidence Code §210)

24 (b) Hearsay: Mr. Davis, as counsel herein, is not repeating a statement that was made  
25 outside of court, and therefore it is not actually hearsay as defined in Evidence Code  
26 §1200. However, even if this Court determines that it is hearsay, it is still admissible  
27 as it shows the state of mind of the parties, which includes the intent or plan of the



1 parties with regard to the formation of the Watermaster Board (Evidence Code  
2 §1250).

3 (c) Confidential settlement negotiations. As counsel for a party, Mr. Davis is merely  
4 summarizing what occurred with regard to the settlement – not the disclosure of  
5 confidential settlement terms.

6 7. Statement regarding “procedures for implementing that framework.”

7 (a) Relevance: As counsel for a party, Mr. Davis is merely summarizing what occurred  
8 with regard to the settlement (and the formation of the Watermaster Board), which is  
9 the subject of the Motion for Interpretation of Judgment and is relevant to this matter.  
10 (Evidence Code §210)

11 (b) Hearsay: Mr. Davis, as counsel herein, is not repeating a statement that was made  
12 outside of court, and therefore it is not actually hearsay as defined in Evidence Code  
13 §1200. However, even if this Court determines that it is hearsay, it is still admissible  
14 as it shows the state of mind of the parties, which includes the intent or plan of the  
15 parties with regard to the formation of the Watermaster Board (Evidence Code  
16 §1250).

17 8. Exhibit 7 – Newspaper Article (Dec. 25, 2015 in Antelope Valley Press); and Exhibit 8 –  
18 Email correspondence.

19 (a) Relevance. The newspaper article is relevant to the issues before this court as it  
20 concerns what is being reported to the general public with regard to the formation of  
21 the Watermaster Board. The email correspondence is relevant as it references the  
22 article and a scheduled meeting to discuss Watermaster selection. These issues are  
23 relevant to the Motion for Interpretation of Judgment. Further, a court can take  
24 judicial notice of a newspaper article. (Evidence Code §§452(g) and (h).)

25 (b) Hearsay. Neither the newspaper article nor the email are being offered to prove the  
26 truth of anyone’s out of court statements. Rather they are being offered to show that  
27 the statements were made. Mr. Davis, as counsel herein, is not repeating statements  
28 that were made outside of court, but rather is referencing the report made in the

1 newspaper article and an email referring to the article. Therefore this is not actually  
2 hearsay as defined in Evidence Code §1200. However, even if this Court determines  
3 that that either of these items are hearsay, they would be admissible to show the state  
4 of mind of the parties, which includes the intent or plan of the parties with regard to  
5 the formation of the Watermaster Board (Evidence Code §1250).

6 9. Statements and opinions regarding Exhibit 10.

7 (a) Relevance: The January 12, 2016 letter is relevant in that it discusses the  
8 Watermaster Board formation, which is the subject of the Motion for Interpretation of  
9 Judgment.

10 (b) Hearsay: The January 12, 2016 letter is not being offered to prove the truth of the  
11 matters stated in the letter, but rather to show what actions were being taken with  
12 regard to the formation of the Watermaster Board. However, if this court determines  
13 that it is hearsay, it is still admissible as a party admission (Evidence Code §1220); or  
14 has been adopted by those parties (Evidence Code §1221); or was made by a person  
15 authorized by a party (Evidence Code §1222); and shows the state of mind of the  
16 parties, which includes the intent or plan of the parties with regard to the formation of  
17 the Watermaster Board (Evidence Code §1250).

18 10. John Calandri's statement.

19 (a) Relevance: Mr. Calandri's statement is directly relevant to the issues that are the  
20 subject of the Motion for Interpretation of Judgment in that he is discussing who will  
21 serve on the Watermaster Board. (Evidence Code §210)

22 (b) Hearsay: Mr. Calandri's statement is not actually hearsay as defined in Evidence  
23 Code §1200. However, even if this Court determines that it is hearsay, it is still  
24 admissible as a party admission (Evidence Code §1220); or was made by a person  
25 authorized by a party (Evidence Code §1222); and shows the state of mind of the  
26 party (Evidence Code §1250).

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11. Statement and opinion regarding Watermaster formation meeting.

- (a) Improper opinion of lay witness: Mr. Davis is making an observation of what he observed at this meeting, which is a permissible testimony based on the “perception of the witness” and it is “helpful to a clear understanding” of the testimony, so it is permissible. (Evidence Code §800)

11. (sic: duplicate number) Statements made by counsel for other parties.

- (a) Relevance: [Note: Although “irrelevance” is not cited as an objection here, Evidence Code §§ 210 and 350 are referred to, so it will be addressed.] These statements are relevant since they relate and refer to the issues which are the subject of the Motion for Interpretation of Judgment, specifically the formation of the Watermaster Board.

- (b) Hearsay: The statements of counsel for other parties to this action are not hearsay since they are not offered to prove the truth of the matters stated, but rather are offered to demonstrate the actions of the parties’ counsel with regard to the formation of the Watermaster Board. However, if this court determines that it is hearsay, it is still admissible as a party admission (Evidence Code §1220); or has been adopted by those parties (Evidence Code §1221); or was made by a person authorized by a party (Evidence Code §1222); and shows the state of mind of the parties, which includes the intent or plan of the parties with regard to the formation of the Watermaster Board (Evidence Code §1250).

12. Mutual’s Exhibit 20 - January 29, 2016 Antelope Valley Press article.

- (a) Relevance: The newspaper article is relevant to the issues before this court as it concerns what is being reported to the general public with regard to the formation of the Watermaster Board. This issue is relevant to the Motion for Interpretation of Judgment. Further, a court can take judicial notice of a newspaper article. (Evidence Code §§452(g) and (h).)

- (b) Hearsay: The newspaper article is not hearsay because it is not being offered to prove the truth of anyone’s out of court statements. Rather it is being offered to show that

the statements were made. Therefore this is not actually hearsay as defined in Evidence Code §1200. However, even if this Court determines that that either of these items are hearsay, it is admissible to show the state of mind of the parties, which includes the intent or plan of the parties with regard to the formation of the Watermaster Board (Evidence Code §1250).

13. Mutuals' Exhibit 21 – Video recording of March 31, 2016.

- (a) Authentication: A video or digital medium is presumed to be an accurate representation of the images it purports to represent and therefore is self-authenticating. (Evidence Code § 1553)

14. Mutuals' Exhibit 22 – April 4, 2016 email from Nelson to Ukkestad.

- (a) Relevance: The email is relevant in that it discusses the Watermaster Board formation process, and the lack of transparency, openness and fairness in the process. This issue is relevant to the Motion for Interpretation of Judgment.

- (b) Hearsay: The email is not offered to prove the truth of Mr. Nelson's out of court statements. Rather it is being offered to show that the statements were made. Therefore this is not actually hearsay as defined in Evidence Code §1200. However, if this court determines that it is hearsay, it is still admissible as a party admission (Evidence Code §1220); or has been adopted by that party (Evidence Code §1221); or was made by a person authorized by a party (Evidence Code §1222); and shows the state of mind of the party, which includes the intent or plan of the party with regard to the formation of the Watermaster Board (Evidence Code §1250).

15. Mutuals' Exhibit 23 – April 13, 2016 letter from R. Nelson.

- (a) Relevance: The letter is relevant in that it discusses the Watermaster Board formation process, and the lack of transparency, openness and fairness in the process. This issue is relevant to the Motion for Interpretation of Judgment.

- (b) Hearsay: The letter is not offered to prove the truth of Mr. Nelson's out of court statements. Rather it is being offered to show that the statements were made. Therefore this is not actually hearsay as defined in Evidence Code §1200. However,

1 if this court determines that it is hearsay, it is still admissible as a party admission  
2 (Evidence Code §1220); or has been adopted by that party (Evidence Code §1221); or  
3 was made by a person authorized by a party (Evidence Code §1222); and shows the  
4 state of mind of the party, which includes the intent or plan of the party with regard to  
5 the formation of the Watermaster Board (Evidence Code §1250).

6 16. Mutuals' Exhibit 24 – April 13, 2016 video recording of Watermaster Board meeting.

- 7 (a) Authentication: A video or digital medium is presumed to be an accurate  
8 representation of the images it purports to represent and therefore is self-  
9 authenticating. (Evidence Code § 1553)

10 17. Mutuals' Exhibit 25 – April 18, 2016 Rosamond News article.

- 11 (a) Relevance: The newspaper article is relevant to the issues before this court as it  
12 concerns what is being reported to the general public with regard to the formation of  
13 the Watermaster Board. This issue is relevant to the Motion for Interpretation of  
14 Judgment. Further, a court can take judicial notice of a newspaper article. (Evidence  
15 Code §§452(g) and (h).)

- 16 (b) Hearsay: The newspaper article is not hearsay because it is not being offered to prove  
17 the truth of anyone's out of court statements. Rather it is being offered to show that  
18 the statements were made. Therefore this is not actually hearsay as defined in  
19 Evidence Code §1200. However, even if this Court determines that that either of  
20 these items are hearsay, it is admissible to show the state of mind of the parties, which  
21 includes the intent or plan of the parties with regard to the formation of the  
22 Watermaster Board (Evidence Code §1250). Further, any statements made by a party  
23 to the lawsuit (i.e., J. Calandri) would be an exception to hearsay as either a party  
24 admission (Evidence Code §1220); or as been adopted by that party (Evidence Code  
25 §1221); or was made by a person authorized by a party (Evidence Code §1222); and  
26 shows the state of mind of the party, which includes the intent or plan of the party  
27 with regard to the formation of the Watermaster Board (Evidence Code §1250).

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18. Mutuals' Exhibit 27 – February 2016 email exchange between various attorneys.

(a) Relevance: The email exchange is relevant in that it discusses the Watermaster Board formation process, who will serve on the Board, and who has voting rights. This issue is relevant to the Motion for Interpretation of Judgment.

(b) Hearsay: The letter is not offered to prove the truth of anyone's out of court statements. Rather it is being offered to show that the statements were made. Therefore this is not actually hearsay as defined in Evidence Code §1200. However, if this court determines that it is hearsay, it is still admissible as a party admission (Evidence Code §1220); or has been adopted by that party (Evidence Code §1221); or was made by a person authorized by a party (Evidence Code §1222); and shows the state of mind of the party, which includes the intent or plan of the party with regard to the formation of the Watermaster Board (Evidence Code §1250).

**C. Melody Brown Declaration**

1. Gary Van Dam's statement.

(a) Relevance: Mr. Van Dam's statement is directly relevant to the issues that are the subject of the Motion for Interpretation of Judgment since he is discussing who will serve on the Watermaster Board. (Evidence Code §210)

(b) Hearsay: Mr. Van Dam's statement is not actually hearsay as defined in Evidence Code §1200 since it not offered to prove the truth of the matter asserted, but rather that the statement was made. However, even if this Court determines that it is hearsay, it is still admissible as a party admission (Evidence Code §1220); or was made by a person authorized by a party (Evidence Code §1222); and shows the state of mind of the party (Evidence Code §1250).

2. Dennis Atkinson's statement.

(a) Relevance: Mr. Atkinson's statement is directly relevant to the issues that are the subject of the Motion for Interpretation of Judgment. (Evidence Code §210)

(b) Foundation: Ms. Brown has laid the foundation for the statements made by Mr. Atkinson in her Declaration since the statements were made to her.

(c) Hearsay: Mr. Atkinson's statement is not actually hearsay as defined in Evidence Code §1200. However, even if this Court determines that it is hearsay, it is still admissible as a party admission (Evidence Code §1220); or was made by a person authorized by a party (Evidence Code §1222); and shows the state of mind of the party (Evidence Code §1250).

**D. Robert Hightower Declaration**

1. Gary Van Dam's statement.

(a) Relevance: Mr. Van Dam's statement is directly relevant to the issues that are the subject of the Motion for Interpretation of Judgment since he is discussing who will serve on the Watermaster Board. (Evidence Code §210)

(b) Hearsay: Mr. Van Dam's statement is not actually hearsay as defined in Evidence Code §1200 since it not offered to prove the truth of the matter asserted, but rather that the statement was made. However, even if this Court determines that it is hearsay, it is still admissible as a party admission (Evidence Code §1220); or was made by a person authorized by a party (Evidence Code §1222); and shows the state of mind of the party (Evidence Code §1250).

**E. William Hunt Declaration**

1. John Calandri's statement.

(a) Relevance: Mr. Calandri's statement is directly relevant to the issues that are the subject of the Motion for Interpretation of Judgment in that he is discussing who will serve on the Watermaster Board. (Evidence Code §210)

(b) Hearsay: Mr. Calandri's statement is not actually hearsay as defined in Evidence Code §1200 in that it is not offered to prove the truth of the matter asserted, but rather to show that the statement was made. However, even if this Court determines that it is hearsay, it is still admissible as a party admission (Evidence Code §1220); or was made by a person authorized by a party (Evidence Code §1222); and shows the state of mind of the party (Evidence Code §1250).



1 2. Gary Van Dam's statement. [There are no statements attributed to Mr. Van Dam in the  
2 Hunt Declaration on page 3, lines 17-18; however, there is a statement attributed to Mr.  
3 Van Dam on lines 27-28.]

4 (a) Relevance: Mr. Van Dam's statement is directly relevant to the issues that are the  
5 subject of the Motion for Interpretation of Judgment because he is discussing who  
6 will serve on the Watermaster Board. (Evidence Code §210)

7 (b) Hearsay: Mr. Van Dam's statement is not actually hearsay as defined in Evidence  
8 Code §1200 because it is not offered to prove the truth of the matter asserted, but  
9 rather that the statement was made. However, even if this Court determines that it is  
10 hearsay, it is still admissible as a party admission (Evidence Code §1220); or was  
11 made by a person authorized by a party (Evidence Code §1222); and shows the state  
12 of mind of the party (Evidence Code §1250).

13 **F. William Hunt Declaration**

14 1. Gary Van Dam's statement.

15 (a) Relevance: Mr. Van Dam's statement is directly relevant to the issues that are the  
16 subject of the Motion for Interpretation of Judgment because he is discussing who  
17 will serve on the Watermaster Board. (Evidence Code §210)

18 (b) Hearsay: Mr. Van Dam's statement is not actually hearsay as defined in Evidence  
19 Code §1200 because it is not offered to prove the truth of the matter asserted, but  
20 rather that the statement was made. However, even if this Court determines that it is  
21 hearsay, it is still admissible as a party admission (Evidence Code §1220); or was  
22 made by a person authorized by a party (Evidence Code §1222); and shows the state  
23 of mind of the party (Evidence Code §1250).

24 **G. Bruce Nelson Declaration**

25 1. Statements regarding discussions and consensus relating to the Antelope Valley Accord.

26 (a) Relevance: These statements by Mr. Nelson are directly relevant to the issues that  
27 are the subject of the Motion for Interpretation of Judgment because these matters

1 relate directly to who will serve on the Watermaster Board and what occurred at the  
2 meetings in that regard.

3 (b) Hearsay: Mr. Nelson's statements are not hearsay as defined in Evidence Code  
4 §1200 because he is testifying by way of his Declaration regarding his observations  
5 as a percipient witness. Further, the statements made by Mr. Nelson constitute  
6 permissible lay witness opinions pursuant to Evidence Code §800, which is a  
7 permissible testimony based on the "perception of the witness" and it is "helpful to a  
8 clear understanding" of the testimony. (Evidence Code §800) However, even if this  
9 Court determines that it is hearsay, it is still admissible as a party admission  
10 (Evidence Code §1220); or was made by a person authorized by a party (Evidence  
11 Code §1222); and shows the state of mind of the party (Evidence Code §1250).

12 (c) Argumentative: This is not a proper objection in this instance. This objection is  
13 typically raised in response to a question which prompts a witness to draw inferences  
14 from facts of the case. For example, an argumentative objection is raised when a  
15 lawyer is making a legal argument under the guise of asking a question. This is not  
16 what is occurring here. Mr. Nelson is stating, as a percipient witness, what he  
17 observed at the meetings he attended.

18 2. Gary Van Dam's statement.

19 (a) Relevance: Mr. Van Dam's statement is directly relevant to the issues that are the  
20 subject of the Motion for Interpretation of Judgment because he is discussing who  
21 will serve on the Watermaster Board. (Evidence Code §210)

22 (b) Hearsay: Mr. Van Dam's statement is not actually hearsay as defined in Evidence  
23 Code §1200 because it is not offered to prove the truth of the matter asserted, but  
24 rather that the statement was made. However, even if this Court determines that it is  
25 hearsay, it is still admissible as a party admission (Evidence Code §1220); or was  
26 made by a person authorized by a party (Evidence Code §1222); and shows the state  
27 of mind of the party (Evidence Code §1250).

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1 **H. Mary Wood Declaration.**

2 1. Dennis Atkinson statement.

3 (a) Relevance: Mr. Atkinson's statement is directly relevant to the issues that are the  
4 subject of the Motion for Interpretation of Judgment because he is discussing who  
5 will serve on the Watermaster Board and who the Watermaster Engineer will be.  
6 (Evidence Code §210)

7 (b) Hearsay: Mr. Atkinson's statement is not actually hearsay as defined in Evidence  
8 Code §1200 because it is not offered to prove the truth of the matter asserted, but  
9 rather that the statement was made. However, even if this Court determines that it is  
10 hearsay, it is still admissible as a party admission (Evidence Code §1220); or was  
11 made by a person authorized by a party (Evidence Code §1222); and shows the state  
12 of mind of the party (Evidence Code §1250).

13 2. Opinion lay testimony.

14 (a) It is permissible for Ms. Wood to testify as to her impressions and to give her opinion  
15 as a lay witness pursuant to Evidence Code § 800, because the testimony is based on  
16 the "perception of the witness" and it is "helpful to a clear understanding" of the  
17 testimony. (Evidence Code §800)

18 DATED: May 24, 2016.

19 Respectfully submitted,

20 GRESHAM SAVAGE NOI AN & TII DEN, PC

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

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