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Attorneys for Cross-Defendant, Miracle Improvement
Corporation dba Golden Sands Mobile Home Park, aka
Golden Sands Trailer Park, named as ROE 1121; New
Goldensands Investment LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

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

) **DECLARATION OF MICHAEL DUANE
DAVIS DECLARATION IN SUPPORT
OF MOTION TO BE RELIEVED AS
COUNSEL**

**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

) Date: August 9, 2018
) Time: 9:00 a.m.
) Dept: By Courtcall
) Judge: Jack Komar (Ret.)

**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.

I, Michael Duane Davis, declare as follows:

1. I am an attorney at law duly admitted to practice before all the courts of the State
of California, and I am a principal shareholder with the law firm of Gresham Savage Nolan &

1 Tilden, a Professional Corporation (“Gresham|Savage”) and attorney of record for Cross-
2 Defendant, Miracle Improvement Corporation dba Golden Sands Mobile Home Park, aka
3 Golden Sands Trailer Park, named as ROE 1121 (“Miracle Improvement Corporation”) and
4 attorney for New Goldensands Investment, LLC (“New Goldensands”) in the above-entitled
5 action. The following matters are declared within my own personal knowledge, and if called as a
6 witness, I could and would competently to testify.

7 2. I am personally familiar with the records and files of this litigation.

8 3. Gresham|Savage appeared as legal counsel of record for Cross-Defendant,
9 Miracle Improvement Corporation on or about August 30, 2011, with the filing of its Answer in
10 the above-encaptioned action.

11 4. Miracle Improvement Corporation participated in the formal and informal
12 proceedings from that date forward; proved up its groundwater production for the years 2000
13 through 2004 and 2011 and 2012; stipulated to the [Proposed Judgment and Physical Solution];
14 received a Pre-Rampdown Production of 45.40 acre feet and an Overlying Production Right of
15 27 acre feet as reflected on Page 2 of Exhibit 4 to the [Proposed] Judgment and Physical Solution
16 (“Water Rights”); and, was made subject to the Judgment on December 23, 2015.

17 5. In late December of 2016, Gresham|Savage was informed by Mr. David Reinhard,
18 Chairman of the Water Rights Committee of the Board of Directors of Miracle Improvement
19 Corporation that Miracle Improvement Corporation had conveyed to its rights, titles and interests
20 in Golden Sands Mobile Home Park, including its Water Rights, to New Goldensands.

21 6. Shortly after being informed of Miracle Improvement Corporation’s transaction
22 with New Goldensands, Gresham|Savage notified the Antelope Valley Watermaster Board
23 Interim Secretary, Ms. Patricia Rose, regarding the transaction via telephone communications.

24 7. Gresham|Savage was subsequently contacted by Mr. Rocky Yang, President of
25 New Goldensands, who requested that this firm undertake to represent New Goldensands,
26 including for securing the transfer of the Water Rights from Miracle Improvement Corporation
27 to New Goldensands.

1 8. Gresham|Savage prepared a Motion for Leave to Intervene in the Judgment with
2 Memorandum of Points and Authorities and Declarations of David Reinhard, Rocky Yang and
3 Michael Duane Davis, and accompanied by a [Proposed] Order on the Motion. The Motion was
4 based on Section 20.9 of the Judgment and Section 387 of the *Code of Civil Procedure*, and
5 framed along the lines of the Motion that had been filed by FS Land Holding Company, LLC and
6 granted on January 13, 2017. True and correct copies of the Motion for Leave to Intervene in the
7 Judgment, Memorandum of Points and Authorities and supporting Declarations by David
8 Reinhard, Rocky Yang and Michael Duane Davis, without exhibits, and [Proposed] Order are
9 attached hereto as ***Exhibit "A"***.

10 9. Upon speaking with the Watermaster Engineer and Watermaster Attorney, on
11 January 30, 2018, Gresham|Savage transmitted a letter to which was attached a proposed
12 Stipulation in Support of New Goldensands' Motion for Leave to Intervene in Judgment
13 ("Stipulation"). Through New Goldensands' letter and Stipulation, New Goldensands sought the
14 Watermaster Engineer's concurrence that, by acquiring Miracle Improvement Corporation's
15 Overlying Production Rights and associated rights and operating them in accordance with the
16 Judgment, New Goldensands' groundwater production would not add demand upon the Basin or
17 result in a Material Injury as defined by Section 3.5.18 of the Judgment, and that it is appropriate
18 to allow New Goldensands to intervene in the Judgment. A true and correct copy of the January
19 30, 2018 letter to the Watermaster initiating consultation and enclosing the proposed Stipulation
20 is attached hereto as ***Exhibit "B"***.

21 10. Because the Watermaster had not yet developed a procedure for intervention and
22 the transfer of Water Rights to a transferee of real property, the Watermaster Attorney requested
23 that Gresham|Savage withhold filing the Motion and allowing the transfer to be handled through
24 the Watermaster Report to the Court.

25 11. Declarant understands that the Watermaster Report that is being drafted reflects
26 the transfer of the 27 acre feet of Water Rights from Miracle Improvement Corporation to New
27 Goldensands. Because of the delay in the filing of the Watermaster Report it appears that
28

1 Gresham|Savage has not yet been relieved as counsel of record for Miracle Improvement
2 Corporation, and concurrently in process of becoming counsel of record for New Goldensands.

3 12. Subsequent thereto, a breakdown in the relationship between New Goldensands
4 and Gresham|Savage has occurred such that it is no longer possible for Gresham|Savage to
5 properly represent New Goldensands Investment, LLC.

6 13. Consequently, on May 3, 2018, Gresham|Savage sent a Substitution of Attorney
7 (Pursuant to Code of Civil Procedure Section 284 (1)) form to New Goldensands requesting that
8 Mr. Yang sign, obtain new counsel who would sign the form as such, and return the form for
9 filing with the Court as Gresham|Savage was no longer going to be serving as legal counsel for
10 New Goldensands in the Adjudication. A true and correct copy of the May 3, 2018 letter to New
11 Goldensands is attached hereto as ***Exhibit "C"***.

12 14. Gresham|Savage has received no response to the May 3, 2018 letter from Mr.
13 Yang or anyone else at New Goldensands.

14 15. Declarant is not aware of any circumstance which indicated that New
15 Goldensands will suffer any undue prejudice if the Court issues the accompanied Order Granting
16 Attorney's Motion to be Relieved as Counsel as requested.

17 16. Gresham|Savage respectfully requests that the Court exercise its sound discretion
18 and grant this Attorney's Motion to be Relieved as Counsel as requested for both Miracle
19 Improvement Corporation and New Goldensands.

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

22 Executed this 16th day of July, 2018, at San Bernardino, California.

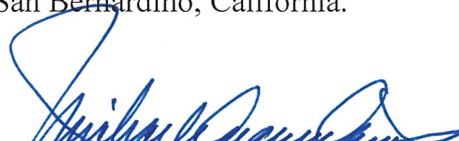
23
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25 
26 MICHAEL DUANE DAVIS
27
28

EXHIBIT “A”

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Attorneys for New Goldensands Investment LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

Coordination Proceeding
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) Judicial Council Coordination
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**ANTELOPE VALLEY
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) Assigned to the Honorable Jack Komar
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Including Consolidated Actions:

**Los Angeles County Waterworks District
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Superior Court of California, County of Los
Angeles, Case No. BC 325 201

) **NEW GOLDENSANDS INVESTMENT
LLC'S NOTICE OF MOTION AND
MOTION FOR LEAVE TO INTERVENE IN
JUDGMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

**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

) [Declaration of Rocky Yang; Declaration of
David Reinhard; Declaration of Michael Duane
Davis; and [Proposed] Order filed concurrently]

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

) Date:
) Time:
) Dept.: Dept. 222
) Judge: Hon. Jack Komar, Judge

Superior Court of California, County of
Riverside, consolidated actions, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

) **[Hearing to be conducted by CourtCall]**

AND RELATED ACTIONS.

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

PLEASE TAKE NOTICE that on January ___, 2018 at 10:00 a.m. or as soon as the
above-entitled court located at 111 North Hill Street, Los Angeles, California (Department 222),
may hear the matter telephonically by CourtCall, with the parties to appear by CourtCall, NEW

1 GOLDENSANDS INVESTMENT LLC (“New Goldensands”), will and hereby does move the
2 Court for an order granting it leave to intervene in the December 23, 2015 Judgment and
3 Physical Solution (“Judgment”) in the above-captioned Antelope Valley Groundwater
4 Adjudication, pursuant to Section 20.9 of the Judgment and Section 387 of the California *Code*
5 *of Civil Procedure*. This notice and motion is based on the attached memorandum of points and
6 authorities, the concurrently-filed Declarations of Rocky Yang, David Reinhard, and Michael
7 Duane Davis, on all papers filed and records in this action, and on any evidence received at the
8 hearing.

9 The grounds for granting this Motion are as follows:

10 1. As set forth in the Judgment, this Court retained continuing jurisdiction over the
11 groundwater adjudication action to make such further supplemental orders or directions as may
12 be necessary or appropriate to implement the Judgment for the proper management of the
13 Antelope Valley Area of Adjudication’s (“Basin”) water resources. (Judgment § 6.5.)

14 2. The Judgment provides that any person or entity acquiring groundwater
15 Production Rights from the Basin that is not already a party to the Judgment may seek to
16 intervene in the Judgment through a noticed motion following consultation with the Antelope
17 Valley Watermaster (“Watermaster”) Engineer (“Engineer”) and requesting the Watermaster’s
18 stipulation to the proposed intervention. (Judgment § 20.9.)

19 3. New Goldensands’ Motion to intervene and become a party to the Judgment is
20 proper under Section 20.9 of the Judgment because it has acquired all of the rights, title and
21 interest to 27.00 acre-feet per year (“AFY”) of Overlying Production Rights (45.40 AFY of Pre-
22 Rampdown Production) that were originally allocated to Cross-Defendant, Miracle Improvement
23 Corporation dba Golden Sands Mobile Home Park, aka Golden Sands Trailer Park, named as
24 ROE 1121 (“Miracle Improvement Corporation”) in Exhibit 4 to the Judgment. (Judgment §§
25 3.5.26; Exh. 4.) Miracle Improvement Corporation sold and conveyed to New Goldensands by
26 way of a grant deed an approximately 9.5-acre parcel of property within the Basin identified as
27 Los Angeles County Assessor Parcel Number 3154-002-024 that is subject to the Judgment
28 along with the Overlying Production Rights and associated rights and privileges previously

1 allocated to Miracle Improvement Corporation under the Judgment—making New Goldensands
2 the owner of the real property and water rights.

3 4. New Goldensands complied with the prerequisite for filing this Motion under
4 Section 20.9 of the Judgment and Physical Solution in December 2017, when New Goldensands
5 initiated consultation with the Watermaster Engineer and requested the Watermaster's stipulation
6 to New Goldensands' proposed intervention in the Judgment. New Goldensands continues to
7 operate a mobile home park on the acquired property, thus necessitating continuous,
8 uninterrupted use of groundwater for domestic purposes of the residents within the park. New
9 Goldensands' groundwater production will be conducted in accordance with the acquired
10 Overlying Production Rights and will not result in Material Injury as defined by Section 3.5.18
11 of the Judgment.

12 5. New Goldensands' intervention in the Judgment is also proper under California
13 *Code of Civil Procedure* section 387 because it owns property subject to the Judgment, because
14 intervention is necessary to protect New Goldensands' interest in that property and its ability to
15 produce groundwater in accordance with the Judgment, and because New Goldensands' interests
16 are not adequately represented by existing parties to the Judgment.

17 DATED: January 15, 2018

Respectfully submitted,

18 GRESHAM SAVAGE NOLAN & TILDEN, PC
19

20 By:

MICHAEL DUANE DAVIS, ESQ.

21 DEREK R. HOFFMAN, ESQ.

22 Attorneys for New Goldensands Investments LLC
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2
3 **I. INTRODUCTION**

4 NEW GOLDENSANDS INVESTMENTS LLC (“New Goldensands”), brings this Motion
5 to Intervene (“Motion”) in the December 23, 2015 Judgment and Physical Solution (“Judgment”)
6 in the above-captioned action pursuant to Section 20.9 of the Judgment. That section provides that
7 any person or entity acquiring groundwater Production Rights from the Antelope Valley Area of
8 Adjudication (“Basin”) that is not already a party to the Judgment may seek to intervene in the
9 Judgment through a noticed motion following consultation with the Antelope Valley Watermaster
10 (“Watermaster”) Engineer (“Engineer”) and requesting the Watermaster’s stipulation to the
11 proposed intervention. New Goldensands seeks an order of the Court recognizing its interests in
12 real property and the adjudicated water rights that it has acquired from its predecessor-in-interest,
13 which was a named party to the Judgment.

14 **II. STATEMENT OF FACTS**

15 New Goldensands now owns the approximately 9.5-acre parcel of property located within
16 the Basin and identified as Los Angeles County Assessor’s Parcel Number 3154-002-024
17 (“Property”). New Goldensands acquired the Property from a named party to the Judgment,
18 namely Cross-Defendant, Miracle Improvement Corporation dba Golden Sands Mobile Home
19 Park, aka Golden Sands Trailer Park, named as ROE 1121 (“Miracle Improvement Corporation”).
20 Miracle Improvement Corporation sold and conveyed to New Goldensands all of its rights and
21 interests to the Property and under the Judgment, including the 27.00 acre-feet per year (“AFY”) of
22 Overlying Production Rights (45.40 AFY of Pre-Rampdown Production) allocated to Miracle
23 Improvement Corporation in Exhibit 4 to the Judgment—making New Goldensands the owner of
24 the water rights subject to the Judgment. (Declaration of Rocky Yang (“Yang Decl.”), ¶¶ 1 and 2,
25 Exh. A; Judgment §§ 3.5.26; Exh. 4.) In other words, Miracle Improvement Corporation conveyed
26 to New Goldensands all of its rights, title and interest to the Property and its adjudicated water
27 rights under the Judgment. (Yang Decl., ¶ 2; Declaration of David Reinhard (“Reinhard Decl.”), ¶
28 3.)

1 New Goldensands continues to operate the approximately 144-unit mobile home park that
2 is located on the Property. All of the mobile homes rely upon one active groundwater well at the
3 Property as their sole and shared source of water supply for basic domestic uses. (Yang Decl., ¶
4 3.)

5 Prior to filing this Motion, in December 2017, New Goldensands initiated consultation with
6 the Watermaster Engineer and the Watermaster Board of Directors and requested the
7 Watermaster's stipulation to New Goldensands' request to intervene, as required by Section 20.9
8 of the Judgment. (Declaration of Michael Duane Davis ("Davis Decl.") ¶ 5, Ex. "A"; Yang Decl. ¶
9 4.) Intervention is appropriate under the Judgment because New Goldensands has acquired
10 property and the accompanying water rights that are subject to the Judgment and merely seeks an
11 order recognizing New Goldensands as the new owner of those rights and as a party to the
12 Judgment. New Goldensands' intervention will not cause additional demand on the Basin or result
13 in an adverse impact to the Basin's condition or on other parties to the Judgment. Rather, New
14 Goldensands will exercise the rights already afforded to its predecessor-in-interest under the
15 Judgment. (Yang Decl., ¶ 4.)

16 **III. NEW GOLDENSANDS IS ENTITLED TO INTERVENE IN THIS ACTION**

17 **a. New Goldensands Has Complied with the Requirements of the Judgment.**

18 As required by Section 20.9 of the Judgment, New Goldensands initiated consultation with
19 the Watermaster Engineer and Watermaster Board of Directors by transmitting a letter via email on
20 January 30, 2018, along with a proposed Stipulation in Support of New Goldensands' Motion for
21 Leave to Intervene in Judgment ("Stipulation"). Through the Stipulation, New Goldensands
22 sought the Watermaster's acknowledgment that by acquiring the Property and exercising the
23 Overlying Production Rights and associated rights under the Judgment that were originally
24 afforded to Miracle Improvement Corporation, New Goldensands' groundwater production would
25 not impose additional demand upon the Antelope Valley Area of Adjudication ("Basin") or result
26 in Material Injury as defined by Section 3.5.18 of the Judgment, and that it is appropriate to allow
27 New Goldensands to intervene in the Judgment. (Yang Decl., ¶ 4; Davis Decl., ¶ 5, Exh. A.) New
28 Goldensands will appear at the January 24, 2018 meeting of the Watermaster Board of Directors to

1 request the Board's consideration of the Stipulation at that time. (Davis Decl., Exh. A [Letter to
2 Watermaster].) New Goldensands will serve this Motion in accordance with Section 20.7 of the
3 Judgment by e-filing on the Court's website, as required by Section 20.3.2.

4 **b. New Goldensands' Intervention is Necessary and Appropriate.**

5 New Goldensands' intervention is also necessary and appropriate under California *Code of*
6 *Civil Procedure* section 387. Section 387 provides that a court *shall* permit a nonparty to intervene
7 in an action or proceeding when that person claims an interest relating to the property that is the
8 subject of the action, when the disposition of the action may impair or impede that person's ability
9 to protect that interest, and when that interest is not adequately represented by an existing party. A
10 court *may* also permit intervention upon timely application by a nonparty that has an interest in the
11 subject matter of the litigation that may be affected, when the intervention will not enlarge the
12 issues in the litigation and when the reasons for the intervention outweigh any opposition by the
13 parties presently in the action. (Code Civ. Proc. § 387, subd. (d); *US Ecology, Inc. v. State of*
14 *California* (2001) 92 Cal.App.4th 113, 139; *Timberidge Enterprises, Inc. v. City of Santa Rosa*
15 (1978) 86 Cal.App.3d 873, 881.) As reflected by Section 20.9 of the Judgment, intervention may
16 be granted at any time, even after judgment has been rendered. (*Mallick v. Superior Court* (1979)
17 Cal.App.3d 434, 437.) The intervention statute is designed to promote fairness and to ensure
18 maximum involvement by all responsible, interested and affected parties. (*Mary R. v. B. & R.*
19 *Corp.* (1983) 149 Cal.App.3d 308, 314.) The statute "should be liberally construed in favor of
20 intervention." (*Lindelli v. Town of San Anselmo* (2006) 139 Cal.App.4th 1499, 1505.)

21 New Goldensands' intervention is necessary to protect its property interest and its ability
22 to produce groundwater in accordance with the Judgment. Having acquired all of the rights to
23 the entirety of the Property and water rights that were previously held by its predecessor-in-
24 interest, New Goldensands' interests are not now represented by an existing party to the
25 Judgment. New Goldensands acquired from Miracle Improvement Corporation its entire interest
26 in the approximately 9.5-acre mobile home park within the Basin that is subject to the Judgment
27 along with the Overlying Production Rights and associated rights and privileges allocated to
28 Miracle Improvement Corporation under the Judgment. (Yang Decl., ¶¶ 1 and 2; Davis Decl.,

1 Exh. A; Judgment §§ 3.5.26, Exh. 4.) New Goldensands now holds water rights adjudicated by
2 this Court and has a direct interest in the property subject to the Judgment. Intervention is
3 necessary to recognize New Goldensands' right to exercise its acquired water rights and to
4 accomplish its objectives for the use of the acquired real property overlying the Basin. (Yang
5 Decl., ¶¶ 3 and 4.)

6 Neither Section 387 of the *Code of Civil Procedure* nor Section 20.9 of the Judgment
7 impose a specific deadline for seeking intervention. Section 387 requires a "timely application",
8 which courts have construed broadly and "liberally ... in favor of intervention." (*Lindelli v.*
9 *Town of San Anselmo* (2006) 139 Cal.App.4th 1499, 1505.). While the provision of Section 20.9
10 requiring the filing of a motion "prior to commencing Production" clearly has application to
11 persons and entities that would bring additional demand and or potential adverse impacts on the
12 Basin, New Goldensands—by contrast—seeks an order recognizing the transfer of Overlying
13 Production Rights that were already held and exercised by its predecessor-in-interest pursuant to
14 the Judgment. New Goldensands continues to operate the mobile home park located on the
15 Property. All of the approximately 144 mobile homes within the Property continuously rely
16 upon a single, active groundwater well within the Property as their sole and shared source of
17 water supply for basic domestic use. New Goldensands has therefore continued to produce
18 groundwater from that well in order to meet the ongoing needs of the residents at the Property,
19 consistent with the Overlying Production Rights that it acquired from Miracle Improvement
20 Corporation. (Yang Decl., ¶¶ 3.) After acquiring the Property and water rights, New
21 Goldensands required time to seek and obtain legal counsel to represent it in this matter. (Yang
22 Decl., ¶ 4.)

23 New Goldensands does not seek to modify the Judgment, except to reflect New
24 Goldensands as a party to the Judgment and as the holder of the rights and privileges originally
25 afforded to Miracle Improvement Corporation under the Judgment, including the 27 AFY of
26 Overlying Production Rights (45.40 AFY of Pre-Rampdown Production) listed in Exhibit 4 to
27 the Judgment. (Yang Decl., ¶¶ 3 and 4; Davis Decl., Exh. A [Stipulation ¶¶ D and E].) New
28 Goldensands' groundwater production pursuant to the acquired water rights will not add demand

1 upon the Basin and will not result in Material Injury. (Yang Decl., ¶ 4; Davis Decl., Exh. A
2 [Stipulation ¶ H].) For these reasons, no reasonable or good faith basis exists for the existing
3 parties to the Judgment to oppose New Goldensands' Motion to intervene.

4 **IV. CONCLUSION**

5 New Goldensands' Motion merely seeks to accomplish the steps required by the Judgment
6 to reflect its ownership of the adjudicated water rights previously held by its predecessor-in-
7 interest. New Goldensands has complied with the prerequisites of Section 20.9 of the Judgment.
8 Intervention is also necessary and appropriate under Section 387 of the *Code of Civil Procedure*.
9 New Goldensands respectfully requests that this Court grant New Goldensands' Motion to
10 intervene in the Judgment.

11 DATED: January 15, 2018

Respectfully submitted,

12 GRESHAM SAVAGE NOLAN & TILDEN, PC
13

14 By:

15 MICHAEL DUANE DAVIS, ESQ.

16 DEREK R. HOFFMAN, ESQ.

17 Attorneys for New Goldensands Investment LLC
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Attorneys for New Goldensands Investment LLC

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JUDGMENT**

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) [Notice of Motion and Motion for Leave to
Intervene; Declaration of Rocky Yang; and
[Proposed] Order filed concurrently]

**Wm. Bolthouse Farms, Inc. v. City of
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Diamond Farming Co. v. Palmdale
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) Date:
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Superior Court of California, County of
Riverside, consolidated actions, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

) **[Hearing to be conducted by CourtCall]**

AND RELATED ACTIONS.

I, Michael Duane Davis, declare as follows:

1. I am an attorney at law duly admitted to practice before all the courts of the State of California, and I am a shareholder in the law firm of Gresham Savage Nolan & Tilden, a Professional Corporation ("Gresham|Savage"). I give this Declaration in Support of New

1 Goldensands Investment LLC's Motion for Leave to Intervene in Judgment ("Motion") filed
2 concurrently herewith. If called and sworn as a witness, I could and would competently testify to
3 the following facts, having personal knowledge thereof.

4 2. In late December 2016, I was informed by Mr. David Reinhard of Miracle
5 Improvement Corporation dba Golden Sands Mobile Home Park, aka Golden Sands Trailer Park
6 ("Miracle Improvement Corporation", a party that Gresham|Savage has represented in the above-
7 captioned Antelope Valley Groundwater Adjudication) that Miracle Improvement Corporation
8 had conveyed to New Goldensands Investment LLC ("New Goldensands") its rights and
9 interests in certain property within the Antelope Valley Adjudication Area ("Basin") including
10 its water rights established in the December 23, 2015 Judgment and Physical Solution entered by
11 this Court ("Judgment").

12 3. Shortly after being informed of Miracle Improvement Corporation's transaction
13 with New Goldensands, I notified the Antelope Valley Watermaster Board Interim Secretary,
14 Ms. Patricia Rose, regarding the transaction via telephone communications.

15 4. Gresham|Savage was recently engaged to represent New Goldensands in the
16 above-captioned Antelope Valley Groundwater Adjudication.

17 5. On January 30, 2018, pursuant to Section 20.9 of the Judgment, New
18 Goldensands initiated consultation with the Antelope Valley Watermaster Engineer by
19 transmitting a letter via email and attaching the proposed Stipulation in Support of New
20 Goldensands' Motion for Leave to Intervene in Judgment ("Stipulation"). Through New
21 Goldensands' letter and Stipulation, New Goldensands sought the Watermaster Engineer's
22 concurrence that, by acquiring and operating according to the Overlying Production Rights and
23 associated rights under the Judgment that were originally afforded to Miracle Improvement
24 Corporation, New Goldensands' groundwater production would not add demand upon the Basin
25 or result in Material Injury as defined by Section 3.5.18 of the Judgment, and that it is
26 appropriate to allow New Goldensands to intervene in the Judgment. A true and correct copy of
27 the January 30, 2018 letter to Watermaster initiating consultation and enclosing the proposed
28 Stipulation is attached hereto as Exhibit "A".

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Dated this _____ day of January, 2018 at San Bernardino, CA.

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4 _____
5 Michael Duane Davis
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Attorneys for New Goldensands Investment LLC

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Superior Court of California, County of Los
Angeles, Case No. BC 325 201

) **DECLARATION OF ROCKY YANG IN
SUPPORT OF NEW GOLDENSANDS
INVESTMENT LLC'S MOTION FOR
LEAVE TO INTERVENE IN 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

) [Notice of Motion and Motion for Leave to
Intervene; Declaration of David Reinhard; and
[Proposed] Order filed concurrently]

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

) Date:
) Time:
) Dept.: Dept. 222
) Judge: Hon. Jack Komar, Judge

) **[Hearing to be conducted by CourtCall]**

Superior Court of California, County of
Riverside, consolidated actions, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

AND RELATED ACTIONS.

I, Rocky Yang, declare as follows:

1. I am the principal owner of New Goldensands Investment LLC ("New Goldensands"). I have personal knowledge of the facts stated in this declaration and, if called as

1 a witness, I could and would competently testify to them under oath. I make this declaration in
2 support of the above-referenced motion.

3 1. On or about December 15, 2016, New Goldensands closed a transaction in which
4 it acquired from Miracle Improvement Corporation dba Golden Sands Mobile Home Park, aka
5 Golden Sands Trailer Park ("Miracle Improvement Corporation) approximately 9.5 acres of real
6 property commonly described as Los Angeles County Assessor's Parcel Number 3154-002-024
7 ("Property"). A copy of the deed conveying the Property, which was recorded on or about
8 December 20, 2016, is attached as Exhibit "A" to this declaration.

9 2. In acquiring the Property, New Goldensands bargained for and obtained all water
10 rights associated with the Property and held by Miracle Improvement Corporation, including all
11 rights afforded to Miracle Improvement Corporation under the December 23, 2015 Judgment and
12 Physical Solution ("Judgment") in the above-captioned Antelope Valley Groundwater
13 Adjudication. The acquired water rights included the entire 27.00 acre-feet per year ("AFY")
14 Overlying Production Rights (and 45.40 AFY Pre-Rampdown Production) originally allocated to
15 Miracle Improvement Corporation in Exhibit 4 to the Judgment. In other words, Miracle
16 Improvement Corporation conveyed all of its rights, title and interest to the Property and its
17 adjudicated water rights under the Judgment to New Goldensands.

18 3. New Goldensands continues to operate a mobile home park on the Property,
19 which contains approximately 144 mobile home units. All of the mobile homes within the
20 Property continuously rely upon a single, active groundwater well within the Property that serves
21 as their collective, sole source of water supply for basic domestic water uses. New Goldensands
22 does not seek to modify the Judgment, except to reflect New Goldensands as a party to the
23 Judgment and as the holder of the rights and privileges originally afforded to Miracle
24 Improvement Corporation under the Judgment, including the 27 AFY of Overlying Production
25 Rights (45.40 AFY of Pre-Rampdown Production) listed in Exhibit 4 to the Judgment.

26 4. After acquiring the Property and water rights, New Goldensands required time to
27 seek and obtain legal counsel to represent it in this matter and to provide legal counsel with the
28 supporting documents and information for this Motion. Pursuant to Section 20.9 of the

1 Judgment, New Goldensands initiated consultation with the Antelope Valley Watermaster
2 Engineer by transmitting a letter via email and attaching the proposed Stipulation in Support of
3 New Goldensands' Motion for Leave to Intervene in Judgment ("Stipulation"). Through New
4 Goldensands' letter and Stipulation, New Goldensands sought the Watermaster Engineer's
5 concurrence that, by acquiring and operating according to the Overlying Production Rights and
6 associated rights under the Judgment that were originally afforded to Miracle Improvement
7 Corporation, New Goldensands' groundwater production would not add demand upon the
8 Antelope Valley Area of Adjudication ("Basin") or result in Material Injury as defined by
9 Section 3.5.18 of the Judgment, and that it is appropriate to allow New Goldensands to intervene
10 in the Judgment. A true and correct copy of the letter to Watermaster initiating consultation and
11 enclosing the proposed Stipulation is attached as Exhibit "A" to the Declaration of Michael
12 Duane Davis filed concurrently with this declaration.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct. Dated this _____ day of January, 2018 at Rosemead, CA.

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Rocky Yang
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Michael Duane Davis, SBN 093678
Derek R. Hoffman, SBN 285784
GRESHAM SAVAGE NOLAN & TILDEN, PC
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408-4205
Telephone: (909) 890-4499
Facsimile: (909) 890-9877

Attorneys for New Goldensands Investment LLC

**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

) **DECLARATION OF DAVID REINHARD IN
SUPPORT OF NEW GOLDENSANDS
INVESTMENT LLC'S MOTION FOR
LEAVE TO INTERVENE IN 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

) [Notice of Motion and Motion for Leave to
Intervene; Declaration of Rocky Yang; and
[Proposed] Order filed concurrently]

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

) Date:
) Time:
) Dept.: Dept. 222
) Judge: Hon. Jack Komar, Judge

Superior Court of California, County of
Riverside, consolidated actions, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

) **[Hearing to be conducted by CourtCall]**

AND RELATED ACTIONS.

I, David Reinhard, declare as follows:

1. I am the former Chairman of the Water Rights Committee of the Board of
Directors of Miracle Improvement Corporation dba Golden Sands Mobile Home Park, aka
Golden Sands Trailer Park ("Miracle Improvement Corporation"). I held that position for many

1 years during the above-captioned Antelope Valley Groundwater Adjudication, including at the
2 time of entry of the December 23, 2015 Judgment and Physical Solution ("Judgment) and also at
3 the time that Miracle Improvement Corporation conveyed its rights and interests in certain
4 property and water rights subject to the Judgment within the Antelope Valley Adjudication Area
5 ("Basin") to New Goldensands Investment LLC ("New Goldensands") in December 2016. I
6 have personal knowledge of the facts stated in this declaration and, if called as a witness, I could
7 and would competently testify to them under oath. I make this declaration in support of the
8 above-referenced motion.

9 2. On December 15, 2016, Miracle Improvement Corporation closed a transaction in
10 which it conveyed to New Goldensands approximately 9.5 acres of real property commonly
11 described as Los Angeles County Assessor's Parcel Number 3154-002-024 ("Property"). A
12 copy of the deed conveying the Property, dated December 9, 2016 and recorded in the County of
13 Los Angeles on December 20, 2016, is attached as Exhibit "A" to the Declaration of Rocky
14 Yang in Support of New Goldensands Investments LLC's Motion for Leave to Intervene in
15 Judgment that is filed concurrently with this declaration.

16 3. In acquiring the Property, New Goldensands bargained for and obtained all water
17 rights associated with the Property and held by Miracle Improvement Corporation, including all
18 rights afforded to Miracle Improvement Corporation under the Judgment. Such rights included
19 the entire 27.00 acre-feet per year ("AFY") Overlying Production Rights (and 45.40 AFY Pre-
20 Rampdown Production) originally allocated to Miracle Improvement Corporation in Exhibit 4 to
21 the Judgment. In other words, Miracle Improvement Corporation conveyed all of its rights, title
22 and interest to the Property and its adjudicated water rights under the Judgment to New
23 Goldensands.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Dated this _____ day of January, 2018 at Rosemead, CA.

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David Reinhard

Michael Duane Davis, SBN 093678
Derek R. Hoffman, SBN 285784
GRESHAM SAVAGE NOLAN & TILDEN, PC
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408-4205
Telephone: (909) 890-4499
Facsimile: (909) 890-9877

Attorneys for New Goldensands Investment LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

Coordination Proceeding
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**ANTELOPE VALLEY
GROUNDWATER CASES**

) Santa Clara Case No. 1-05-CV-049053
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Including Consolidated Actions:

**Los Angeles County Waterworks District
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Superior Court of California, County of Los
Angeles, Case No. BC 325 201

) **[PROPOSED] ORDER RE: NEW
GOLDENSANDS INVESTMENT LLC'S
MOTION FOR LEAVE TO INTERVENE IN
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

) [Motion for Leave to Intervene in Judgment;
Declaration of Rocky Yang; and Declaration of
David Reinhard filed concurrently]

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

) Date:
) Time:
) Dept.: Dept. 222
) Judge: Hon. Jack Komar, Judge

Superior Court of California, County of
Riverside, consolidated actions, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

AND RELATED ACTIONS.

) **[Hearing to be conducted by CourtCall]**

[PROPOSED] ORDER

On January ___, 2018 the Court held a hearing in Department 222 of the above-entitled
Court, the Honorable Jack Komar, Judge, presiding, on NEW GOLDENSANDS INVESTMENT

1 LLC ("New Goldensands") Motion for Leave to Intervene in the Judgment ("Motion") in the
2 above-captioned action.

3 The Court, having reviewed the Motion and supporting declarations, and having heard
4 argument, and finding good cause appearing, hereby ORDERS as follows:

- 5 1. Pursuant to Section 20.9 of the December 23, 2015 Judgment and Physical Solution
6 ("Judgment"), New Goldensands is hereby granted leave to intervene in the Judgment
7 in the above-captioned action.
- 8 2. The Judgment is amended to reflect the intervention of New Goldensands as a party
9 to the Judgment, and to reflect that New Goldensands is the successor to 27.00 acre-
10 feet-per-year ("AFY") of Overlying Production Rights (45.40 Pre-Rampdown
11 Production) in Exhibit 4 to the Judgment originally granted to Miracle Improvement
12 Corporation dba Golden Sands Mobile Home Park, aka Golden Sands Trailer Park,
13 named as ROE 1121.
- 14 3. New Goldensands is authorized to produce groundwater from the Antelope Valley
15 Area of Adjudication, subject to New Goldensands' compliance with the
16 requirements set forth in the Judgment.

17 Dated: _____, 2018

18 _____
19 HONORABLE JACK KOMAR
20 JUDGE OF THE SUPERIOR COURT
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EXHIBIT “B”

January 30, 2018

VIA EMAIL [PROSE@AVEK.ORG]

Antelope Valley Watermaster
Board of Directors and Watermaster Engineer
c/o Patti Rose
Antelope Valley – East Kern Water Agency
6500 W. Avenue N
Palmdale, CA 93551

Re: *Consultation and Stipulation in Support of New Goldensands Investment LLC's
Intervention in the Antelope Valley Groundwater Judgment and Physical Solution*

Dear Members of the Antelope Valley Watermaster Board and Watermaster Engineer:

This firm represents New Goldensands Investment LLC ("New Goldensands"). As part of its acquisition of real property within the Antelope Valley Area of Adjudication ("Basin"), New Goldensands has assumed ownership of certain Overlying Production Rights listed on Exhibit 4 to the December 23, 2015 Judgment and Physical Solution entered by Judge Komar in the Antelope Valley Groundwater Adjudication ("Judgment").

New Goldensands was not a party to the adjudication and seeks to intervene as a party to the Judgment and to obtain an order of the Court recognizing its ownership of the Overlying Production Rights and associated rights and privileges originally afforded to its predecessor under the Judgment. Section 20.9 of the Judgment authorizes non-party entities to intervene in the Judgment through a noticed motion after consulting with the Watermaster Engineer and seeking the Watermaster's stipulation to the proposed intervention.

New Goldensands now owns the approximately 9.5-acre parcel of property located within the Basin commonly identified as Los Angeles County Assessor's Parcel Number 3154-002-024 ("Property"). New Goldensands acquired the Property from a party to the Judgment, namely Cross-Defendant, Miracle Improvement Corporation dba Golden Sands Mobile Home Park, aka Golden Sands Trailer Park, named as ROE

1121 ("Miracle Improvement Corporation"). A copy of the grant deed is enclosed as Attachment "1". For ease of reference, a highlighted copy of Judgment Exhibit 4, page 2, reflecting Miracle Improvement Corporation's Overlying Production Right is enclosed as Attachment "2". As part of New Goldensands' acquisition, it acquired all of Miracle Improvement Corporation's rights and interests to the Property and under the Judgment, including the 27.00 acre-feet-per-year ("AFY") of Overlying Production Rights (45.40 AFY of Pre-Rampdown Production) originally allocated to Miracle Improvement Corporation in Exhibit 4 to the Judgment.

New Goldensands continues to operate the approximately 144-unit mobile home park that is located on the Property. Each of the mobile homes relies upon one active groundwater well at the Property that serves as their collective, sole source of water supply for basic domestic uses. New Goldensands has necessarily continued to produce groundwater from that well in order to meet the daily needs of the residents at the Property, consistent with the Overlying Production Rights that it acquired from Miracle Improvement Corporation. While the provision of Section 20.9 of the Judgment requiring a motion to be filed "prior to commencing Production" clearly has application to entities that would bring additional pumping or potential harm to the Basin, New Goldensands—by contrast—seeks an order of the Court merely recognizing the transfer of Overlying Production Rights that were already established and exercised by its predecessor as a party to the Judgment. New Goldensands' intervention and production of groundwater pursuant to those Overlying Production Rights will not cause additional demand on the Basin or result in an adverse impact or material injury to the Basin or on other parties to the Judgment.

Enclosed for your consideration as Attachment "3" is a draft Stipulation in Support of New Goldensands' Motion for Leave to Intervene in the Antelope Valley Judgment and Physical Solution, which Motion will be filed with the Court for a hearing as soon as possible. As provided in the attached stipulation, New Goldensands agrees to be bound by the Judgment and does not seek to modify the Judgment except to reflect New Goldensands as a party to the Judgment and as the successor owner of the water rights that it obtained from Miracle Improvement Corporation.

By this letter, New Goldensands satisfies its obligation to consult with the Antelope Valley Watermaster Engineer and to seek the Watermaster's stipulation to New Goldensands' intervention, as required by Section 20.9 of the Judgment. Of course, we welcome the opportunity to discuss the stipulation and any questions that you may have.

Antelope Valley Watermaster
Board of Directors and Watermaster Engineer
January 30, 2018
Page 3

Should the Watermaster Engineer have any questions, please do not hesitate to contact me or Derek Hoffman of my office at your earliest convenience. Additionally, a representative of New Goldensands will appear at the Watermaster Board's February 28, 2018 regularly scheduled meeting, and we request the Watermaster Board's consideration and approval of the attached stipulation at that time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Duane Davis".

Michael Duane Davis, of
GRESHAM SAVAGE
NOLAN & TILDEN,
A Professional Corporation

MDD:DRH:dms

Enclosure

cc: P. Stanin (Watermaster Engineer) [pstanin@toddgroundwater.com]
C. Parton (Watermaster Legal Counsel) [cap@ppplaw.com]
Client

Attachment 1

This page is part of your document - DO NOT DISCARD



20161610419



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/20/16 AT 08:00AM

Pages:
0004

FEES:	28.00
TAXES:	4,180.00
OTHER:	0.00
PAID:	4,208.00



LEADSHEET



201612200140004

00013130279



008025945

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

5214645-AT

RECORDING REQUESTED BY

First American Title Company #5214645 (AT)

WHEN RECORDED MAIL TO:

New Goldensands Investment, LLC
2478 Stevens Avenue
Rosemead, CA 91770

Space Above This Line for Recorder's Use Only

Grant Deed

RECORDING REQUESTED BY:

First American Title Company

MAIL TAX STATEMENT

AND WHEN RECORDED MAIL DOCUMENT TO:

**New Goldensands Investment, LLC
2478 Stevens Avenue
Rosemead, CA 91770**

Space Above This Line for Recorder's Use Only

A.P.N.: 3154-002-024

File No.: 131665214645 (AT)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$4,180.00; CITY TRANSFER TAX N/A;

[☒] computed on the consideration or full value of property conveyed, OR

[☒] City of Lancaster, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Miracle Improvement Corporation, a California corporation

hereby GRANTS to

New Goldensands Investment, LLC, a California limited liability company

the following described property in the City of Lancaster, County of Los Angeles, State of California:

**THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 7, TOWNSHIP 7 NORTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF
SAID LAND APPROVED BY SURVEYOR GENERAL, JUNE 19, 1856.**

EXCEPT THE SOUTH 30 FEET FOR ROADS.

EXCEPT THE NORTH 40 FEET FOR ROADS.

Mail Tax Statements To: **SAME AS ABOVE**

Date: 12/09/2016

A.P.N.: 3154-002-024

File No.: 131665214645 (AT)

Dated: December 09, 2016

Miracle Improvement Corporation, a California corporation

By: David J. Reinhard
Name: David J. Reinhard
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

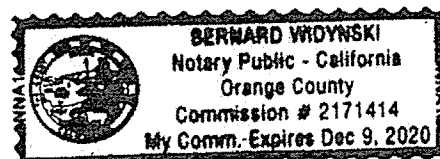
On DEC 12, 2016, before me, BERNARD WIDYNSKI, Notary Public, personally appeared David J. Reinhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Bernard Widyński
BERNARD WIDYNSKI, NOTARY PUBLIC
My Commission Expires: DEC 9, 2020



This area for official notarial seal

Attachment 2

Producer Name	Pre-Rampdown Production	Overlying Production Rights	Percentage Share of Adjusted Native Safe Yield
Evergreen Mutual Water Company	69.50	68.54	0.097%
Ruth C. Findley	1.00	1.00	0.001%
First Mutual Water Company	15.62	5.25	0.007%
Leah Frankenberg	1.00	1.00	0.001%
Denise Godde, Steven F. Godde, Pamela M. Godde and Gary M. Godde; Denise Godde and Steven Godde as Trustees of the D & S Godde Trust	1461.50	683.00	0.966%
Gorrindo Resourceful LLC	629.00	629.00	0.890%
Granite Construction Company (Big Rock Facility)	126.00	126.00	0.178%
Granite Construction Company (Little Rock Sand and Gravel, Inc.)	400.00	234.00	0.331%
LAURA GRIFFIN, trustee of the FAMILY BYPASS TRUST created under the LEONARD W. GRIFFIN AND LAURA GRIFFIN TRUST, dated July 9, 1993	1170.00	668.00	0.945%
H & N Development Co. West Inc.	1799.75	808.00	1.143%
Jane Healy and Healy Enterprises Inc.	700.00	700.00	0.990%
Gailen W. Kyle and Julie Kyle, Trustees of The Kyle Revocable Living Trust	9275.00	3670.00	5.192%
Land Projects Mutual Water Co.	622.50	613.54	0.868%
Landale Mutual Water Co.	157.75	155.57	0.220%
Landinv Inc	2000.00	969.00	1.371%
Lands of Promise Mutual Water Company	64.61	21.69	0.031%
G. Lane Family (Frank and Yvonne Lane 1993 Family Trust, Little Rock Sand and Gravel, Inc., George and Charlene Lane Family Trust) [Does not include water pumped on land leased to Granite Construction]	1402.00	773.00	1.094%
James M. Leer, III and Diana Leer	1.00	1.00	0.001%
Littlerock Aggregate Co., Inc., Holliday Rock Co., Inc.	405.00	151.00	0.214%
Llano Del Rio Water Company	572.65	279.00	0.395%
Llano Mutual Water Company	0.00	0.00	0.000%
City of Los Angeles, Department of Airports	7851.00	3975.00	5.623%
Jose M. Maritorena & Marie P. Maritorena, Trustees of the Maritorena Living Trust Dated March 16, 1993	3800.55	1775.00	2.511%
Dennis M. and Diane K. McWilliams	1.00	1.00	0.001%
Richard Miner	1089.40	999.00	1.413%
Miracle Improvement Corporation dba Golden Sands Mobile Home Park dba Golden Sands Trailer Park	45.40	27.00	0.038%
Barry and Sharon Munz 2014 Revocable Trust, Terry A. & Kathleen M. Munz	5.00	5.00	0.007%
Eugene B. Nebeker	4016.00	1775.00	2.511%



Attachment 3

Michael Duane Davis, SBN 093678
Derek R. Hoffman, SBN 285784
GRESHAM SAVAGE NOLAN & TILDEN, PC
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408-4205
Telephone: (909) 890-4499
Facsimile: (909) 890-9877

Attorneys for New Goldensands Investment LLC

**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:

**STIPULATION IN SUPPORT OF NEW
GOLDENSANDS INVESTMENT LLC'S
INTERVENTION IN JUDGMENT**

**Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co.**
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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.

This Stipulation is entered into as of February __, 2018 between New Goldensands Investment LLC and the Antelope Valley Watermaster ("Watermaster") with regard to the following facts and intentions:

1 A. This Stipulation pertains to the Judgment and Physical Solution entered by the
2 Los Angeles Superior Court in the above-captioned action on December 23, 2015 (“Judgment”)
3 to settle competing claims to produce groundwater from the Antelope Valley Area of
4 Adjudication (“Basin”), and to establish a physical solution for the management of the Basin.

5 B. The Court retained continuing jurisdiction over the groundwater adjudication
6 action to make such further supplemental orders or directions as may be necessary or appropriate
7 to implement the Judgment for the proper management of the Basin’s water resources.
8 (Judgment § 6.5.)

9 C. In December 2016, New Goldensands, which was not a party to the
10 adjudication or Judgment, acquired from Miracle Improvement Corporation dba Golden Sands
11 Mobile Home Park, aka Golden Sands Trailer Park (“Miracle Improvement Corporation”),
12 which was a party to the Judgment, approximately 9.5 acres of real property commonly
13 described as Los Angeles County Assessor’s Parcel Number 3154-002-024 (“Property”) and all
14 water rights and privileges afforded to Miracle Improvement Corporation under the Judgment
15 including 27.00 acre-feet per year (“AFY”) of Overlying Production Rights (45.40 AFY Pre-
16 Rampdown Production). A copy of the deed conveying the Property is attached hereto as
17 Exhibit “A”.

18 D. Section 20.9 of the Judgment authorizes non-party entities to intervene in the
19 Judgment through a noticed motion after consulting with the Watermaster Engineer and seeking
20 the Watermaster’s stipulation to the proposed intervention. New Goldensands has consulted
21 with the Watermaster Engineer as required by Section 20.9.

22 E. New Goldensands now desires to intervene in and become a party to this
23 action pursuant to the Court’s reserved jurisdiction and be recognized as having acquired
24 Overlying Production Rights to produce water from the Basin pursuant to the Judgment.

25 F. New Goldensands agrees to be bound by the Judgment.

26 G. Based upon the mutual desire of New Goldensands and Watermaster to ensure
27 the balanced, comprehensive, and efficient management of the Basin pursuant to the Judgment
28 and Physical Solution, New Goldensands and Watermaster agree that it is appropriate to allow

1 New Goldensands to intervene in the Judgment and acquire and exercise the Overlying
2 Production Rights and associated rights and privileges originally granted under the Judgment to
3 Miracle Improvement Corporation and to produce groundwater from the Basin in accordance
4 with the Judgment.

5 H. Watermaster, which is responsible for the monitoring and management of the
6 Basin consistent with the terms of the Judgment, believes that New Goldensands' intervention
7 and groundwater production pursuant to the acquired water rights will not add demand upon the
8 Basin and will not result in Material Injury as defined by Section 3.5.18 of the Judgment.

9 THEREFORE, IT IS AGREED AND STIPULATED THAT:

10 New Goldensands be allowed to intervene in the above-captioned action as a post-
11 judgment proceeding, and that the Judgment be amended to reflect the joinder of New
12 Goldensands as a party to the Judgment that is authorized to produce groundwater from the
13 Basin in accordance with the Judgment.

14 Dated: 1/19/18, 2018

NEW GOLDENSANDS INVESTMENT LLC

16 By: 
17

18 ROCKY YANG
PRINCIPAL

19 Dated: _____, 2018

ANTELOPE VALLEY WATERMASTER

22 By: _____

23 ROBERT PARRIS
CHAIRPERSON

EXHIBIT “C”

May 3, 2018

*Confidential Communication
Attorney / Client Privileged*

VIA CERTIFIED MAIL

Rocky Yang
New Goldensands Investment LLC
2478 Stevens Avenue
Rosemead, CA 91770

Re: New Goldensands Water Rights Transfers and Disengagement of Legal Representation

Dear Rocky,

This letter follows my prior letter to you, dated April 11, 2018. In that letter, I informed you that our firm ("Gresham|Savage") obtained written confirmation from the Antelope Valley Watermaster ("Watermaster") Engineer and General Counsel to validate New Goldensands Investments, LLC's ("New Goldensands") acquisition of water rights from Miracle Improvement Corporation d.b.a. Golden Sands Mobile Home Park ("Golden Sands") through the implementation of the Watermaster's Rules and Regulations on Transfers ("Transfer Rules"). A copy of that letter is enclosed as Attachment "1" for your reference. On April 25, 2018, the Watermaster approved Transfer Rules. The Watermaster must now submit the Transfer Rules to the court for final approval.

Even though the Transfer Rules are in the process of being approved, the court must approve the Watermaster's Annual Report (in August) that will trigger the formal transfer of the Golden Sands water rights to New Goldensands.

In our April 11th letter, we also requested that you provide our office with information pertaining to a certain "Leer" transfer of water rights to New Goldensands. We advised you of important and time-sensitive issues to be addressed regarding that Leer transfer, including issues that could affect New Goldensands' ability to use that water. We have not received any further information from you regarding the Leer transfer.

Please be advised that the documentation, evaluation and confirmation of the Leer transfer is not presently resolved from the Watermaster's perspective (or ours). We

Rocky Yang

Re: *New Goldensands Water Rights Transfers
and Disengagement of Legal Representation*

May 3, 2018

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Confidential Communication

Attorney / Client Privileged

emphasize this point in light of your April 26th email to our office, a copy of which is enclosed as Attachment "2", in which you indicated that nothing further is required for the Leer transfer. In fact, within an hour of receiving your April 26th email, our office received correspondence from the Watermaster Engineer requesting information regarding the Leer transfer, including the date of transfer, the reason for the transfer, and the applicable Assessor's Parcel Number. A copy of that correspondence is enclosed as Attachment "3".

Pursuant to your direction to us in your April 26th email, Gresham|Savage will commence withdrawing from continuing to represent New Goldensands with respect to the Antelope Valley Groundwater Adjudication ("Adjudication"). This may require that we file a motion to be relieved as your counsel, since appeals are now pending. In the interim, we will take no further steps to resolve the open issues pertaining to the Leer transfer, or any other aspect of the Adjudication for New Goldensands (other than seeking to withdraw from legal representation).

Please be advised that pursuant to California law, New Goldensands cannot represent itself in the Adjudication (including any appeals). Rather, business entities like New Goldensands must be represented by legal counsel. If New Goldensands has new legal counsel, please provide us with that law firm's contact information.

Finally, enclosed as Attachment "4" is a Notice of Substitution of Counsel. Please sign and return this document in the self-addressed, stamped envelope to our office as soon as possible.

If you have any questions, please let us know.

Sincerely,



Michael Duane Davis, of
GRESHAM SAVAGE
NOLAN & TILDEN,
A Professional Corporation

MDD:DRH:dms
Enclosures

Attachment 1

April 11, 2018

*Confidential Communication
Attorney / Client Privileged*

VIA ELECTRONIC MAIL

Rocky Yang
New Goldensands Investment LLC
2478 Stevens Avenue
Rosemead, CA 91770

*Re: Status of Water Rights Transfer Process as to Miracle Improvement Corporation and
Questions Regarding "Leer" Transfer*

Dear Rocky,

This letter follows my prior letter to you, dated February 12, 2018. In that letter, I explained that initially, the Antelope Valley Watermaster ("Watermaster") had taken the position that we needed to formally apply to the Court, through a motion, to have the Exhibit 4 Water Rights that had been adjudicated to Miracle Improvement Corporation d.b.a. Golden Sands Mobile Home Park ("Golden Sands") transferred to New Goldensands Investments, LLC ("New Goldensands").

On January 30, 2018, we prepared and submitted the Motion to the Watermaster for approval, under cover of a letter providing the background and basis for the Motion, the newly appointed Watermaster General Counsel [Craig Parton of Price, Postel & Parma] and Watermaster Engineer [Phyllis Stanin of Todd Groundwater] informed us that the Watermaster had changed its position and now preferred that transferees utilize the process being developed under the proposed Rules and Regulations implementing the Judgment's requirements for Transfers ("Transfer Rules") rather than filing motions with the Court to implement transfers.

As you will recall, we began the process of obtaining judicial recognition of the transfer of the Exhibit 4 Water Rights from Golden Sands to New Goldensands by way of motion procedure, as that was the process that had been utilized by the Court prior to the development of the Transfer Rules. However, once the Transfer Rules began being developed, it became apparent that they would constitute a new process for validating transfers going forward. Consequently, we agreed to evaluate whether those Transfer Rules would provide an acceptable, alternative set of procedures by

Since 1970

Rocky Yang
Re: Status of Water Rights Transfer Process
April 11, 2018
Page 2

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which to obtain judicial recognition that New Goldensands is the current owner of the Exhibit 4 water rights acquired from Golden Sands as its successor-in-interest.

We have monitored the Watermaster's development of the Transfer Rules and negotiated certain revisions with the Watermaster that we believe are necessary to protect the integrity of New Goldensands' water rights transfer from Golden Sands under those Transfer Rules. The Watermaster Board has set a public hearing to approve the Transfer Rules on April 25, 2018.

We consider the Transfer Rules, in their current form, to provide a satisfactory method through which New Goldensands' ownership of the Exhibit 4 water rights acquired from Golden Sands will be judicially recognized. In short, the Transfer Rules require the Watermaster to set forth each year in its Annual Report to the Court, all transfers that have occurred in the prior year. The Annual Report will be required to identify the transferor and the transferee, as well as the nature and extent of the transfer of water rights.

The Judgment requires the Watermaster to submit each Annual Report to the Court for consideration and approval at a noticed hearing. Once the Court approves the Annual Report, the Court will issue an order, at which point the Annual Report is considered final. It is that (anticipated) order of the Court approving the next Watermaster Annual Report that, in our opinion, will comprise the necessary judicial recognition of New Goldensands' status as the owner of the water rights acquired from Golden Sands.

Though the process had changed from a motion to the Transfer Rules, certain provisions contained in our motion needed to be preserved for validating your transfer under the Transfer Rules. Consequently, we obtained written confirmation from the Watermaster General Counsel and Watermaster Engineer, of the following:

(1) Effective Date of Transfer: Watermaster will recognize, including in its annual report to be approved by the Court, that New Goldensands is the transferee and owner of the transferred Water Rights as of December 9, 2016, when New Goldensands acquired the real property and water rights as described in our January 30, 2018 letter to the Watermaster General Counsel;

(2) Formal Process: New Goldensands' January 30, 2018 letter and stipulation will be recognized and accepted in lieu of requiring New Goldensands to

Rocky Yang
Re: *Status of Water Rights Transfer Process*
April 11, 2018
Page 3

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complete a Transfer Request Form (since our letter covered all the issues that the form seeks to address);

(3) Application Fee: New Goldensands will not be required to pay an “application fee” to the Watermaster with respect to Watermaster staff’s review of our January 30, 2018 letter or for associated administrative work regarding Golden Sands’ transfer to New Goldensands, as the proposed fee would have been adopted after New Goldensands’ application was submitted to the Watermaster; and

(4) Ownership of the Transferred Rights: As the acquirer of the transferred Water Rights, New Goldensands—and not its transferor Golden Sands—will be the owner of the transferred Water Rights, and will assume all of the rights and responsibilities of ownership of those Water Rights under the Judgment.

In short, when the Watermaster Board adopts the Transfer Rules (presumptively in substantially their current form), New Goldensands’ acquisition of the Water Rights from Golden Sands will be memorialized in the Watermaster Annual Report, which will be submitted to the Court for approval. Since we submitted the motion and cover letter to the Watermaster before the Transfer Rules were adopted, New Goldensands will be exempted from most of the general requirements in the Transfer Rules that would have otherwise burdened New Goldensands, including the completion of a Transfer Request Form and payment of the application fee to the Watermaster. In light of these pending outcomes, it appears that the Motion will no longer be required. We will keep you apprised if anything changes.

As a separate but related and time-sensitive matter, it was just brought to our attention by the Watermaster Engineer staff that New Goldensands has also acquired property and/or water rights from a different Exhibit 4 Party, namely the 1 Acre-Foot-Per Year allocated in the Judgment to “James M. Leer, III and Diana Leer.” As we were previously unaware of the Leer acquisition, we have negotiated no special arrangements for these water rights. Consequently, you may be required to go through a change in place of use and change in purpose of use¹, along with other

¹ There are provisions in the Judgment that limit or prohibit changing the manner or location of water use. If New Goldensands has any intention of using water pumped from the “Leer” property on any property other than the Leer property (such as at the mobile home park acquired from Golden Sands), the Watermaster will be required to evaluate whether that is permitted under the Judgment; and if so, the protocols necessary to obtain recognition and/or approval of that change in manner or location of use. Similarly, if the Leer water was used for

Rocky Yang
Re: *Status of Water Rights Transfer Process*
April 11, 2018
Page 4

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analyses, as well as to comply with the other Transfer Rules requirements. If you wish to attempt to avoid those burdens and costs, you should immediately, provide our office with all information and documentation pertaining to this transfer as soon as possible, including any property deeds, water rights deeds, contracts, etc.

At this late hour, we cannot predict whether the Watermaster General Counsel and Watermaster Engineer would be willing to recommend extending to New Goldensands the same exemptions under the Transfer Rules (regarding a Transfer Request Form, fees, etc.) that we secured with respect to the Golden Sands transfer. However, we will not be able to attempt to secure the extension of the same exemptions to the Leer acquisition without the information we request.

I strongly encourage you to provide my office with all documentation regarding the "Leer" transfer, as soon as possible. Of course, feel free to contact us if you have any questions.

Sincerely,



Michael Duane Davis, of
GRESHAM SAVAGE
NOLAN & TILDEN,
A Professional Corporation

MDD:DRH:dms

a non-domestic purpose and you now propose to use it for a domestic purpose, the Watermaster may need to recommend an adjustment to the percentage of the adjudicated rights that can be used without payment of a replacement assessment.

Attachment 2

Derek Hoffman

From: Rocky Yang <rockyyang3788@gmail.com>
Sent: Thursday, April 26, 2018 3:33 PM
To: Michael Duane Davis
Cc: Derek Hoffman; Dina Snider; Christine Peng
Subject: Water Rights Transfer

Mr. Davis,

We are informed by the Water Master that the transfer of water rights has been approved and New Goldensands Investment is now the owner of 28 acre ft. water rights including 1 acre ft. from "Leer". The ownership would be verified in the upcoming 2017 Annual Report Exhibit 4. No further filing of documents or anything is necessary.

We appreciate your help in this matter and any allocation of your or your associate's time is no longer required.

Best regards,

Rocky Yang

Attachment 3

Derek Hoffman

From: Kate White <KWhite@toddgroundwater.com>
Sent: Thursday, April 26, 2018 3:06 PM
To: Derek Hoffman
Subject: RE: Miracle Improvement Transfer to New Goldensands

Hi Derek, have you had any progress in finding information on the Leer-Goldensand MHP transfer?

Below is the applicable portion of the Transfer Table that will appear in the Annual Report. As mentioned before, I am looking for:

- Date of transfer
- Reason for transfer (property sale?)
- Parcel number(s)

Original Producer	Transferee	Type of Transfer	Amount (AFY)	Parcels/APN
James M. Leer, III and Diane Leer	Goldensands MHP c/o Rocky Yang		1	?
Miracle Improvement Corporation dba Golden Sands Mobile Home Park dba Golden Sands Trailer Park	New Goldensands Investment, LLC	Transfer in connection with property sale	27	3154-002-024

Thanks, Kate

Kate White, PE
Senior Civil Engineer



2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510.747.6920 x107
kwhite@toddgroundwater.com
www.toddgroundwater.com

BY RECEIVING THIS ELECTRONIC INFORMATION, including all attachments, the receiver agrees that this data may not be modified or transferred to any other party without the prior written consent of Todd Groundwater, that this electronic information may not necessarily represent the information shown on the recorded or approved final developments and/or documents, and that the receiver is responsible for verifying the information contained within the electronic data against the recorded or approved final documents. This privileged and confidential information is intended only for the use of the addressee(s) named above. Anyone who receives this communication in error should notify the sender immediately by reply e-mail.

From: Derek Hoffman [mailto:Derek.Hoffman@GreshamSavage.com]
Sent: Wednesday, April 04, 2018 11:38 AM
To: Kate White <KWhite@toddgroundwater.com>
Cc: Craig A. Parton <Cparton@ppplaw.com>; Phyllis Stanin <PStanin@toddgroundwater.com>; Michael Duane Davis <Michael.Davis@greshamsavage.com>; Dina Snider <Dina.Snider@GreshamSavage.com>
Subject: RE: Miracle Improvement Transfer to New Goldensands

Attachment 4

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael Duane Davis SBN 93678 GRESHAM SAVAGE NOLAN & TILDEN, PC 550 East Hospitality Lane, Suite 300 San Bernardino, CA 92408 TELEPHONE NO.: (909) 890-4499 FAX NO. (Optional): (909) 890-9877 E-MAIL ADDRESS (Optional): Michael.Davis@greshamsavage.com ATTORNEY FOR (Name): New Goldensands Investment LLC	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: same CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
CASE NAME: ANTELOPE VALLEY GROUNDWATER CASES (Including Consolidated Actions)	
SUBSTITUTION OF ATTORNEY—CIVIL (Without Court Order)	CASE NUMBER: JCCP 4408 (Santa Clara No. 1-05-CV-049053)

THE COURT AND ALL PARTIES ARE NOTIFIED THAT (name): New Goldensands Investment LLC makes the following substitution:

1. **Former legal representative** ☐ Party represented self ☒ Attorney (name): Michael Duane Davis
2. **New legal representative** ☐ Party is representing self* ☐ Attorney
- a. Name: _____ b. State Bar No. (if applicable): _____
- c. Address (number, street, city, ZIP, and law firm name, if applicable): _____
- d. Telephone No. (include area code): _____ Cross-
3. The party making this substitution is a ☐ plaintiff ☒ defendant ☐ petitioner ☐ respondent ☐ other (specify): _____

***NOTICE TO PARTIES APPLYING TO REPRESENT THEMSELVES**

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • Guardian • Conservator • Trustee | <ul style="list-style-type: none"> • Personal Representative • Probate fiduciary • Corporation | <ul style="list-style-type: none"> • Guardian ad litem • Unincorporated association |
|--|---|---|

If you are applying as one of the parties on this list, you may NOT act as your own attorney in most cases. Use this form to substitute one attorney for another attorney. **SEEK LEGAL ADVICE BEFORE APPLYING TO REPRESENT YOURSELF.**

NOTICE TO PARTIES WITHOUT ATTORNEYS

A party representing himself or herself may wish to seek legal assistance. Failure to take timely and appropriate action in this case may result in serious legal consequences.

4. I consent to this substitution.

Date: May __, 2018

Rocky Yang, managing member of New Goldensands Investment LLC

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY)

5. ☒ I consent to this substitution.

Date: May __, 2018

Michael Duane Davis

(TYPE OR PRINT NAME)



(SIGNATURE OF FORMER ATTORNEY)

6. ☐ I consent to this substitution.

Date: _____

(TYPE OR PRINT NAME)



(SIGNATURE OF NEW ATTORNEY)

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO


Re: *ANTELOPE VALLEY GROUNDWATER CASES*
Los Angeles County Superior Court Judicial Council Coordinated
Proceedings No. 4408; Santa Clara County Superior Court Case No. 1-05-CV-049053

I am employed in the County of San Bernardino, State of California. I am over the age of 18 years and not a party to the within action; my business address is: 550 E. Hospitality Lane, Suite 300, San Bernardino, CA 92408-4205. On July 16, 2018 **DECLARATION OF MICHAEL DUANE DAVIS DECLARATION IN SUPPORT OF MOTION TO BE RELIEVED AS COUNSEL**, I served copies of the within documents described as on the interested parties in this action in a sealed envelope addressed as follows:

See attached Service List

- ☒ **BY MAIL** - I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on the same day in the ordinary course of business, with postage thereon fully prepaid at San Bernardino, California. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE** - I caused such envelope to be delivered by hand to the offices of the addressee pursuant to C.C.P. § 1011.
- ☐ **BY EXPRESS MAIL/OVERNIGHT DELIVERY** - I caused such envelope to be delivered by hand to the office of the addressee via overnight delivery pursuant to C.C.P. § 1013(c), with delivery fees fully prepaid or provided for.
- ☐ **BY FACSIMILE** - I caused such document to be delivered to the office of the addressee via facsimile machine pursuant to C.C.P. § 1013(e). Said document was transmitted to the facsimile number of the office of the addressee from the office of Gresham Savage Nolan & Tilden, in San Bernardino, California, on the date set forth above. The facsimile machine I used complied with California Rules of Court, Rule 2003(3) and no error was reported by the machine. Pursuant to California Rules of Court, Rule 2009(i), I caused the machine to print a record of the transmittal, a copy of which is attached to this declaration.
- ☐ **BY ELECTRONIC/EMAIL** - I caused such document to be delivered to the office of the addressee via electronic e-mail pursuant to C.C.P. § 1013(a). Said document was transmitted to the email address of that office which is listed on the above Service List. Said document was served electronically and the transmission was reported as complete and without error.
- ☐ **FEDERAL** - I am employed in the office of a member of the bar of this court at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 16, 2018, at San Bernardino, California.



Dina Snider

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SERVICE LIST

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

Rocky Yang New Goldensands Investment LLC 2478 Stevens Ave. Rosemead, CA 91770	David Reinhard, President Miracle Improvement Corporation dba Golden Sands Mobile Home Park aka Golden Sands Trailer Park 23381 Pine Glen Mission Viejo, CA 92692
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