

Received

APR 18 2013

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

Coordination Proceeding  
Special Title (Rule 1550(b))

**ANTELOPE VALLEY GROUNDWATER CASES**

Included Actions:

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

Los Angeles County Waterworks District No. 40 v.  
Diamond Farming Co.  
Superior Court of California, County of Kern,  
Case No. S-1500-CV-254-348

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

Willis v. Los Angeles County Waterworks District  
No. 40  
Superior Court of California, County of Los  
Angeles, Case No. BC 364 553

Wood v. Los Angeles County Waterworks District  
No. 40  
Superior Court of California, County of Los  
Angeles, Case No. BC 391869

Judicial Council Coordination  
Proceeding No. 4408

For Court's Use Only:  
Santa Clara County Case No.  
1-05-CV-049053  
(for E-Posting/E-Service  
Purposes Only)

Date/Time: Monday, March 25, 2013 (9:00 am)

Concluded at 12:00 pm

Location: Superior Court of California  
County of Los Angeles

Department 40  
Stanley Mosk Courthouse  
111 N. Hill Street  
Los Angeles, CA 90012

*Antelope Valley Groundwater Cases (JCCP 4408)  
Los Angeles County Superior Court, Case No. BC 325 201  
March 25, 2013 (9:00am) / Hon. Jack Komar*

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Present: Hon. Jack Komar, Judge  
Sandra Geco, CSR #3806

~~R. Walker~~ (Santa Clara County)  
\_\_\_\_\_, C.A. Deputy Sheriff

**MINUTE ORDER: HEARING ON APPROVAL OF PARTIES' STIPULATIONS ON EVIDENCE  
RELEVANT TO PHASE FOUR TRIAL**

Date Submitted	Parties	Attorney(s)	Approved/Not Approved or Other Status
3/11/13	Phelan Piñon Hills Community Services District	Wesley A. Miliband	Deferred for the Public Waters Suppliers to obtain more detail on well location and pumping volume. It was represented that those facts will likely be the subject of stipulations. The Court indicated that the legal effect of the facts is a legal issue to be decided in view of the well being located in the Antelope Valley Jurisdictional area but that the water pumped is used in adjacent Mojave County, which is the subject of a separate court proceeding.
3/14/13	Rosamond Ranch, LP; Elias Shokrian; Shirley Shokrian	Frank Satalino	Agreed to by the stipulating parties.
3/14/13	"Public Parties," including State of California, State of California 50 <sup>th</sup> District Agricultural Association (collectively, State of California), City of Los Angeles, by and through its Department of Airports, Los Angeles World Airports (LAWA), the County Sanitation Districts of Los Angeles Nos. 14 and 20 (LA County Sanitation), Antelope Valley-East Kern Agency (AVEK)	Noah Golden-Krasner; Christopher M. Sanders; William J. Brunick; Janet K. Goldsmith	
3/14/13	Copa de Oro Land Company, Los Angeles County Waterworks District No. 40, Palmdale Water District	Ryan S. Bezerra	Resulted in a partial stipulation agreeing to the declaration as to all years pumping except 2000 and 2001. The stipulation, as modified, will be filed with the Court by the parties.

3/15/13	Northrop Grumman Systems Corporation and the "PWAs"	Neal Maguire	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Southern California Edison Company and the "PWAs"	Neal Maguire	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	AV Solar Ranch 1, LLC and the "PWAs"	Neal Maguire	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	eSolar, Inc. and Red Dawn Sun Tower, LLC	Neal Maguire	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	eSolar, Inc. and Tumbleweed Sun Tower, LLC	Neal Maguire	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	eSolar, Inc. and Sierra Sun Tower, LLC	Neal Maguire	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Boron Community Services District	James Worth	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Antelope Park Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Aqua J Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Averydale Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.

3/15/13	Baxter Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Bleich Flat Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Colorado Mutual Water Company	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	El Dorado Mutual Water Company	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Evergreen Mutual Water Company	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Land Projects Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Landale Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Shadow Acres Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Sundale Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Sunnyside Farms Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.

3/15/13	Tierra Bonita Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	West Side Park Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	White Fence Farms Mutual Water Company, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Adams Bennett Investments, LLC	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Miracle Improvements Corporation dba Golden Sands Mobile Home Park aka Golden Sands Trailer Park	Michael Duane Davis	Approved.
3/15/13	Sheep Creek Water Company	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	Service Rock Products, LP (originally named as Service Rock Products Corporation)	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
3/15/13	St. Andrew's Abbey, Inc.	Michael Duane Davis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.

3/15/13	Gene T. Bahlman; William & Julie Barnes; William R. Barnes & Eldora M. Barnes Family Trust of 1989; Thomas M. Bookman; B.J. Calandri; John Calandri; John Calandri as Trustee of the John and B.J. Calandri 2001 Trust; Son Rise Farms; Calmat Land Company; Sal and Connie L. Cardile; Efren and Luz Chavez; Consolidated Rock Products, Del Sur Ranch LLC; Steven Godde as Trustee of the Forrest G. Godde Trust; Lawrence A. Godde; Lawrence A. Godde and Godde Trust; Robert and Phillip Gorrindo; Gorrindo Family Trust; Laura Griffin; Healy Farms; Healy Enterprises, Inc.; John Javadi and Sahara Nursery; Juniper Hills Water Group; Gailen Kyle; Gailen Kyle as Trustee of the Kyle Trust; James W. Kyle; James W. Kyle as Trustee of the Kyle Family Trust; Julia Kyle; Wanda E. Kyle; Maritorena Living Trust; Jose and Marie Maritorena; Richard H. Miner; Barry S. Munz; Terry A. Munz and Kathleen M. Munz; Eugene B. Nebeker; R and M Ranch, Inc.; Richard and Michael Nelson; Robert Jones; John and Adrienne Reca; Mabel Selak; Jeffrey L. & Nancee J. Siebert; Dr. Samuel Kremen and Tierra Bonita Ranch Company; Beverly Tobias; Triple M Property FKA and 3M Property Investment Co.; Vulcan Materials Co. and Vulcan Lands, Inc.; Willow Springs Company and Donna Wilson	Michael T. Fife	The proposed stipulations of the AGWA Group were objected to by the Public Water Producers subject to further consideration. The principal basis for the objection related to the "Crop Duty" determinations used to calculate water production. The Court directed that the parties meet and confer to create stipulations of the undisputed facts, including ownership and location of the subject properties so that the facts could be presented to the parties' experts for opinions on "crop duties" at the time of trial so as to avoid having to call all the parties to testify concerning undisputed facts. The parties agreed to engage in that meeting.
3/15/13	Little Rock Sand and Gravel, Inc.; Holliday Rock Co., Inc., successor-in-interest to Littlerock Aggregate Co., Inc. dba Antelope valley Aggregate, Inc.; The Frank and Yvonne Lane 1993 Family Trust, Dated March 5, 1993, as Restated July 20, 2000; The George and Charlene Lane Family Trust; Monte Vista Building Sites, Inc.; A.V. Materials, Inc.; Landinv, Inc.; Bruce Burrows and 300 A 40 H, LLC	James W. Lewis	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.

03/20/13	SGS Antelope Valley Development, LLC	Neal P. Maguire	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.
03/22/13	Diamond Farming Company; Crystal Organic Farms; Grimmway Enterprises, Inc.; Lapis Land Company, LLC	Bob H. Joyce	Deferred, with the expectation expressed by the parties that further stipulations will be agreed to by the respective parties.

**PWAs** includes Los Angeles County Waterworks District No. 40, Quartz Hill Water District, Littlerock Creek Irrigation District, Palm Ranch Irrigation District, Palmdale Water District, the City of Palmdale, the City of Lancaster, and Rosamond Community Services District.

Parties who have objected and declined to enter into stipulations are ordered to inspect the declarations and advise the proponents, no later than April 15, 2013, of any reasons why they do not believe the declarations are accurate or why they cannot otherwise agree to stipulate. Counsel will prepare the proposed Order and post the same for comment. The parties will have 5 days to post comments in writing to the Court so the Court may evaluate the comments before signing the Order.

The **Ex Parte Motion concerning ex parte communications filed by Los Angeles County Water Works District No. 40** was reset for hearing on May 13, 2013 at 9:00 a.m. The Court stated on the record it had received no ex parte communications and specifically had also not received the letter referred to in Mr. Dunn's declaration.

The **Ex Parte Application by Granite Construction Company for a Protective Order is approved** without opposition to permit various parties to modify the previously entered protective order to permit counsel to designate documents as "attorney eyes only," subject to further Order of the Court.

The Court and the parties discussed the scope of the Phase Four Trial for clarification. The Court declined to modify the previously entered Order defining the scope of the trial.

A Further Case Management and Status Conference is set for April 30, 2013 at 9:00 a.m. via CourtCall.

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**Future Events:**

Date	Type	Location
April 30, 2013 (9am)	Further Status Conference	CourtCall

May 13, 2013 (9am)	Motion by LACWD No. 40 for an Order (1) requiring disclosure of ex parte communications; (2) precluding information protected by the mediation confidentiality as evidence; (3) enjoining further disclosure of information protected by the mediation privilege; and (4) show cause re imposition of sanctions and other appropriate relief	Via CourtCall.com – all parties, including the Court
May 13, 2013 (9am)	Motions in Limine re federal reserved rights and/or return flows	Department 222, Mosk Courthouse, Superior Court of California, County of Los Angeles
May 28, 2013 (9am)	Trial – Phase 4	TBA

**PARTIES/ATTORNEYS OF RECORD:**

As stated in the record.

**REPORTER:** This hearing was reported by Sandra Geco, CSR #3806.