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

**ANTELOPE VALLEY
GROUNDWATER CASES**

Included Actions:

Los Angeles County Waterworks District No. 40 v. Diamond Farming Co. Superior Court of California County of Los Angeles, Case No. 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 No. RIC 353 840, RIC 344 436, RIC 344 668

) Judicial Council Coordination Proceeding
) No. 4408
)

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

) **AGWA’s OBJECTION TO FEDERAL**
) **DEFENDANTS’ RESPONSE TO RICHARD**
) **WOOD’S MOTION TO DECERTIFY**
) **SMALL PUMPER CLASS**
)

1 The Antelope Valley Groundwater Agreement Association (“AGWA”) hereby objects to
2 statements contained in the United States’ *Response to Richard Wood’s Motion to Decertify Small*
3 *Pumper Class*, filed June 26, 2012 (“Response”) regarding the purported native safe yield of the
4 Basin. In its Response, the United States improperly asserts that “[a]s currently claimed or as
5 estimated by various parties, [the Wood class small pumpers] represents roughly 5-10% of the
6 pumping from the native safe yield of 82,300 acre-feet.” (Response, at 3:5-6.) However, in its
7 Statement of Decision for Phase III, the Court conservatively determined that the safe yield of the
8 Basin is 110,000 acre-feet per year. The Court did not apportion this safe yield amount into different
9 types of water, and in fact specifically declined to make such an apportionment.

10 At the July 11, 2011 hearing on the then-proposed Statement of Decision, the Court
11 explained that detailed issues such as percentages of recharge and return flows were not before the
12 Court in Phase III:

13 None of those things were adjudicated. [The safe yield] was
14 adjudicated on a very general basis with the intent of determining
15 whether or not there was a sufficient overdraft problem in the
16 adjudication area such that the court would be in the position of
17 making determinations concerning physical solutions and how that
18 might be brought about. So that when you are asking for a lot of
19 detailed findings, I don’t think you are entitled to them.

20 (Reporter’s Transcript of Proceedings, July 11, 2011, at 13:17-26.) In the Statement of Decision for
21 Phase III, the Court reiterated, “The only issues at this phase of the trial were simply to determine
22 whether the adjudication area aquifer is in a current state of overdraft and as part of that adjudication
23 to determine the safe yield. This Statement of Decision focuses solely on those issues.” (Statement
24 of Decision Phase III Trial (July 13, 2011), at 2:10-12.) Accordingly, AGWA objects to the United
25 States’ Response to the extent the Response suggests that the law of this case includes any detailed
26 apportionment of the safe yield of the Basin.

1 Dated: June 28, 2012

BROWNSTEIN HYATT FARBER SCHRECK, LLP

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3 By:



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6 ATTORNEYS FOR AGWA
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