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7 INC.

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SANTA CLARA

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11 COORDINATION PROCEEDING	)	Judicial Council Coordination
12 SPECIAL TITLE (Rule 1550(b))	)	Proceeding No. 4408
13 ANTELOPE VALLEY GROUNDWATER	)	CASE NO. 1-05-CV-049053
14 CASES	)	
15 INCLUDED ACTIONS:	)	SUGGESTIONS OF BOLTHOUSE
16 LOS ANGELES COUNTY WATERWORKS	)	PROPERTIES, LLC AND WM.
17 DISTRICT NO. 40 v. DIAMOND	)	BOLTHOUSE FARMS, INC. REGARDING
18 FARMING COMPANY, et al.,	)	POTENTIAL SETTLEMENT CONFERENCE
19 Los Angeles Superior Court	)	
20 Case No. BC325201	)	
21 LOS ANGELES COUNTY WATERWORKS	)	
22 DISTRICT NO. 40 v. DIAMOND	)	
23 FARMING COMPANY, et al.,	)	
24 Kern County Superior Court	)	
25 Case No. S-1500-CV-254348	)	
26 DIAMOND FARMING COMPANY, and	)	
W.M. BOLTHOUSE FARMS, INC., v.	)	
CITY OF LANCASTER, et al.,	)	
Riverside Superior Court	)	
Case No. RIC 344436 [c/w case no.	)	
RIC 344668 and 353840]	)	
ROSAMOND COMMUNITY SERVICES	)	
DISTRICT,	)	
CROSS-COMPLAINANT,	)	

1           Based upon the objections filed to this Court acting as a  
2 settlement conference judge in the above-captioned matter, the  
3 Court requested suggestions as to how to proceed. Although the  
4 parties are certainly in a position to proceed as they desire  
5 regarding potential settlement, settlement negotiations held by  
6 an individual knowledgeable regarding water law, in particular  
7 the issues involved in this case, would be preferable to simply  
8 another trial judge.

9           The Court has advised other parties who may not be  
10 participating in settlement discussions between the Purveyors and  
11 the Classes, that such other parties may object to any potential  
12 settlement between the Purveyors and the Classes. However, a  
13 mediator familiar with water issues such as those involved in  
14 this case, may be in a better position to assist in a resolution  
15 between the Purveyors and the Classes which will not immediately  
16 draw objection from the non-settling parties. For example, given  
17 the fact that the Purveyors have filed and requested a  
18 comprehensive adjudication, and because a comprehensive  
19 adjudication is necessary to satisfy the McCarran Act, any other  
20 party potentially would have claims which could affect, or be  
21 affected by, water rights of the settling classes. These concerns  
22 need to be either addressed by objection and/or cross-complaint  
23 to have a comprehensive adjudication.

24           Bolthouse Properties, LLC and Wm. Bolthouse Farms, Inc., are  
25 of the opinion that parties desiring to mediate do so with a  
26 mediator knowledgeable in water issues such as those involved in  
this comprehensive adjudication. Further, Bolthouse Properties,

1 LLC and Wm. Bolthouse Farms, Inc. have some concern that  
2 piecemeal settlements may give rise to more problems and  
3 complications than would comprehensive resolution of the matter.  
4 Although settling out individual claimants can often move  
5 settlement along, in some cases, potentially this one, it may  
6 have the effect of raising disputes between parties which might  
7 not otherwise exist and causing some parties to question the  
8 motivations behind settlement.

9 Piecemeal settlements with only certain parties will  
10 undoubtedly cause non-settling parties to be extremely concerned  
11 about the meaning of individual settlement terms and the  
12 potential impact of such settlements on the remaining parties.  
13 Resolution of the case clearly would be in the best interest of  
14 all parties. However, getting bogged down in the minutia of  
15 various settlement agreements between individual parties may  
16 inadvertently divert parties from focusing on a settlement which  
17 will work for all parties, rather than working just for those  
18 parties entering into a piecemeal settlement.

19 All in all, Bolthouse Properties, LLC and Wm. Bolthouse  
20 Farms, Inc. believe that a comprehensive approach to settlement  
21 with a qualified mediator still is the best approach.  
22 Unfortunately, to date, a primary purveyor party has been unable  
23 to, or has refused, to make a written settlement proposal and/or  
24 to meaningfully articulate a settlement position. Without a  
25 representation that the this purveyor party is willing to be  
26 bound by particular settlement terms, it does not appear  
settlement negotiations at this point will be particularly

1 meaningful either individually or collectively. In any event,  
2 Bolthouse Properties, LLC and Wm. Bolthouse Farms, Inc. invite  
3 meaningful attempts to resolve the case, but request the parties  
4 be in a position to make meaningful settlement proposals.

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6 DATED: May 1, 2009

Respectfully submitted,

7 CLIFFORD & BROWN

8  
9 By: 

RICHARD G. ZIMMER, ESQ.

T. MARK SMITH, ESQ.

10 Attorneys for BOLTHOUSE PROPERTIES, LLC  
11 and WM. BOLTHOUSE FARMS, INC.

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*Santa Clara County Superior Court Case No. 1-05-CV-049053*

On May 1, 2009, I served the foregoing document(s) entitled: