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and WM. BOLTHOUSE FARMS, INC.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

CENTRAL DISTRICT

COORDINATION PROCEEDING
SPECIAL TITLE (Rule 1550(b))

ANTELOPE VALLEY GROUNDWATER
CASES

INCLUDED ACTIONS:

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40 v. DIAMOND FARMING
COMPANY, et al.,
Los Angeles Superior Court Case No. BC325201

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40 v. DIAMOND FARMING
COMPANY, et al.,
Kern County Superior Court Case No. S-1500-
CV-254348

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]

AND RELATED ACTIONS.

JUDICIAL COUNCIL COORDINATION PROCEEDING
No. 4408

CASE NO. 1-05-CV-049053
Action Filed: October 26, 2005

**WM. BOLTHOUSE FARMS, INC'S AND
BOLTHOUSE PROPERTIES, LLC'S
PHASE 6 TRIAL BRIEF**

Trial Date: September 28, 2015
Action Filed: October 26, 2005

I.

INTRODUCTION

Wm. Bolthouse Farms, Inc. and Bolthouse Properties, LLC, hereinafter ("Bolthouse") submit

1 this Phase 6 Trial Brief. Bolthouse owns and farms various ranches. These ranches have been farmed
2 for generations. For example, the RETLAW Ranch was owned at one time by Walter (spelled
3 backwards as “Retlaw”) Disney. These ranches are identified in the Amended Declaration of
4 Anthony L. Leggio in Lieu of Deposition Testimony for Phase 4 Trial with Exhibits submitted on
5 May 29, 2013 and introduced into evidence, and resulting in Findings of Fact by the Court as to the
6 information contained therein; including information filed with the Court and served on parties
7 leading up to the Phase 4 Trial. The various ranches continue to be used for farming.

8 II.

9 EVIDENCE & WITNESSES

10 As noted above, Bolthouse has filed with the Court and served on the parties, voluminous
11 documentation confirming the amount and nature of its water usage on the ranches. Evidence
12 confirming Bolthouse ranches, APNs, title, crops and crop duties were presented to the Court in the
13 Phase 4 Trial and admitted into evidence by the Court resulting in Findings of Fact by the Court.
14 This Court has, on numerous occasions, confirmed to the parties that additional evidence is not
15 necessary for purposes of the Phase 6 Trial. However, Bolthouse prophylactically identified in its
16 Witness & Exhibit List, Submitted by Bolthouse Properties, LLC and Wm. Bolthouse Farms, Inc. for
17 the Prove-Up Trial on April 27, 2015, various witnesses and evidence which, if necessary, can be
18 used again to prove-up what was previously proved-up. Bolthouse contends this is not necessary
19 based upon the Phase 4 Trial and the clear direction of this Court.

20 III.

21 PROPOSED JUDGMENT AND PHYSICAL SOLUTION

22 Most of the parties have entered into a Proposed Judgment and Physical Solution. This
23 Proposed Judgment and Physical Solution took years to accomplish based upon substantial time and
24 financial investment of the original stipulating parties. The Judgment and Physical Solution result in
25 all stipulating parties substantially cutting their water usage to ensure that groundwater extractions
26 from the groundwater basin do not exceed the safe yield. For example, depending upon the particular
27 year, Bolthouse is cutting its water usage by fifty percent (50%) or more as a part of the agreed-to
28 Judgment and Physical Solution. Other parties are likewise making substantial reductions and

1 concessions regarding their water use. Bolthouse contends that its previous water usage was
2 reasonable and necessary to the sustenance of human life. The substantial reduction in groundwater
3 use by Bolthouse under the Judgment and Physical Solution likewise is reasonable under the
4 circumstances.

5 The investment of time and financial resources and the substantial reductions and concessions
6 in water use agreed to by the stipulating parties will assure that pumping does not exceed the safe
7 yield and that the groundwater basin in the area of adjudication is protected in the future. The long
8 term protection of the groundwater basin benefits both stipulating parties and non-stipulating parties
9 and the Judgment and Physical Solution should be approved by the court based upon legal and
10 equitable principles.

11 IV.

12 RESERVATION OF RIGHTS

13 The Judgment and Physical Solution were agreed to by the stipulating parties. Therefore,
14 these stipulating parties have agreed not to challenge the claims of each party *inter se*. Each
15 stipulating party has agreed that if the Judgment and Physical Solution are not approved by the Court,
16 the Stipulated Judgment and Physical Solution will be void and each party will then be free to contest
17 any and all *inter se* claims which would have been, or could have been, asserted by any party against
18 any other party. Each party reserves the rights to a jury trial where appropriate, the right to discovery,
19 expert witnesses, depositions, trial and any other rights available under the Code of Civil Procedure to
20 explore, challenge and/or defend *inter se* claims. By way of example, but without limitation, the
21 parties reserve the right to contest prescription claims and return flow claims should the Judgment
22 and Physical Solution not be approved by the Court or be reversed on appeal. Based upon this
23 stipulated agreement, the stipulating parties will not be presenting evidence contesting prescription,
24 return flow or any other *inter se* claims at the Phase 6 Trial and all rights to do so later are reserved as
25 between the stipulating parties. Bolthouse specifically reserves all of these rights should the
26 Stipulated Judgment and Physical Solution not be approved in whole or in part by the Court, or if the
27 Stipulated Judgment and Physical Solution are reversed in whole or in part on appeal.

28 V.

1 CONCLUSION

2 Bolthouse requests the Court approve the Stipulated Judgment and Physical Solution.

3
4 DATED: September 22, 2015

Respectfully submitted,

5 CLIFFORD & BROWN

6
7
8 By


RICHARD G. ZIMMER, ESQ.

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

1 PROOF OF SERVICE (C.C.P. §1013a, 2015.5)
2 Antelope Valley Groundwater Cases
3 Judicial Counsel Coordination Proceeding No. 4408
4 Santa Clara County Superior Court Case No. 1-05-CV-049053

5 I am employed in the County of Kern, State of California. I am over the age of 18 and not a
6 party to the within action; my business address is 1430 Truxtun Avenue, Suite 900, Bakersfield, CA
7 93301.

8 On September 22, 2015, I served the foregoing document(s) entitled:

9 **BOLTHOUSE PROPERTIES, LLC'S and WM. BOLTHOUSE FARMS, INC'S PHASE 6**
10 **TRIAL BRIEF**

11 by uploading the document listed above to the Santa Clara Superior Court website in regard to the
12 Antelope Valley Groundwater Matter. All parties listed on the Santa Clara Superior Court in regard
13 to the Antelope Valley Groundwater Matter are hereby incorporated within by this reference.

14 X BY SANTA CLARA SUPERIOR COURT E-FILED IN COMPLEX LITIGATION
15 PURSUANT TO CLARIFICATION ORDER DATED OCTOBER 27, 2005.

16 Executed on September 22, 2015, at Bakersfield, California.

17 X (State) I declare under penalty of perjury under the laws of the State of California that
18 the above is true and correct.

19 
20 DIANA SEIBERT
21 2455-2