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DISTRICT NO. 40

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COUNTY WATERWORKS DISTRICT NO. 40

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

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 325201;

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, Case Nos. RIC 353 840,
RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408

CLASS ACTION

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

**[PROPOSED] STATEMENT OF
PARTIAL DECISION FOR PHASE IV**

The Phase IV trial began on May 28, 2013, in Department 322 of this Court. Over the course of three days, the parties who participated in the Phase IV trial, with the exception of the Wood Class, presented evidence of their respective groundwater pumping during 2011 and 2012. The matter having been submitted, the court now renders its finding of facts in this Phase IV statement of decision.

FINDING OF FACTS

Based on the evidence submitted by the parties who participated in Phase IV, the court finds that the following amounts of groundwater were pumped from the Antelope Valley Groundwater Adjudication Area during 2011 and 2012 by the following parties:

CLAIMANT	2011 Pumping (acre-feet)	2012 Pumping (acre-feet)
Adams Bennett Investments, LLC	0	0
Antelope Park Mutual Water Company	244.7	172.8
Antelope Valley Joint Union High School District	65.94	71.74
Antelope Valley Water Storage LLC	1198	2281
Aqua J Mutual Water Company	42.5	47.3
AV Solar Ranch 1, LLC	129	147
AVEK	11463	2792
Averydale Mutual Water Company	247.9	268
Baxter Mutual Water Company	44.9	44.6
Big Rock Mutual Water Company	0	0
Billie and Randall Dickey	0	0
Bleich Flat Mutual Water Company	21.9	24.8
Blum Trust	0	0
Bolthouse Properties LLC/Farms	16720.22	16891.55
Boron Community Service District	228	233
Burrows/300 A40 H LLC	100	100
California Water Service Co.	623	640
City of Lancaster	489.68	523
City of Los Angeles, Department of Airports	5156	4531
Colorado Mutual Water Company	24.1	27.7
Copa De Oro Land Company	0	0
County Sanitation Districts of Los Angeles #14 and 20	575	551

Craig Van Dam	55	57
Crystal Organic LLC	1591.769	1986.096
Del Sur Ranch LLC	0	0
Desert Lakes Community Service District	58	27.49
Diamond Farming Co. LLC	1641.285	1491.989
Donna and Lee Wilson	10	10
Efren Chavez	25.7	25.7
Eldorado Mutual Water Company	272	280.1
eSolar Inc.; Red Dawn Suntower LLC	0	0
eSolar Inc.; Tumbleweed Suntower LLC	0	0
eSolar, Inc.; Sierra Sun Tower, LLC	5.76	5.76
Evergreen Mutual Water Company	66.4	72.6
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]	1356	948
Gailen and Julie Kyle, R & M Ranch	9108	9442
Gary Van Dam, Gertrude Van Dam, Delmar Van Dam	9840	10023
Gene Bahlman	5.25	5.25
Gorrindo Resourceful LLC	624	0
Granite Construction Company (Little Rock Sand and Gravel, Inc.)	400	400
Grimmway Enterprises, Inc.	0	0
H & N Development Co. West Inc.	1695.25	1904.25
Jane Healy and Healy Enterprises Inc.	0	0
Jeffrey and Nancee Siebert	200	200
John and Adrienne Reca	519.5	483.4
John Calandri, B.J. Calandri, Sunrise Farms	4091	3515
Jose Maritorena, Marie Maritorena, Jean Maritorena, Maritorena Farms, the Jose Maritorena Living Trust	3624.8	3976.3
Juniper Hills Water Group	18	18
Los Angeles County Water Works District 40	16583.24	20618.99
Land Projects Mutual Water Company	621	624
Lendale Mutual Water Company	139.7	175.8
Landinv Inc	1212	862.14
Lapis Land Co., LLC	0	0
Laura Griffin	1170	1170
Lawrence J. Schilling and the L&M Schilling 1992 Family Trust	3.4	3.8

1	Little Rock Creek Irrigation District	1367	1473.37
2	Littlerock Aggregate Co., Inc., Holliday Rock Co., Inc.	145	166
3	Llano Del Rio Water Company	598.2	547.1
4	Llano Mutual Water Company	0	0
5	Mabel Selak	0	0
6	Miracle Improvement Corp. (Golden Sands Mobile Home Park)	46.7	44.1
7	Nebeker Ranch	63	111
8	North Edwards Water District	104.52	101.32
9	Northrop Grumman Systems Corporation	1.5	1
10	NRG Solar Alpine, LLC	1.49	126.92
11	Palm Ranch Irrigation District	916	1545
12	Palmdale Water District	7024.67	7542.85
13	Phelan Pinon Hills Community Services District	1053.14	1035.26
14	Quartz Hill Water District	1433.8	1524.9
15	Richard Miner	930.8	1248
16	Richard Nelson, Willow Springs Co.	168.2	193.1
17	Rosamond Community Services District	2994	2987.56
18	Rosamond Ranch LLP	1	1
19	Sahara Nursery	25.37	18.98
20	Sal and Connie Cardile	0.712	0.712
21	Service Rock Products, L.P.	561	445
22	SGS Antelope Valley Development, LLC	0	0
23	Shadow Acres Mutual Water Company	55.7	49.5
24	Sheep Creek Water Co.	0	0
25	Southern California Edison Company	30.49	5
26	St. Andrews Abbey	149	201
27	State of California – Department of Military California Highway Patrol 50th District Agricultural Association Department of Veteran Affairs Department of Corrections and Rehabilitation State Lands Commission	0	0
28	State of California Department of Transportation	15.47	15.64
	State of California Department of Water Resources	54.05	54.05
	State of California Department of Parks and Recreation	1.58	1.3
	Steve Godde and Forrest G. Godde 1998 Trust	1299	1624

Sundale Mutual Water Company	430.7	457.8
Sunnyside Mutual Water Company	73.5	77.3
Tejon Ranchcorp and Tejon Ranch Company	1603	2770
Terry Munz	5	5
Thomas Bookman	236.6	308.4
Tierra Bonita Mutual Water Company	43	38.5
Tierra Bonita Ranch	607	403
Triple M Property Co.	1	1
U.S. Borax	924	1146
United States: Edwards AFB and Plant 42	1246.09	1450.59
Vulcan Materials Co., Vulcan Lands Inc., Consolidated Rock Products Co., Calmat Land Co., and Allied Concrete & Materials	634.91	403.29
WAGAS Land Company LLC	951.5	1016.8
WDS California II, LLC	2244	2550
West Side Park Mutual Water Company	294	267.5
White Fence Farms Mutual Water Company	782.8	783.3
Totals	121,429.39	120,415.30

All parties who participated in the Phase IV trial, with the exception of the Wood Class, have also stipulated to the above amounts of groundwater pumped. A copy of the stipulation is attached hereto as Exhibit "A". Notwithstanding the stipulation, the court finds that the evidence presented during the Phase IV trial supports each party's 2011 and 2012 groundwater production amount as stated herein, except for Granite Construction Company for the reasons that follow.

GRANITE CONSTRUCTION COMPANY

During Phase IV trial, Granite Construction Company ("Granite Construction") and the Public Water Suppliers indicated that a dispute exists as to the amount of groundwater pumped by Granite Construction in 2011 and 2012. To resolve the dispute, Granite Construction will install a meter for each of its wells within 30 days after the Phase IV trial. The wells will measure groundwater pumping. During the Phase IV trial, the parties agreed the meter measurements will provide information that will be used to calculate Granite Construction's groundwater use in 2011 and 2012. Specifically, the well meter measures will be compared with records indicating Granite Construction's product tonnage for 2011 and 2012. For that reason, the court reserves the right to amend this decision as to the amount of groundwater pumped by Granite Construction in

1 2011 and 2012. In the meantime, the agreement of the parties is that Granite Construction is
2 deemed to have used 400 acre feet of groundwater in 2011 and 2012, respectively.

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4 **THE WOOD CLASS**

5 During the Phase IV trial, the Court-appointed expert had not completed its analysis of
6 groundwater pumping by the Wood Class. It did not present any evidence in the Phase IV trial.
7 Consequently, the Court defers the determination of the Wood Class groundwater pumping in
8 2011 and 2012 to a later time to be determined.

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10 Dated:

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12 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE

I, Kerry V. Keefe, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 5 Park Plaza, Suite 1500, Irvine, California, 92614. On June 14, 2013, I served the within document(s):

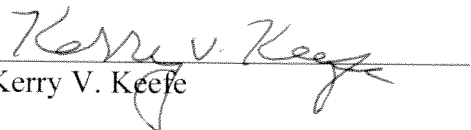
[PROPOSED] STATEMENT OF PARTIAL DECISION FOR PHASE IV

- ☒ by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- ☐ by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by Federal Express following the firm's ordinary business practices.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. 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.

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

Executed on June 14, 2013, at Irvine, California.


Kerry V. Keefe