

BEST BEST & KRIEGER LLP

ERIC L. GARNER, Bar No. 130665

JEFFREY V. DUNN, Bar No. 131926

WENDY Y. WANG, Bar No. 228923

18101 VON KARMAN AVENUE, SUITE 1000

IRVINE, CALIFORNIA 92612

TELEPHONE: (949) 263-2600

TELECOPIER: (949) 260-0972

Attorneys for LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40

**OFFICE OF COUNTY COUNSEL
COUNTY OF LOS ANGELES**

JOHN F. KRATTLI, Bar No. 82149

COUNTY COUNSEL

WARREN WELLEN, Bar No. 139152

PRINCIPAL DEPUTY COUNTY COUNSEL

500 WEST TEMPLE STREET

LOS ANGELES, CALIFORNIA 90012

TELEPHONE: (213) 974-8407

TELECOPIER: (213) 687-7337

Attorneys for Cross-Complainant LOS ANGELES
COUNTY WATERWORKS DISTRICT NO. 40

[See Next Page For Additional Counsel]

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;

RICHARD WOOD, on behalf of himself and
all other similarly situated v. A.V. Materials,

**EXEMPT FROM FILING FEES
UNDER GOVERNMENT CODE
SECTION 6103**

Judicial Council Coordination Proceeding
No. 4408

CLASS ACTION

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

**PUBLIC WATER SUPPLIERS'
SEPARATE STATEMENT OF DISPUTED
MATERIAL FACTS IN OPPOSITION TO
AVEK'S MOTION FOR SUMMARY
ADJUDICATION**

*[Filed concurrently with Opposition,
Request for Judicial Notice and
Declarations of Jeffrey V. Dunn and Steve
A. Perez]*

1 Inc., et al., Superior Court of California,
2 County of Los Angeles, Case No. BC509546.

3 RICHARDS WATSON & GERSHON

4 James L. Markman, Bar No. 43536

5 Steven Orr, Bar No. 136615

6 355 S. Grand Avenue, 40th Floor

7 Los Angeles, CA 90071-3101

8 (213) 626-8484 (213) 626-0078 fax

9 Attorneys for City of Palmdale

10 MURPHY & EVERTZ LLP

11 Douglas J. Evertz, Bar No. 123066

12 650 Town Center Drive, Suite 550

13 Costa Mesa, CA 92626

14 (714) 277-1700; (714) 277-1777 fax

15 Attorneys for City of Lancaster and Rosamond

16 Community Services District

17 LEMIEUX & O'NEILL

18 Wayne Lemieux, Bar No. 43501

19 4165 E. Thousand Oaks Blvd., Ste. 350

20 Westlake Village, CA 91362

21 (805) 495-4770 (805) 495-2787 fax

22 Attorneys for Littlerock Creek Irrigation District,

23 Palm Ranch Irrigation District, Desert Lake

24 Community Services District, North Edwards Water

25 District, Llano Del Rio Water Company, Llano

26 Mutual Water Company, and Big Rock Mutual Water

27 Company

28 CHARLTON WEEKS LLP

Bradley T. Weeks, Bar No. 173745

1007 West Avenue M-14, Suite A

Palmdale, CA 93551

(661) 265-0969 (661) 265-1650 fax

Attorneys for Quartz Hill Water District

CALIFORNIA WATER SERVICE COMPANY

John Tootle, Bar No. 181822

2632 West 237th Street

Torrance, CA 90505

(310) 257-1488; (310) 325-4605-fax

Los Angeles County Waterworks District No. 40, City of Palmdale, City of Lancaster, Rosamond Community Services District, Littlerock Creek Irrigation District, Palm Ranch Irrigation District, Desert Lake Community Services District, North Edwards Water District, Llano Del Rio Water Company, Llano Mutual Water Company, Big Rock Mutual Water Company, Quartz Hill Water District, and California Water Service Company (collectively, “Public Water Suppliers”) submit this separate statement of disputed and undisputed material facts in response to Antelope Valley-East Kern Water Agency’s (“AVEK”) Amended Statement of Undisputed Facts.

No.	Moving Party’s Undisputed Material Facts and Supporting Evidence:	Opposing Parties’ Response:
1.	<p>In 1959, residents of Kern, Ventura and Los Angeles Counties formed AVEK for the purpose of contracting with the State for the purchase and delivery of supplemental State Water Project [SW] water for use in AVEK’s service area within the Antelope Valley (California Water Code Appendix 98-1, et seq.)</p> <ul style="list-style-type: none">• Dan Flory dec., ¶ 2.	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Evidentiary Objections to Declaration of Dan Flory (“Objections to Flory Decl.”) at p. 1: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
2.	<p>In 1962, AVEK signed a Water Supply Contract with the State (Exhibit 1 hereto) to insure delivery of SWP water to supplement Antelope Valley groundwater.</p> <ul style="list-style-type: none">• Dan Flory dec., ¶ 3; Exhibit 1.	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at p. 2: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
3.	<p>Of the 29 State Project Water Contractors, AVEK has the third largest water entitlement, which allows AVEK to take an annual maximum entitlement of up to 141,000 AF of Imported Water.</p>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK would not have deliver the SWP</p>

	<ul style="list-style-type: none"> Dan Flory dec., ¶ 4. 	<p>water to the Public Water Suppliers, but for the Public Water Suppliers' request for such water. (Declaration of Jeffrey V. Dunn ("Dunn Decl."), Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 2-3: Lack of personal knowledge; lack of foundation; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
4.	<p>Due to environmental, supply and climate limitations inherent in the State Water Project, AVEK's contract with the State of California has a delivery reliability factor of approximately 60% of AVEK's annual entitlement of \$141,000 AF.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 5. 	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 3-4: Lack of personal knowledge; lack of foundation; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing; vague.</p>
5.	<p>By far, AVEK imports more SWP water into the area of adjudication than does any other State Water Contractor.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 6. 	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers and other AVEK customers but for their request and payment for the SWP water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 4-5: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
6.	<p>Initial funds for the construction of the State Water Project facilities were obtained through a \$1.75 billion bond issue, ratified by California voters in 1960.</p>	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 5-6: Lack</p>

1		<ul style="list-style-type: none"> • Dan Flory dec., ¶ 7. 	of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
2	7.	<p>AVEK's taxpayers have paid a total of \$475,777,218.84 to insure participation in the California State Water Project, and to construct the "infrastructure" needed to import, transport, treat and deliver AVEK imported water to its customers.</p> <ul style="list-style-type: none"> • Dan Flory dec., ¶ 8. 	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, import the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 6-7: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
3	8.	<p>All direct payments to the State of California have been paid by AVEK (and indirectly by its taxpayers) for the required infrastructure construction, and for the purchase and importation of the SWP water contracted for by AVEK.</p> <ul style="list-style-type: none"> • Dan Flory dec., ¶ 9. 	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 7-8: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing; vague.</p>
4	9.	<p>AVEK's customers (including the Public Water Suppliers) have not made any direct payments to the State of California for the</p>	Disputed. AVEK has not produced admissible evidence in support of its contention.

1		SWP water contracted for by AVEK.	Objections to Flory Decl. at pp. 8-9: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
2		<ul style="list-style-type: none"> • Dan Flory dec., ¶ 10. 	
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5	10.	AVEK services a land area of 2,400 square miles in the three counties, including land areas both inside and outside the area of adjudication.	Disputed. AVEK has not produced admissible evidence in support of its contention.
6		<ul style="list-style-type: none"> • Dan Flory dec., ¶ 11. 	
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9	11.	The adjudicated boundaries in this action represent 58% of the total land area serviced by AVEK.	Disputed. AVEK has not produced admissible evidence in support of its contention.
10		<ul style="list-style-type: none"> • Dan Flory dec., ¶ 12. 	Objections to Flory Decl. at p. 9: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
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15	12.	AVEK's imported SWP water is pumped from the Sacramento Delta down the 444 mile aqueduct.	Disputed. AVEK has not produced admissible evidence in support of its contention.
16		<ul style="list-style-type: none"> • Dan Flory dec., ¶ 13. 	Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)
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22	13.	After crossing the Techachapis, the aqueduct divides into the East and West branches; AVEK receives its imported SWP water through the aqueduct's East Branch.	Disputed. AVEK has not produced admissible evidence in support of its contention.
23		<ul style="list-style-type: none"> • Dan Flory dec., ¶ 14. 	Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex.
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		F [June 13, 1980 AVEK Letter])
14.	<p>In 2011 and 2012 alone, AVEK delivered to its agricultural, industrial and municipal customers within the area of adjudication a total of 100,718 AF of imported SWP water.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 15. 	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at p. 10: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
15.	<p>[Not used.]</p> <ul style="list-style-type: none"> [Inapplicable.] 	Not applicable.
16.	<p>AVEK taxpayers also have directly paid for, and continue to pay for, construction of the internal treatment and distribution systems whereby AVEK's SWP imported water is eventually delivered to AVEK's agricultural, industrial and municipal customers, both within and outside the area of adjudication.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 16. 	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>AVEK's law requires taxpayers that have detached themselves from AVEK to continue to pay taxes to AVEK to finance the State Water Project ("SWP"). (Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat. –Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency v. Local Agency Formation Com.</i> (1988) 204 Cal. App. 3d 990, 995 ["the taxable property [that are now detached from AVEK's territory] shall continue [to be] taxable by AVEK for the purpose of paying the bonded indebtedness to the same extent it would have been taxable if exclusion had not occurred."].)</p>

		Objections to Flory Decl. at pp. 10-11: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
17.	<p>The bulk of AVEK's SWP imported water is treated and distributed to AVEK customers through the Domestic-Agricultural Water Network (DAWN) Project facilities.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 17. 	<p>Disputed. AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter])</p>
18.	<p>The DAWN Project consists of: more than 100 miles of distribution pipeline; four water treatment plants; four eight-million gallon storage reservoirs near Mojave; one three-million gallon capacity reservoir at Vincent Hill Summit; and one one-million gallon reservoir at Godde Hill Summit.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 18. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 11-12: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content</p>
19.	<p>The DAWN Project was financed by a local \$71 million bond issue authorized by AVEK voters in 1974.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 19. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 11-12: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content</p>
20.	<p>The first bond issue, Series A, of \$23 million was used for project start-up construction. AVEK taxpayers have completely repaid the Series A bonds.</p>	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 11-12:</p>

1		<ul style="list-style-type: none"> • Dan Flory dec., ¶ 20. 	Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
2	21.	<p>The second bond issue in 1976, Series B, of \$19 million has also been completely repaid by AVEK taxpayers.</p> <ul style="list-style-type: none"> • Dan Flory dec., ¶ 21. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 12-13: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
3	22.	<p>In 1977, the \$18 million Series C bond issue authorized Phase Three of the DAWN facilities construction; the Series C bonds have been completely repaid by AVEK taxpayers.</p> <ul style="list-style-type: none"> • Dan Flory dec., ¶ 22. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at p. 13: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
4	23.	<p>In August, 1986, the final Phase of the DAWN Project construction commenced when AVEK's Board of Directors authorized expenditure of the remaining \$11 million in Series D bonds; these funds were used to construct internal local facilities to distribute AVEK Imported Water.</p> <ul style="list-style-type: none"> • Dan Flory dec., ¶ 23. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter])</p> <p>Objections to Flory Decl. at pp. 13-14: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>

24.	<p>AVEK's map depicts existing AVEK owned facilities, and improvements under construction including future water banking improvements.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 24, Exhibit 2. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 14-15: Lack of personal knowledge; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
25.	<p>AVEK's Water Supply Stabilization Project No. 2 (WSSP2) is a groundwater banking project that will increase the reliability of the Antelope Valley Region's water supplies by storing excess water available from the SWP during wet periods and recovering it to serve to customers during dry and high demand periods or during a disruption in deliveries from the SWP.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 25. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 15-16: Lack of personal knowledge; lack of foundation; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
26.	<p>By banking excess water for future use, the WSSP2 will significantly reduce the Region's dependence on constant water deliveries of SWP water from the Delta.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 26. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at pp. 16-17: Lack of personal knowledge; lack of foundation; speculative; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
27.	<p>The WSSP2 will also help to stabilize the groundwater in the area of adjudication and preserve agricultural land and open space.</p> <ul style="list-style-type: none"> Dan Flory dec., ¶ 27. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at p. 17: Lack of personal knowledge; lack of foundation; speculative inadmissible hearsay; inadmissible testimony regarding content</p>

1		of a writing.
2	28.	Disputed.
3	From 2011 through 2012, AVEK has	AVEK has not produced admissible
4	spread and banked a total of approximately	evidence in support of its contention.
5	36,502 AF, and claims the right to	
6	recapture 90% of that amount, or 32,851	Objections to Flory Decl. at pp. 17-18:
7	AF, as tie return flow resulting therefrom.	Lack of personal knowledge; lack of
8		foundation; inadmissible hearsay;
9	• Dan Flory dec., ¶ 28.	inadmissible testimony regarding content
10		of a writing.
11	29.	Disputed.
12	When deemed necessary by AVEK due to	AVEK has not produced admissible
13	water supply shortfalls from SWP water or	evidence in support of its contention.
14	other operational strategies, AVEK will	
15	recover not more than 90% of the volume	Objections to Flory Decl. at pp. 18-19:
16	of water that is put into the groundwater	Lack of personal knowledge; lack of
17	bank.	foundation; inadmissible hearsay;
18	• Dan Flory dec., ¶ 29.	inadmissible testimony regarding content
19		of a writing.
20	30.	Disputed.
21	Recovery operations will take place with	AVEK has not produced admissible
22	the construction of 10 groundwater	evidence in support of its contention.
23	recovery wells with depths averaging about	
24	600 feet; well yields will range between	Objections to Flory Decl. at pp. 19-20:
25	500 gpm to 2,800 gpm.	Lack of personal knowledge; lack of
26	• Dan Flory dec., ¶ 30.	foundation; speculative; inadmissible
27		hearsay; inadmissible testimony regarding
28		content of a writing.
	31.	Disputed.
	Since inception of the State Water Project,	AVEK has not produced admissible
	AVEK taxpayers have paid a total of	evidence in support of its contention.
	\$475,777,218.84 to insure participation in	
	the SWP, and to construct AVEK's	Public Water Suppliers, not AVEK,
	treatment and distribution systems for the	imported the SWP water to the Basin.
	delivery of AVEK' imported SWP water.	AVEK does not deliver SWP water to the
	• Dan Flory dec., ¶ 31.	Public Water Suppliers or other AVEK

1		customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter])
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4		AVEK's law requires taxpayers that have detached themselves from AVEK to continue to pay taxes to AVEK to finance the State Water Project ("SWP"). (Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat.-Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency, supra</i> , 204 Cal. App. 3d at 995 ["the taxable property [that are now detached from AVEK's territory] shall continue [to be] taxable by AVEK for the purpose of paying the bonded indebtedness to the same extent it would have been taxable if exclusion had not occurred."].)
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12		Objections to Flory Decl. at pp. 20-21: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
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16	32.	Disputed.
17	AVEK is both a wholesaler and retailer of its SWP imported water – wholesaling water to the Public Water Suppliers, and retailing water to end users, including AVEK's agricultural and other private customers.	AVEK has not produced admissible evidence in support of its contention. Hearsay.
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19		
20	• Dan Flory dec., ¶ 32.	Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)
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22		
23		
24	33.	Disputed.
25	AVEK has not assigned or transferred to any other person any portion of AVEK's SWP "entitlement," or its right to recapture or use the return flows resulting from AVEK's SWP imported water.	AVEK has not produced admissible evidence in support of its contention.
26		
27		Public Water Suppliers, not AVEK, imported the SWP water to the Basin.
28		

	<ul style="list-style-type: none"> • Dan Flory dec., ¶ 33. 	<p>AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].) Under its water supply agreements, AVEK sold all its interests in SWP water it delivered to its customers. (Dunn Decl., Ex. E [District No. 40 Water Service Agreement]; Declaration of Steve A. Perez ("Perez Decl."), Ex. A [Rosamond Community Services District Water Service Agreement].)</p> <p>Objections to Flory Decl. at p. 21: Lack of personal knowledge; lack of foundation; legal conclusion; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
34.	<p>AVEK has not abandoned or otherwise relinquished its claimed right to recapture and use return flows resulting from AVEK's SWP imported water.</p> <ul style="list-style-type: none"> • Dan Flory dec., ¶ 34. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].) Under its water supply agreements, AVEK sold all its interests in SWP water it delivered to its customers. (Dunn Decl., Ex. E [District No. 40 Water Service Agreement]; Declaration of Steve A. Perez ("Perez Decl."), Ex. A [Rosamond Community Services District Water Service Agreement].)</p> <p>Objections to Flory Decl. at pp. 21-22: Lack of personal knowledge; lack of foundation; legal conclusion; inadmissible</p>

1		hearsay; inadmissible testimony regarding
2		content of a writing, hearsay.
3	35.	
4		Disputed.
5	AVEK's Board of Directors has	AVEK has not produced admissible
6	determined that, except when AVEK's	evidence in support of its contention.
7	allocation of SWP water is insufficient to	
8	meet the critical needs of its customers	Objections to Flory Decl. at pp. 22-23:
9	(requiring AVEK to recapture return flows	Lack of personal knowledge; lack of
10	to meet those needs), AVEK's preference	foundation; inadmissible hearsay;
11	is to maintain all return flows in the	inadmissible testimony regarding content
12	groundwater, to thereby gradually augment	of a writing.
13	and increase the groundwater supply in the	
14	area of adjudication.	
15	<ul style="list-style-type: none">• Dan Flory dec., ¶ 35.	
16	36.	
17	This practice will benefit AVEK's existing	Disputed.
18	and future customers and taxpayers, both	AVEK has not produced admissible
19	inside and outside the area of adjudication.	evidence in support of its contention.
20	<ul style="list-style-type: none">• Dan Flory dec., ¶ 36.	
21		Objections to Flory Decl. at pp. 23-24:
22		Lack of personal knowledge; lack of
23		foundation; speculative; inadmissible
24		hearsay; inadmissible testimony regarding
25		content of a writing.
26	37.	
27	AVEK's Cross-Complaint contends: "The	Undisputed as to the content of AVEK's
28	rights of Cross-Defendants, if any, are	Cross-Complaint, but disputed to the
	limited to the Native Supply of the Basin	extent the quoted statements are offered as
	and/or their own Imported Water. Cross-	the truth, hearsay.
	Defendants' rights, if any, do not extend to	
	water imported. into the Basin by	
	[AVEK]" (AVEK Cross-Complaint, ¶ 32);	
	"As the primary importer of supplemental	
	State Project water in the Basin, [AVEK]	
	has the sole right to recapture Return Flows	
	attributable to its State Project water. The	
	rights of Cross-Defendants, if any are	
	limited to the native supply of the Basin	
	and/or to their own imported water, and do	
	not extend to groundwater attributable to	
	[AVEK's] return flows" (Id., ¶ 38).	
	<ul style="list-style-type: none">• See AVEK's cross-complaint filed in	

1		this action.	
2	38.	<p>The Metropolitan Water District (MWD) was formed in 1929 of 13 original member agencies, including the cities of Los Angeles, Glendale and Burbank.</p> <ul style="list-style-type: none"> Findings of Fact and Conclusions of Law [FFCL], dated January 26, 1979, 22:23-24:1, Exhibit 1 to Request for Judicial Notice (RJN) filed concurrently herewith. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Evidentiary Objections to AVEK's Request for Judicial Notice ("Objections to RJN") at p. 1: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p>
9	39.	<p>Burbank, Glendale, and Los Angeles are all "member agencies" of MWD; their representatives are members of MWD's Board of Directors; and each is directly involved in the governance and policy decisions of MWD, including the rates they must pay for water.</p> <ul style="list-style-type: none"> The Metropolitan Water District Act, Sections 133 and 135 (Exhibit 3 to RJN); MWD's "History and First Annual Report, Commemorative Edition," June 2011, pages 311-312 (Exhibit 2 to RJN). 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 2-3: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p>
18	40.	<p>As a practical matter, MWD does not have any existence separate from its member agencies.</p> <ul style="list-style-type: none"> See Exhibits 1, 2, 3, and 4 of RJN, and declaration of Kathy Kunysz, ¶2 [MWD was organized for the purpose of providing imported water supplies to its member agencies) (Exhibit 1 to Supplemental Brief posted December 4, 2013). 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 1-4: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p> <p>Evidentiary Objections to Declaration of Kathleen Kunysz ("Objections to Kunysz Decl.") at pp. 1-2: Irrelevant, hearsay.</p> <p>Declaration of Kunysz and the Supplemental Brief are also untimely in that they were posted and filed after November 13, 2013—the Court ordered deadline to file summary judgment papers.</p>

		(Case Management Order for Phase 5 and 6 Trials, p. 2.)
41.	<p>In the case at bar, the Public Water Suppliers are not “member agencies” of AVEK, their representatives do not sit on AVEK’s Board of Directors, and they do not determine the rates paid for the SWP imported water they receive from AVEK.</p> <ul style="list-style-type: none"> • Dan Flory dec., ¶ 37. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 24-25: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
42.	<p>The PWS are merely customers of AVEK.</p> <ul style="list-style-type: none"> • Dan Flory dec., ¶ 38. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Flory Decl. at p. 25: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
43.	<p>During the period of time relevant to the decision in City of Los Angeles v. City of San Fernando, i.e.. from 1955 through 1968, MWD did not intend to recapture, or claim a right to recapture return flows resulting from imported water MWD delivered to its member agencies, Burbank, Glendale, Los Angeles and San Fernando, in the Upper Los Angeles River Area (“ULARA”).</p> <ul style="list-style-type: none"> • See Remand Procedure Order No. 1, Exhibit 14 of Request for Judicial Notice 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 8-9, 10-11: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p> <p>Objections to Kunysz Decl. at pp. 1-6: Irrelevant; lack of personal knowledge; vague; speculative; inadmissible testimony regarding content of a writing,</p>

	<p>1 ["The complaint . . . was filed on 2 September 30, 1955; "final arguments 3 ended July 20, 1967;" "On March 14, 4 1968, comprehensive findings of fact and 5 conclusions of law were signed and filed . . 6 . The Judgment was entered the following 7 day, March 15, 1968"]; July, 1962 Report 8 of Referee, Vol. I, Exhibit 11 of Request 9 for Judicial Notice, p. 90 ["Metropolitan 10 has urged the member municipalities to 11 acquire adequate storage and maintain 12 existing ground water pumping facilities 13 for emergency service and to provide for 14 peaking during the periods of extraordinary 15 demand"]; and declaration of Kathy 16 Kunysz, ¶¶ 3-6 [from 1950 through 1968, 17 18 (1) MWD did not own or operate any 19 groundwater wells within the ULARA, 20 21 (2) MWD did not spread or bank imported 22 water within the ULARA, and 23 24 (3) MWD did not adopt or hold any 25 position on whether it had the right to 26 recapture or use return flows resulting from 27 water it delivered to its member agencies in 28 the ULARA] (Exhibit 1 to Supplemental Brief posted December 4, 2013</p>	<p>hearsay.</p> <p>Declaration of Kunysz and the Supplemental Brief are also untimely in that they were posted and filed after November 13, 2013—the Court ordered deadline to file summary judgment papers. (Case Management Order for Phase 5 and 6 Trials, p. 2.)</p>
44.	<p>During the period of time relevant to the decision in City of Los Angeles v. City of San Fernando, i.e., from 1955 through 1968, MWD did not own or operate water production wells within the ULARA which could be used to recapture return flows.</p> <ul style="list-style-type: none"> • See Remand Procedure Order No. 1, Exhibit 14 of Request for Judicial Notice ["The complaint . . . was filed on September 30, 1955; "final arguments ended July 20, 1967;" "On March 14, 1968, comprehensive findings of fact and conclusions of law were signed and filed . . The Judgment was entered the following day, March 15, 1968"]; DWR Bulletin No. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 9-11: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p> <p>Objections to Kunysz Decl. at pp. 1-3, 4- 5: Irrelevant; lack of personal knowledge; vague; speculative, hearsay.</p> <p>Declaration of Kunysz and the Supplemental Brief are also untimely in that they were posted and filed after</p>

	<p>181-69, Watermaster Service in ULARA for October 1, 1968 through September 30, 1969, Exhibit 13 to Request for Judicial Notice, pp. 29, 57, 58, 72-75 [identifying parties who have made “ground water extractions,” none of which include MWD, and stating on page 34: “To the best of the Watermaster’s knowledge, and information on hand, the Western Oil and Gas Association is the only nonparty extracting groundwater within the ULARA”]; July, 1962 Report of Referee, Vol. 11, Exhibit 12 of Request for Judicial Notice, pp. 1-12 to I-57, which identifies parties with wells in the San Fernando Basin, none of which include MWD; and declaration of Kathy Kunysz, ¶¶ 3 and 4 [from 1950 through 1968, did not own or operate any groundwater wells within the ULARA] (Exhibit 1 to Supplemental Brief posted December 4, 2013).</p>	<p>November 13, 2013—the Court ordered deadline to file summary judgment papers. (Case Management Order for Phase 5 and 6 Trials, p. 2.)</p>
<p>45.</p>	<p>During the period of time relevant to the decision in City of Los Angeles v. City of San Fernando, i.e., from 1955 through 1968, MWD did not spread or inject water for underground storage within the ULARA.</p> <ul style="list-style-type: none"> • See July, 1962 Report of Referee, Vol. I, Exhibit 11 of Request for Judicial Notice, p. 141 [“Owens River water delivered by the Los Angeles Aqueduct is the only import supply of which a part is spread for direct recharge of the ground water”], p. 215 [“Imported Water has been spread-only by the City of Los Angeles”], and p. 90 [Metropolitan has urged the member municipalities to acquire adequate storage and maintain existing ground water pumping facilities for emergency service and to provide for peaking during the periods of extraordinary demand’]. See DWR Bulletin No. 181-69, Watermaster Service in ULARA for October 1, 1968 through September 30, 1969, Exhibit 13 to Request for Judicial Notice, pp. 7, 14, 15, 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 7-10: Irrelevant; inadmissible; not subject to judicial notice.</p> <p>Objections to Kunysz Decl. at pp. 1-3, 4-5: Irrelevant; lack of personal knowledge; vague; speculative, hearsay.</p> <p>Declaration of Kunysz and the Supplemental Brief are also untimely in that they were posted and filed after November 13, 2013—the Court ordered deadline to file summary judgment papers. (Case Management Order for Phase 5 and 6 Trials, p. 2.)</p>

	<p>which identify the parties spreading water in the Basin, of which MWD is not one. See, also, ULARA Watermaster Report for water year 1978-1979, Exhibit 10 to Request for Judicial Notice, p. 35, showing that water was then being spread by MWD's member agencies only; and declaration of Kathy Kunysz, ¶¶ 3 and 5 [from 1950 through 1968, MWD did not spread or bank imported water within the ULARA] (Exhibit 1 to Supplemental Brief posted December 4, 2013).</p>	
<p>46.</p>	<p>MWD did not join, and was not made a party to the proceeding in <i>City of Los Angeles v. City of San Fernando</i></p> <ul style="list-style-type: none"> • Court's Findings of Fact and Conclusions of Law, pp. 7-10 (Exhibit 1 to Request for Judicial Notice), and Attachments "B," "C," and "D;" and Judgment entered January 26, 1979, pp. 21- 22 (Exhibit 4 to Request for Judicial Notice), and Attachments "B," "C," and "D" thereto. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to RJN at pp. 1, 3-4: Irrelevant; inadmissible; not subject to judicial notice, hearsay.</p>
<p>47.</p>	<p>AVEK owns wells which can be used to recapture return flows from AVEK's SWP imported water; AVEK is currently drilling additional wells, and is contemplating purchasing other property with water well production capability.</p> <ul style="list-style-type: none"> • Dan Flory dec., ¶ 39. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].)</p> <p>Objections to Flory Decl. at pp. 25-6: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>

1 2 3 4 5 6 7 8 9 10 11 12	48. DWR has never claimed a right to return flows resulting from AVEK's SWP imported water; DWR has never manifested an "intent" to recapture such return flows; and DWR does not have production wells in the area of adjudication capable of capturing return flows. • Dan Flory dec., ¶ 40.	Disputed. AVEK has not produced admissible evidence in support of its contention. Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter].) Objections to Flory Decl. at pp. 26-27: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
13 14 15 16 17 18 19 20 21 22 23 24	49. From the inception of AVEK's participation in the State Water Project, AVEK's taxpayers have paid a total of \$475,777,218.84 to insure participation therein, and to construct, maintain and operate the "infrastructure" needed to import, transport, treat and deliver AVEK imported water to its customers. • Dwayne Chisam dec., ¶ 2.	Disputed. AVEK has not produced admissible evidence in support of its contention. Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter]) Evidentiary Objections to Declaration of Dwayne Chisam ("Objections to Chisam Decl.") at p. 1: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing, hearsay.
25 26 27 28	50. AVEK also has incurred and paid energy and related costs related to the actual transportation of SWP water which total \$331,663,051.00.	Disputed. AVEK has not produced admissible evidence in support of its contention.

1		<ul style="list-style-type: none"> • Dwayne Chisam dec., ¶3. 	Objections to Chisam Decl. at p. 2: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
2	51.	<p>Accordingly, the total cost incurred and paid by AVEK and its taxpayers to obtain, transport, treat and deliver SW water to its customers is \$807,440,269.84 (i.e., \$475,777,218.84 + \$331,663,051.00).</p> <ul style="list-style-type: none"> • Dwayne Chisam dec., ¶4. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at pp. 2-3: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing, hearsay.</p>
3	52.	<p>From 1972 (when AVEK first began importing SWP water) through 2012, AVEK has imported a total of 1,976,971 AF of SWP water.</p> <ul style="list-style-type: none"> • Dwayne Chisam dec., ¶5. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Public Water Suppliers, not AVEK, imported the SWP water to the Basin. AVEK does not deliver SWP water to the Public Water Suppliers or other AVEK customers but for their request and payment for such water. (Dunn Decl., Ex. F [June 13, 1980 AVEK Letter])</p> <p>Objections to Chisam Decl. at pp. 3-4: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
4	53.	<p>Some loss unavoidably results during the transportation, treatment and delivery stages; as a result, AVEK delivered to its customers during the same time period a total of 1,923,039 AF.</p> <ul style="list-style-type: none"> • Dwayne Chisam dec., ¶6. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at pp. 4-5: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content</p>

		of a writing.
54.	<p>Accordingly, the average total cost per acre feet to AVEK and its taxpayers for the water delivered to AVEK customers from 1972 through 2012 is \$419.88 per AF (i.e., \$807,440.269.84 ÷ 1,923,039).</p> <ul style="list-style-type: none"> Dwayne Chisam dec., ¶7. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at pp. 5-6: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
55.	<p>During the same time period, AVEK has delivered to Waterworks District #40 a total of 808,790 AF.</p> <ul style="list-style-type: none"> Dwayne Chisam dec., ¶8. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at p. 6: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
56.	<p>The total cost incurred and paid by AVEK and its taxpayers in procuring and delivering the SWP water that was sold and delivered to Waterworks District #40 is approximately \$339,594,745.20 (i.e., 808,790 AF x \$419.88 per AF).</p> <ul style="list-style-type: none"> Dwayne Chisam dec., ¶9. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at pp. 6-7: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
57.	<p>Waterworks District #40 has paid a total of only \$177,693,610.00 for the aforesaid 808,790 AF of SWP water it purchased and received from AVEK, or \$219.70 AF (i.e., \$177,693,610.00 ÷ 808,790 AF).</p> <ul style="list-style-type: none"> Dwayne Chisam dec., ¶10. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Objections to Chisam Decl. at pp. 7-8:</p>

		Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
58.	<p>Thus, for the water received by it, Waterworks District #40 paid \$200.28AF less than the actual cost of the water (i.e., \$419.88 - \$219.70) or only 52% of the total cost of the water it received (i.e., \$177,693,610.00 ÷ \$339,594,745.20).</p> <ul style="list-style-type: none"> Dwayne Chisam dec., ¶11. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Both District No. 40 as well as property owners within District No. 40's jurisdiction pay for the SWP water and other AVEK costs. (<i>Id.</i>, ¶ 4, Ex. C [August 11, 1987 AVEK letter].)</p> <p>Objections to Chisam Decl. at pp. 8-9: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
59.	<p>Therefore, AVEK and its taxpayers have subsidized the cost of the water delivered to Waterworks District #40, by paying the additional cost of such water in the amount of \$161,901,135.20 (i.e., \$339,594,745.20 - \$177,693,610.00).</p> <ul style="list-style-type: none"> Dwayne Chisam dec., ¶12. 	<p>Disputed.</p> <p>AVEK has not produced admissible evidence in support of its contention.</p> <p>Both District No. 40 as well as property owners within District No. 40's jurisdiction pay for the SWP water and other AVEK costs. (<i>Id.</i>, ¶ 4, Ex. C [August 11, 1987 AVEK letter].) Property owners that have detached themselves from AVEK must continue to pay taxes to AVEK. (Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat.-Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency</i>, <i>supra</i>, 204 Cal. App. 3d at 995.)</p> <p>Objections to Chisam Decl. at p. 9: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>

1 2 3 4 5 6 7 8 9 10 11 12 13 14	60. Considered in a slightly different way, Waterworks District #40 received 42% of the total water delivered to AVEK's customers (i.e., 808,790AF ÷ 1,923,039 AF), but paid only 22% of the total cost of that water (i.e., \$177,693,610 ÷ \$807,440,269.84). • Dwayne Chisam dec., ¶13.	Disputed. AVEK has not produced admissible evidence in support of its contention. AVEK's calculation does not take into account of money paid by property owners within District No. 40's jurisdiction. (<i>Id.</i> , ¶ 4, Ex. C [August 11, 1987 AVEK letter].) Moreover, property owners that have detached themselves from AVEK must continue to pay taxes to AVEK. (Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat.-Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency</i> , <i>supra</i> , 204 Cal. App. 3d at 995.) Objections to Chisam Decl. at pp. 9-10: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
15 16 17 18 19 20 21 22 23 24 25 26 27 28	61. The amount of money paid directly by Waterworks District #40, combined with the payments made by taxpayers located within the area of adjudication serviced by both Waterworks District #40 and AVEK, is still less than the total actual cost of the water AVEK delivered to Waterworks District #40. • Dwayne Chisam dec., ¶14.	Disputed. AVEK has not produced admissible evidence in support of its contention. Both District No. 40 as well as property owners within District No. 40's jurisdiction pay for the SWP water and other AVEK costs. (<i>Id.</i> , ¶ 4, Ex. C [August 11, 1987 AVEK letter].) Property owners that have detached themselves from AVEK must continue to pay taxes to AVEK. (Stats. 1959, ch. 2146, p. 5114, Deering's Ann. Wat.-Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency</i> , <i>supra</i> , 204 Cal. App. 3d at 995.) Objections to Chisam Decl. at pp. 10-11: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content

1		of a writing.
2	62.	
3	Some of Waterworks District #40's	Disputed.
4	customers are located outside of both	AVEK has not produced admissible
5	AVEK's service area and the area of the	evidence in support of its contention.
6	adjudication; accordingly, those customers	
7	of Waterworks District #40 do not pay	Public Water Suppliers, not AVEK,
8	property taxes which support AVEK's	imported the SWP water to the Basin.
9	importation of SWP water at all.	AVEK does not deliver SWP water to the
10		Public Water Suppliers or other AVEK
11		customers but for their request and
12		payment for such water. (Dunn Decl., Ex.
13		F [June 13, 1980 AVEK Letter])
14		
15		AVEK charges District No. 40 a higher
16		rate for SWP water that will be delivered
17		to customers outside of AVEK's
18		jurisdiction to recover for costs that are
19		otherwise paid by property owners in
20		AVEK's original jurisdiction. (Dunn
21		Decl., Ex. G [August 11, 1987 AVEK
22		letter] ["the pricing policy of AVEK
23		requires a water rate for deliveries outside
24		the Agency service area that reflects full
25		recovery of costs, including capital for
26		associated capacity in Agency facilities,
27		that are otherwise received from property
28		taxes within the Agency service Area."].)
		Objections to Chisam Decl. at pp. 11-12: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.
	63.	
	Many of AVEK's taxpayers are "non-	Disputed.
	users," i.e., they either take water from	AVEK has not produced admissible
	wells or leave their properties fallow; as a	evidence in support of its contention.
	result, such non-users do not benefit	
	directly from the SWP, although their	Taxes paid by property owners to AVEK
	property taxes significantly subsidize the	are independent of whether AVEK
	water purchased by Waterworks District	supplies the taxpayers with SWP water
	#40 and other AVEK customers.	and are meant to finance the SWP, not to
		subsidize the water costs. (Stats. 1959, ch.


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<ul style="list-style-type: none">• Dwayne Chisam dec., ¶16.	<p>2146, p. 5114, Deering's Ann. Wat.- Uncod. Acts (2013) Act 580, § 84; <i>Antelope Valley-East Kern Water Agency</i>, <i>supra</i>, 204 Cal. App. 3d at 995 ["Payment obligations [to AVEK] is required even if contracting agencies have not yet received any water"].)</p> <p>Objections to Chisam Decl. at pp. 12-13: Lack of personal knowledge; lack of foundation; inadmissible hearsay; inadmissible testimony regarding content of a writing.</p>
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Dated: December 27, 2013

BEST BEST & KRIEGER LLP

By


ERIC L. GARNER
JEFFREY V. DUNN
WENDY Y. WANG

Attorneys for LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40

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, 18101 Von Karman Avenue, Suite 1000, Irvine, California 92712. On December 27, 2013, I served the within document(s):

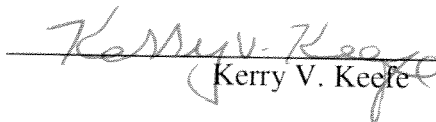
**PUBLIC WATER SUPPLIERS' SEPARATE STATEMENT OF
UNDISPUTED MATERIAL FACTS IN OPPOSITION TO AVEK'S
MOTION FOR SUMMARY ADJUDICATION**

- ☒ 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 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 December 27, 2013, at Irvine, California.


Kerry V. Keefe

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