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

**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’
OPPOSITION TO ANTELOPE VALLEY
MOBILE ESTATES LLC’S MOTION TO
BE A CLASS MEMBER OF THE
“SMALL PUMPERS” (WOOD) CLASS**

Date: November 4, 2014
Time: 9:00 a.m.
Dept. 3, Room 224

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The Los Angeles County Waterworks District No. 40 (“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, Palmdale Water District, Quartz Hill Water District, and California Water Service Company (collectively “Public Water Suppliers”) hereby oppose Cross-Defendant Antelope Valley Mobile Estates, LLC’s (“AVME”) Motion to be a Class Member of the “Small Pumpers” (Wood) Class (“Motion”) as follows:

I. INTRODUCTION

The Public Water Suppliers request that the Court deny the Motion because AVME, unlike the typical single family households that make up the Wood Class members, is in essence a water supplier to its medium density residential development and because the Public Water Suppliers believe AVME’s goal in joining the Wood Class is to further expand its residential development and to increase its consumption of water in the already overdraft Antelope Valley Groundwater Adjudication Basin (“Basin”). Counsel for AVME has been provided with a copy of the draft global settlement agreement (“Proposed Settlement”) and is familiar with the terms contained therein as they relate to the Wood Class. AVME is under the impression that, as a Wood Class member, the Proposed Settlement will allow it to pump more groundwater than it currently pumps and will eventually allow it to pump more than the 25 acre-feet of water a year – the extraction limit currently placed on Wood Class membership. For this reason, the Court should deny this Motion and preclude all medium to high density residential developer from joining the Wood Class.

II. ARGUMENTS

A. Equity Requires the Court to Treat All Water Suppliers the Same – As Individual Parties and Not As Class Members

Equity requires the Court to treat similarly situated parties the same. This is especially true in class actions where the members are required to share “common or general interest” (Code Civ. Proc. § 382.) The community of interest is determined by “(1) predominant common

1 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
2 (3) class representatives who can adequately represent the class.” (*Reyes v. Board of Supervisors*
3 (1987) 196 Cal. App. 3d 1263, 1271.)

4 Here, it is doubtful that AVME shares such commonalities with the rest of the Wood
5 Class members or even Richard Wood, the class representative. Mr. Wood represents the typical
6 rural residents that constitutes the Wood Class. **Mr. Wood owns a ten-acre parcel with a single**
7 **family residence.** (Declaration of Wendy Y. Wang (“Wang Decl.”), Ex. “C” at ¶2.) In a prior
8 declaration previously submitted to the Court, Mr. Wood described other small pumpers in the
9 Class:

10 I know or am acquainted with a significant number of small pumper
11 parcel owners. All but a couple of those bear the same general
12 characteristics I have outlined above for my parcel, and every one
13 that I am aware of has residential use. I do know of a few (less than
14 5) small pumpers that pump more than 10 acre-feet per year and
those generally involve livestock and/or small agricultural activities
adjacent to homes. Some small pumpers do maintain livestock on
their properties, which is allowed in the unincorporated areas were
[sic] the small pumpers live.

15 (*Id.* at ¶5.) In short, the small pumpers are owners of low density residential parcels that on
16 occasions may conduct small scale agricultural activities. Based on this understanding of the
17 Wood Class members and their water use, several parties had entered into a partial settlement
18 with the Wood Class, which was approved by the Court (“Partial Settlement”). (Wang Decl.,
19 Exs. “A” and “B”.)

20 Unlike most Wood Class members, who have a single family residence on their property,
21 AVME is the owner of mobile home park with 28 mobile home households **with the potential to**
22 **expand up to 46 households.** (Motion at pp. 6:10-11 [“the city/zoning authorities have approved
23 AVME for an additional 18 connections (hookups)”] & 10:4-5 [“AVME is a private entity, the
24 owner of 10 acres of land in Rosamond, California, upon which it operates a mobile home park
25 with 28 mobile home connections, or hookups”].) By its own admission, AVME pumps
26 groundwater to supply water for domestic use by its residents and to the maintain the pool at the
27 mobile home park. (Motion at pp. 8 and 10.) To that end, AVME is more like a water supplier or
28 mutual water company than a rural family pumping water of its own use. For example, like other

1 water suppliers, AVME has had to monitor and test the quality of its groundwater to ensure that
2 the water it supplies is safe for consumption. (Motion at p. 3:9-10.) In fact, the Court’s order
3 certifying the Wood Class specifically excludes shareholders in a mutual water company for the
4 same reasons that the Public Water Suppliers are opposing this Motion – water suppliers and
5 households served by water suppliers do not belong in the Wood Class. (Wang Decl., Ex. “D” at
6 2:5-6.)

7 As a medium density residential developer, AVME is in essence the water supplier to its
8 mobile home renters. As such, AVME should be treated like all other water suppliers and mobile
9 home parks that have been separately named as parties (e.g., Miracle Improvement Corp. (dba
10 Golden Sands Mobile Home Park), Palmdale Mobile Park LLC, Palmdale Mobile Frank LLC,
11 Rosamond Mobile Home Park, Desert Breeze Mobile Home Estates). To the extent that AVME
12 claims the amount of water it supplies is relevant to its joining of the Wood Class, other water
13 suppliers pumping less than 25 acre-feet per year (“afy”) had participated in this matter and had
14 not seek to join the Wood Class. (Wang Decl., Ex. “D”).

15 To allow AVME to join the Wood Class now will provide it preferential treatment over
16 other mobile home estates and small water suppliers that had to litigate this action and prove their
17 water use.

18 **B. As a Wood Class Member, AVME Will Be Able to Pump More Than 25 Acre-**
19 **Feet of Water Per Year**

20 To allow a medium density developer that supplies water to its many residents to join the
21 Wood Class would result in an absurd situation in which a Wood Class member who initially
22 pumps less than 25 afy will be able to pump more than 25 afy of groundwater under the Partial
23 Settlement approved by the Court or the Proposed Settlement. Such scenario jeopardizes not only
24 the approved Partial Settlement, but also a future global settlement with the Wood Class.

25 The 2013 Partial Settlement provides:

26 The Wood Class contends **that each Wood Class Member**
27 **household is entitled to the reasonable and beneficial domestic**
28 **use of up to 3 acre-feet per year on their overlying land.** For
purposes of this Agreement, in any future proceedings, Settling
Defendants agree not to contest that **each Wood Class Member**

1 **may pump up to 3 acre-feet per year assessment free**, subject to
2 Court approval, and that such use is subject to a rebuttable
3 presumption that it is domestic until established otherwise by
4 competent evidence.

5 (Wang Decl., Ex. “A” at p. 9 [emphasis added].) Pursuant to the Partial Settlement, a Wood
6 Class member is entitled to pump only 3 afy without assessment, which begs the question of why
7 AVME, which pumps close to 9 afy of water, would seek to join the Wood Class and slash its
8 groundwater pumping by approximately 66%.

9 The Public Water Suppliers believe that AVME, based on its review of the Proposed
10 Settlement and discussions with other parties, is under the impression that water allocated to the
11 Wood Class member will be allotted per household and not per class member. If AVME is
12 correct that each Wood Class member is entitled to 3 afy of groundwater *per household*, **AVME**
13 *will be entitled to pump 138 afy* (46 households times 3 afy) of water under the Partial
14 Settlement. That is 129 afy more than it currently pumps and 113 afy more than the maximum
15 allowable for a landowner joining the Wood Class. Even assuming that any future settlement will
16 provide each Wood Class household with only 1 afy of water, AVME will still be entitled to
17 pump 46 afy (46 households times 1 afy), which is 37 afy more than it currently pumps and 21
18 afy more than the maximum allowable for a Wood Class member.

19 If AVME joins the Wood Class, it will no doubt interpret the approved Partial Settlement
20 to allocate water to Wood Class members on a per household basis. Reinterpreting an approved
21 Partial Settlement, not only jeopardize that settlement, but will also threaten the long term
22 viability of any global settlement with the Wood Class that contemplates allocation of the entire
23 safe yield of the Basin.

24 The Public Water Suppliers believe a global settlement that allocates the entire safe yield
25 of the Basin is the best way to resolve their disputes with the landowners. However, if medium to
26 high density residential developers are allowed to join the Wood Class and substantially increase
27 their water allocation by adding additional households to their property, a global settlement
28 allocating the entire safe yield would be impossible as such developers can always claim more
29 water by adding additional households.

1 **III. CONCLUSION**

2 For the reasons stated above, the Public Water Suppliers respectfully request the Court to
3 deny AVME's Motion to be a Class Member of the "Small Pumpers" (Wood) Class.

4
5 Dated: October 22, 2014

BEST BEST & KRIEGER LLP

6
7 By Wendy Y. Wang
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13 WATERWORKS DISTRICT NO. 40

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PROOF OF SERVICE

I, Sandra K. Sandoval, 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, 300 South Grand Avenue, 25th Floor, Los Angeles, CA 90071. On October 22, 2014, I served the within document(s):

PUBLIC WATER SUPPLIERS' OPPOSITION TO ANTELOPE VALLEY MOBILE ESTATES' MOTION TO BE A CLASS MEMBER OF THE "SMALL PUMPERS" (WOOD) CLASS



by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 22, 2014, at Los Angeles, California.



Sandra K. Sandoval