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

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[See Next Page For Additional Counsel]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

Coordinated Proceeding
Special Title (Rule 1550(b))

Judicial Council Coordination No. 4408

ANTELOPE VALLEY GROUNDWATER
CASES

**REPLY TO OPPOSITIONS TO MOTION TO
INTERPRET JUDGMENT; DECLARATION
OF W. KEITH LEMIEUX**

Included Actions:

**Hearing: January 31, 2018
Time: 9:00 a.m.
Dept.: 222**

Los Angeles County Waterworks District No. 40
v. Diamond Farming Co. Los Angeles County
Superior Court Case No. BC 325201;

Los Angeles County Waterworks District No. 40
v. Diamond Farming Co., Kern County Superior
Court, Case No. S-1500-CV-234348;

Wm. Bolthouse Farms, Inc. v. City of Lancaster
Diamond Farming Co. v. City of Lancaster v.
Palmdale Water District, Riverside County
Superior Court, Consolidated Actions, Case Nos.
RIC 353840, RIC 344436, RIC 344668

AND RELATED CROSS-ACTIONS

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I. INTRODUCTION

For the convenience of the Court, the following Reply Brief is being offered in response to the Oppositions filed by the City of Los Angeles and Los Angeles World Airports et al. (“L.A. Opposition”) as well as the concurrent Opposition filed by Bolthouse Properties, et al. (“Bolthouse Opposition”).¹ These Landowners accuse the Public Water Suppliers of seeking to “materially amend this Court’s Judgment under the guise of ‘interpretation’.” (L.A. Opposition, page 4, lines 4-5.) The Landowners base their argument on Exhibit 4, which lists a Pre-Rampdown Production number for some Landowner parties. Notably, nowhere does the Judgment explain the reason for including a Pre-Rampdown figure within Exhibit 4. Based upon Exhibit 4, the Landowners argue that the Rampdown is exclusive to the Landowners listed on Exhibit 4. To accomplish this, the Landowners ask the Court to make the following changes to the Judgment:

- Section 8.3 would need to be revised to replace the term “Party” with the phrase “Producer listed on Exhibit 4.”
- The reference to the Drought Program contained in Section 8.3 would need to be struck because that program is only available to the specified Public Water Suppliers in that section .
- The term “Party” contained in Section 3.5.27 would need to be revised to create a term that distinguishes Exhibit 4 Landowners from other parties;
- The term “Pre-Rampdown Production” contained in Section 3.5.28 would need to be revised to eliminate the definition and replace it with a statement that Pre-Rampdown Production is limited to those figures contained in Exhibit 4.

¹ The parties that filed the Bolthouse Opposition also submitted the L.A. Opposition. By filing two oppositions, those parties exceeded the 15-page limit set forth in Rules of Court, Rule 3.1113, subdivision. (c), and the oppositions may be disregarded. (Rules of Court, Rule 3.1113, subd. (g) & 3.1300, subd. (d).)

- A provision would need to added to distinguish parties that have Overlying Production Rights and are subject to the Rampdown from other parties that have Overlying Production Rights but are not subject the Rampdown;
- If the stipulated Judgment were to include the new concept of “Rampdown Rights” - invented by the Landowners for the purpose of their Opposition - there would need to be added to the Judgment some description of a “Rampdown Right” to Section 5 which describes “Production Rights.”

II. ARGUMENT

A. The Language of the Drought Program Supports Public Water Suppliers’ Participation in the Rampdown.

The Landowners argue that the existence of the Drought Program - that is available to some but not all of the Public Water Suppliers - demonstrates that the Public Water Suppliers are not entitled to participate in a Rampdown. Actually, a careful reading of Sections 8.3 and 8.4 further clarifies the Judgment’s intention to have Public Water Suppliers participate in the Rampdown.

The Drought Program in Section 8.4 provides that during the Rampdown Period, some Public Water Suppliers are exempt from paying any replacement water assessment for ground water production in excess of their respective production rights up to a total of 40,000 acre feet. (Judgment, § 8.4.3.) These parties first must purchase AVEK water when it is available. (*Id.* at § 8.4.2.) The purpose of this section is to ensure that the participating Public Water Suppliers pay no replenishment fee *on any of their production* (up to a defined limit) if California suffers a drought during the Rampdown Period and water is not available through the State Water Project. In other words, during the regular Rampdown, the Public Water Suppliers pay a fee on water produced over their Rampdown figure. During a drought, they do not.

This is made expressly clear by Section 8.3, which explicitly provides: “except as determined to be exempt during the Rampdown Period pursuant to the Drought Program provided for in Section 8.4 any amount produced over the required reduction shall be subject to replacement water assessment.” (Judgment, § 8.3.) The fact that the Rampdown provision in Section 8.3 includes a reference to the

1 Drought Program of 8.4 is, by itself, *sufficient proof that the Public Water Suppliers were meant to be*
2 *included in the Rampdown.* If the Public Water Suppliers were not to be included in the Rampdown,
3 there would be no reason to reference Section 8.4 in Section 8.3.

4 **B. The Evidence Produced at Trial Is Relevant and Probative to Interpreting the Stipulated**
5 **Judgment.**

6 It is undisputed that all the evidence presented at trial supports the finding that all Parties to the
7 Judgment are entitled to Rampdown. (See L.A. Opposition at pp. 12-13 [disputing the purposes and
8 admissibility of evidence that was admitted in trial, but not the evidence themselves].) Specifically,
9 expert evidence submitted by Dr. Dennis Williams on behalf of the Public Water Suppliers and Mr.
10 Charles Binder on behalf of the Antelope East Kern Water Agency includes Public Water Supplier
11 pumping in the Rampdown presentations that were presented to the Court. (See Declaration of Jeffrey V.
12 Dunn filed in support of Water Suppliers' Motion ("Dunn Decl."), Ex. "B" [Dr. Williams' 9/29/2015 trial
13 testimony] at pp. 25380 & 25384-25385, Ex. "D" [Mr. Binder's 10/15/2015 trial testimony] at 26813:21-
14 26814:13, Ex. "E" at PWS-0543-44 to 46, Ex. "F" at 6-AVEK-2.) Landowners do not dispute that no
15 contrary evidence was presented by the Landowners or any other party. Further, the Landowners do not
16 dispute that the evidence presented was the only evidence concerning the Rampdown provision that was
17 considered by the Court to support the Court's Physical Solution.

18 The Landowners now urge the Court to ignore this uncontroverted evidence in interpreting the
19 Judgment. The Landowners argue that if the Public Water Suppliers were intended to Rampdown their
20 pumping, then the specific numbers presented by the experts regarding Public Water Supplier pumping
21 would have been included in the Court Order. They contend that since the Court failed to include
22 separate pumping amounts for the Public Water Suppliers during the Rampdown Period this demonstrates
23 that there was never any intention that the Public Water Suppliers would participate in the Rampdown.

24 Of course, once again, this argument ignores the plain language of the Judgment which expressly
25 provides a Rampdown for all Parties. The expert evidence contains a detailed analysis that included
26 precise numbers to support every aspect of the Judgment. However, it was not necessary for the Court to
27 include every aspect of this analysis verbatim.

1 In order for an order or judgment to be valid, it must be based on competent evidence. (*Bowers v.*
2 *Bernards* (1984) 150 Cal.App.3d 870, 873 [judgments made be overturned unless it is based in substantial
3 evidence]; see also, Watermaster’s Motion, Ex. “B” [Statement of Decision] at pp. 1 & 20-21 [“The
4 Court, having considered the evidence and arguments of counsel, orally issued its tentative decision on
5 November 4, 2015 upon the conclusion of trial [T]he Court adopts the Physical Solution as its own
6 physical solution for the Basin after it determined and considered the parties’ respective groundwater
7 rights.”].) The only evidence provided to the Court demonstrated a Rampdown for all Parties in the case.
8 (See Dunn Decl., Ex. “B” [Dr. Williams’ 9/29/2015 trial testimony] at pp. 25380 & 25384-25385, Ex.
9 “D” [Mr. Binder’s 10/15/2015 trial testimony] at 26813:21-26814:13, Ex. “E” at PWS-0543-44 to 46, Ex.
10 “F” at 6-AVEK-2.) No other evidence was provided. Therefore, for the Court’s Judgment to be legally
11 effective, it must have been premised on the evidence of a Rampdown by all Parties.

12 The Landowners make the argument that allowing the Public Water Suppliers to participate in
13 the Rampdown endangers the groundwater supplies and threatens the water resources. The
14 Landowners apparently misunderstand the purpose of Dr. Williams and Mr. Binder’s testimony. Their
15 testimony was presented precisely to demonstrate that all parties, including the Public Water Suppliers,
16 could participate in a 7-year Rampdown without it having a permanent adverse effect on the Basin.
17 (See e.g., Dunn Decl., Ex. “D” at 26815:2-7.) This formed the basis for the Court’s finding that the
18 Rampdown was not harmful to the Basin. (See Watermaster’s Motion, Ex. “B” [Statement of Decision]
19 at pp. 21-22 [referencing Dr. Williams’ testimony and finding that “[t]he Physical Solution will protect
20 all water rights in the Basin by preventing future overdraft . . .”])

21 Finally, the Landowners suggest that the evidence presented by Dr. Williams was not admitted or
22 it was limited by the Court. In advancing this suggestion, the Landowners cite to an exchange between
23 Messrs. Jeffrey Dunn and Richard Zimmer at the commencement of Dr. Williams’ testimony on
24 September 29, 2015. However, the Landowners fail to mention that all of Dr. Williams’ exhibits were
25 admitted into evidence the following day without any objection as to their use to prove up the Judgment
26 and Physical Solution. (See Declaration of W. Keith Lemieux (“Lemieux Decl.”), Ex. “G” at 25660-661.)

1 On September 30, 2015, the Court confirmed with the Parties that Dr. Williams' testimony and slides
2 were admitted for the Phase 6 trial:

3 MR. DUNN: THE TWO EXHIBITS – PWS 542, THE RESUME; 543,
4 THE SLIDES – WE MOVE INTO EVIDENCE. I THINK MR. ZIMMER
5 WANTS TO MAKE A STATEMENT. . . .

6 MR. ZIMMER: YOUR HONOR, SUBJECT TO THE RESERVATION
7 AND LIMITATION AS TO THE SCOPE FO DR. WILLIAMS' TESTIMONY OF
8 SLIDES, WE ARE NOT GOING TO OBJECT TO THE INTRODUCTION OF
9 THE SLIDES INTO EVIDENCE AT THIS PHASE. . . .

10 MR. DUNN: AND THAT'S CORRECT. AS A SORT OF A SUMMARY
11 OF THAT, THE TESTIMONY BY DR. WILLIAMS AND THE SLIDES ARE
12 LIMITED TO THIS PHASE ONLY. THEY'RE NOT APPLICABLE TO ANY
13 OTHER FUTURE PHASE IN TERMS OF MANAGEMENT AND --

14 THE COURT: THE SIGNIFICANCE OF HIS TESTIMONY IS HIS
15 EXPRESSING AN OPINION ABOUT THE FACTUAL CONSEQUENCE OF
16 THE IMPLEMENTATION OF THE GLOBAL SETTLEMENT FOR THIS
17 PURPOSES. IF THE SETTLEMENT IS NOT APPROVED, THEN IT
18 BECOMES IRRELEVANT EXCEPT TO THE EXTENT THAT SOMEBODY
19 WHO'S A PROPONENT OF THE SETTLEMENT WISHES TO APPEAL. . . .

20 MR. ZIMMER: WE HAVE OUR AGREEMENT. IT'S BEEN STATED ON THE
21 RECORD. WE'RE ALL GOOD WITH THAT.

22 (ADMITTED INTO EVIDENCE, EXHIBIT NOS. PWS 542 AND 543.) (*Id.* [emphasis
23 added].)

24
25 Further, the Landowners also fail to mention that the same Rampdown evidence was also
26 presented by Charles Binder, an expert provided by the Antelope Valley East Kern Water Agency, and
27 also admitted into evidence for demonstrative purposes without any objection from the Landowners. (See

1 Dunn Decl., Ex. “D” [Mr. Binder’s 10/15/2015 trial testimony] at 26813:21-26814:13, and Ex. “F” at 6-
2 AVEK-2; see also, Lemieux Decl., Ex. “H” at 26869:28-26870:13.)

3 **C. Whether Exhibit 3 Specified the Pre-Rampdown Pumping Is Irrelevant**

4 The Landowners contend that because Exhibit 4 includes specific Pre-Rampdown pumping by
5 some of the Landowners, the Court should rewrite the definition of “Parties” as used in Section 3.5.27 of
6 the Physical Solution to include only parties that were listed on Exhibit 4. However, the reason that
7 specific numbers were provided in Exhibit 4 and were not listed elsewhere for other Parties is that the
8 Exhibit 4 numbers were the subject of significant negotiation between the Parties because the Exhibit 4
9 Parties’ wells were largely unmetered. In order to determine the pumping numbers it required expert
10 analysis, which was the subject of an earlier phase of trial. In order to avoid re-inventing the wheel the
11 parties simply stipulated to specific numbers.

12 This consideration was not present regarding the Public Water Suppliers because the Public Water
13 Suppliers’ pumping is metered and reported through public record. As a result, there was never a dispute
14 regarding the Public Water Supplier Pre-Rampdown production numbers. Therefore, these numbers
15 could be easily determined simply by reference to the public record. For this reason, the Public Water
16 Suppliers were able to present Pre-Rampdown numbers for each of the Public Water Suppliers at trial
17 without a single objection from the Landowners.

18 **D. Materials Presented Before the Watermaster Are Irrelevant and Should Not Be**
19 **Considered By this Court.**

20 A significant portion of the Bolthouse Opposition consists of simply block quoting the letter
21 presented to the Watermaster by its attorney, Mr. Craig Parton. This letter was generated before Mr.
22 Parton had the opportunity to review the evidence presented to this Court. The conclusions contained in
23 this correspondence were not accepted by the Watermaster. Instead, the Watermaster, by unanimous
24 agreement, chose to take a neutral position regarding this dispute. (See Watermaster’s Motion at p. 20.)
25 The citations to Mr. Parton’s letter are both misleading and irrelevant.

26 It is misleading because the Watermaster unanimously chose not to formally accept Mr. Parton’s
27 conclusions. As a consequence, this letter did not form a basis for any action by the Watermaster. It is

1 also therefore irrelevant because it amounts to simply the opinion of one attorney who does not represent
2 any Party to this case and who did not participate in the prove-up trial of the Physical Solution. Through
3 separate opposition, the Public Water Suppliers have objected to the submission of this letter as evidence
4 and urge the Court not to consider any of the materials contained in the letter.

5 **E. All Parties May Participate in the Rampdown**

6 Concurrently with the Oppositions filed by the Landowners, Clan Keith Real Estate Investments
7 submitted its own response to the Watermaster's Motion. It urges the Court to find that Clan Keith is
8 entitled to a Rampdown. Like the Public Water Suppliers, Clan Keith relies on the plain language of the
9 Judgment that the Rampdown is intended to apply to "all Parties."

10 The Public Water Suppliers agree and concur with Clan Keith's reasoning and conclusion. It is
11 difficult to understand why the Court would have permitted some landowner parties to participate in the
12 Rampdown and not others. If the Court had intended to do so there would have been plain language to
13 that effect in the Judgment.

14 **III. CONCLUSION**

15 The Judgment was not intended to be a logic puzzle. The terms of the Judgment were intended to
16 be clear on their face. The Landowners' interpretation of the Judgment would require significant
17 revision of the language contained in the Judgment. The simplest interpretation is that "Party" in Section
18 8.3 means the definition of Party contained the judgement at Section 3.5.27.

19
20 DATED: January 24, 2018

OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

21
22 By: 

W. KEITH LEMIEUX

23 Attorneys for

24 Littlerock Creek Irrigation District, Palm Ranch Irrigation

District, North Edwards Water District, Desert Lake

25 Community Services District, and Quartz Hill Water District

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1. I have personal knowledge of the facts below, and if called upon to do so, I could testify
tently thereto in a court of law.

3. Attached hereto as Exhibit “G” are true and correct copies of excerpts from the Reporters’ Transcript on Appeal, containing the reporters’ transcripts for trial testimony provided by Dr. Dennis Williams on September 30, 2015 during the Phase 6 trial.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of January, 2018, at Westlake Village, California.

W. Keith Lemieux

26345.00000\30481567.2

EXHIBIT G

COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

COORDINATION PROCEEDING)	JUDICIAL COUNCIL
SPECIAL TITLE (RULE 1550(B)))	COORDINATED
)	PROCEEDING
ANTELOPE VALLEY GROUNDWATER)	CASE NO. 4408
CASES)	
)	APPEAL FILED:
)	2/19/16, 2/25/16,
AND RELATED ACTIONS.)	3/2/16 & 3/2/16
)	

APPEAL FROM THE SUPERIOR COURT OF LOS ANGELES COUNTY

HONORABLE JACK KOMAR, JUDGE PRESIDING

REPORTERS' TRANSCRIPT ON APPEAL

SEPTEMBER 30, 2015

APPEARANCES:

FOR DEFENDANT AND CROSS-COMPLAINANT/APPELLANT PHELAN
PINON HILLS COMMUNITY SERVICES DISTRICT:

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(APPEARANCES CONTINUED ON THE
NEXT PAGE.)

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SANDRA GECO, CSR #3806
OFFICIAL REPORTER

1 BUT NOT -- NOT INTRODUCED INTO EVIDENCE.

2 THE COURT: ARGUMENT IS ONE THING, BUT A WITNESS'S
3 STATEMENT IS ANOTHER AND THESE ARE ALL THE WITNESS'S
4 STATEMENTS.

5 MR. KALFAYAN: THOSE ARE OPINIONS, YOUR HONOR, THAT
6 WE CROSS EXAMINED HIM ON AND I THINK THEY SHOULD BE
7 ADMITTED INTO EVIDENCE.

8 THE COURT: WELL, THEY'RE CERTAINLY PART OF THE
9 RECORD, WHETHER -- I THINK THERE'S SOME CONFUSION AS TO
10 WHAT IS WHAT IS MEANT BY IN EVIDENCE.

11 MR. ZIMMER: WE CAN PICK THIS UP AFTER THE RECESS.

12 THE COURT: I THINK THAT'S A GOOD IDEA. MAYBE YOU
13 ALL CAN CONSULT.

14

15 (A SHORT RECESS WAS TAKEN.)

16

17 THE COURT: BE SEATED.

18 MR. DUNN: MAY I ADDRESS THE COURT?

19 THE COURT: YES.

20 MR. DUNN: THE TWO EXHIBITS -- PWS 542, THE RESUME;
21 543, THE SLIDES -- WE MOVE INTO EVIDENCE. I THINK
22 MR. ZIMMER WANTS TO MAKE A STATEMENT.

23 THE COURT: YES.

24 MR. ZIMMER: YOUR HONOR, SUBJECT TO THE RESERVATION
25 AND LIMITATION AS TO THE SCOPE OF DR. WILLIAMS' TESTIMONY
26 OF SLIDES, WE ARE NOT GOING TO OBJECT TO THE INTRODUCTION
27 OF THE SLIDES INTO EVIDENCE AT THIS PHASE.

28 THE COURT: ALL RIGHT.

1 MR. DUNN: AND THAT'S CORRECT. AS A SORT OF A
2 SUMMARY OF THAT, THE TESTIMONY BY DR. WILLIAMS AND THE
3 SLIDES ARE LIMITED TO THIS PHASE ONLY. THEY'RE NOT
4 APPLICABLE TO ANY OTHER FUTURE PHASE IN TERMS OF MANAGEMENT
5 AND --

6 THE COURT: THE SIGNIFICANCE OF HIS TESTIMONY IS HIS
7 EXPRESSING AN OPINION ABOUT THE FACTUAL CONSEQUENCE OF THE
8 IMPLEMENTATION OF THE GLOBAL SETTLEMENT FOR THIS PURPOSES.
9 IF THE SETTLEMENT IS NOT APPROVED, THEN IT BECOMES
10 IRRELEVANT EXCEPT TO THE EXTENT THAT SOMEBODY WHO'S A
11 PROPONENT OF THE SETTLEMENT WISHES TO APPEAL.

12 MR. DUNN: OKAY.

13 MR. ZIMMER: WE HAVE OUR AGREEMENT. IT'S BEEN
14 STATED ON THE RECORD. WE'RE ALL GOOD WITH THAT.

15
16 (ADMITTED INTO EVIDENCE, EXHIBIT
17 NOS. PWS 542 AND 543.)
18

19 MR. DUNN: YOUR HONOR, WE HAVE THREE OTHER EXHIBITS
20 IF THE COURT WILL ALLOW US TO MOVE THEM IN. WE -- THEY'VE
21 BEEN PREVIOUSLY MARKED AND IDENTIFIED AS 6-D40-2. IT'S A
22 WATER SERVICE AGREEMENT BETWEEN AVEK AND LOS ANGELES COUNTY
23 WATER WORKS DISTRICT NUMBERS 4 AND 34. IT'S DATED JULY 17,
24 1970.

25 MR. KALFAYAN: YOUR HONOR, I HAVEN'T SEEN THIS
26 DOCUMENTS. I DON'T KNOW WHERE IT IS, BUT --

27 MR. DUNN: I CAN SHOW IT TO COUNSEL.

28 THE COURT: THIS WAS TESTIFIED TO BY WHOM?

EXHIBIT H

COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

COORDINATION PROCEEDING)	JUDICIAL COUNCIL
SPECIAL TITLE (RULE 1550(B)))	COORDINATED
)	PROCEEDING
ANTELOPE VALLEY GROUNDWATER)	CASE NO. 4408
CASES)	
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)	2/19/16, 2/25/16,
AND RELATED ACTIONS.)	3/2/16 & 3/2/16
)	

CERTIFIED COPY

APPEAL FROM THE SUPERIOR COURT OF LOS ANGELES COUNTY

HONORABLE JACK KOMAR, JUDGE PRESIDING

REPORTERS' TRANSCRIPT ON APPEAL

10-14-15, AND 10-15-15

APPEARANCES:

FOR DEFENDANT AND CROSS-COMPLAINANT/APPELLANT PHELAN
PIÑON HILLS COMMUNITY SERVICES DISTRICT:

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(APPEARANCES CONTINUED ON THE
NEXT PAGE.)

SANDRA GECO, CSR NO. 3806.
OFFICIAL COURT REPORTER

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1 THE BAILIFF: COME TO ORDER. THE COURT IS NOW IN
2 SESSION.

3 THE COURT: GOOD MORNING.

4 ALL: GOOD MORNING.

5 THE COURT: ALL RIGHT. WE'RE IN SESSION AGAIN. WE
6 HAVE COURT CALL. ALL RIGHT. WHO IS READY TO PROCEED THIS
7 MORNING?

8 MR. RAMOS: YOUR HONOR, ANDREW RAMOS REPRESENTING
9 COPA DE ORO.

10 THE COURT: OKAY. MR. RAMOS.

11 MR. RAMOS: WE HAVE A WITNESS, YOUR HONOR.

12 MR. KALFAYAN: YOUR HONOR, IN THE WILLIS CLASS, WE
13 HAVE MR. ESTRADA, AS WELL, AS AN EXPERT.

14 THE COURT: ALL RIGHT.

15 MR. KALFAYAN: MAY WE PROCEED WITH MR. ESTRADA?

16 THE COURT: WELL, LET'S TAKE MR. RAMOS'S ISSUE HERE
17 FIRST. IT WILL PERHAPS NOT BE AS LONG.

18 MR. RAMOS: IT WILL, YOUR HONOR. THE WILLIS CLASS
19 REQUESTED THAT COPA DE ORO PRESENT A WITNESS. WE WOULD LIKE
20 TO CALL VERA NELSON.

21 THE COURT: THANK YOU. COME FORWARD PLEASE AND BE
22 SWORN. STAND THERE AND RAISE YOUR RIGHT HAND.

23 THE CLERK: DO YOU SOLEMNLY STATE THAT THE TESTIMONY
24 YOU MAY GIVE IN THE CAUSE NOW PENDING BEFORE THIS COURT SHALL
25 BE THE TRUTH, THE WHOLE TRUTH, AND NOTHING BUT THE TRUTH, SO
26 HELP YOU GOD?

27 THE WITNESS: YES.

28 THE CLERK: OKAY. PLEASE BE SEATED.

1 LITTLE MORE COMPLEX THAN JUST A SINGLE LICENSEE, BUT I RELIED
2 UPON THE INFORMATION THAT WAS IN THE CITED REPORT AS AN
3 ESTIMATE OF THE AVERAGE SUPPLIES THAT WOULD BE AVAILABLE IN
4 THAT CATEGORY FOR THE ENTIRE BASIN, BUT DID NOT DISTINGUISH
5 THE SPECIFIC USER OF THAT WATER SUPPLY.

6 BY MS. AILIN:

7 Q. BASED ON YOUR UNDERSTANDING OF THE PROPOSED PHYSICAL
8 SOLUTION, WOULD THE WATER MASTER HAVE ANY AUTHORITY OVER
9 SURFACE WATER SUPPLIES?

10 A. THERE IS A PROVISION THAT SURFACE WATER PERMITTED
11 UNDER THE STATE STATUTES WOULD BE SEPARATE AND NOT INCLUDED
12 IN THE PROPOSED PHYSICAL SOLUTION.

13 THE COURT: MR. ZIMMER, DID YOU WANT TO INTERPOSE AN
14 OBJECTION?

15 MR. ZIMMER: I WANTED TO INTERPOSE AN OBJECTION AS
16 TO RELEVANCE AGAIN.

17 THE COURT: CALLS FOR A LEGAL CONCLUSION.
18 SUSTAINED.

19 MR. ZIMMER: AND VAGUE.

20 MS. AILIN: ONE OF MANY IN MR. BINDER'S TESTIMONY.
21 THANK YOU, YOUR HONOR. I HAVE NOTHING FURTHER.

22 THE COURT: YOU NOTICED THAT, MS AILIN? ALL RIGHT.
23 DOES ANYBODY ELSE HAVE QUESTIONS? MR. MCELHANEY?

24 MR. MCELHANEY: NO QUESTIONS, YOUR HONOR.

25 THE COURT: THANK YOU, SIR. YOU MAY STEP DOWN.
26 THANK YOU FOR YOUR TIME.

27 THE WITNESS: THANK YOU, YOUR HONOR.

28 MR. MCELHANEY: I WOULD, YOUR HONOR, HOWEVER, MOVE

1 INTO EVIDENCE TWO EXHIBITS, 6-AVEK-1 AND 6-AVEK-2.

2 MS. BRENNAN: YOUR HONOR WE'LL, OBJECT NOT TO ONE,
3 BUT TWO. THOSE ARE JUST DEMONSTRATIVE IN NATURE, AND
4 THEY'RE -- SO ON 352 GROUNDS, RELEVANCE AND LACKS
5 FOUNDATION.

6 THE COURT: VERY DEMONSTRATIVE. VERY HELPFUL TO THE
7 COURT.

8 MS. BRENNAN: SO THEY'RE JUST BEING MOVED IN NOT FOR
9 THE ACCURACY OF WHAT'S ON THEM; CORRECT?

10 THE COURT: ONLY FOR WHAT HE SAID.

11 MS. BRENNAN: ALL RIGHT. THANK YOU, YOUR HONOR.

12 (EXHIBITS 6-AVEK-1 AND 6-AVEK-2 WERE ADMITTED INTO
13 EVIDENCE.)

14 MR. MCELHANEY: AT THIS TIME, YOUR HONOR, ANTELOPE
15 VALLEY EAST KERN WATER AGENCY WOULD CALL MR. ROBERT WAGNER.

16 THE COURT: ALL RIGHT. MR. WAGNER? IS MR. WAGNER
17 PRESENT IN THE COURTROOM? MR. WAGNER, COME FORWARD, STAND
18 NEXT TO THE WITNESS BOX, BE ADMINISTERED THE OATH. STEP
19 RIGHT UP. RAISE YOUR RIGHT HAND.

20 THE CLERK: DO YOU SOLEMNLY STATE THAT THE TESTIMONY
21 YOU ARE ABOUT TO GIVE IN THE MATTER NOW PENDING BEFORE THIS
22 COURT SHALL BE THE TRUTH, THE WHOLE TRUTH, AND NOTHING BUT
23 THE TRUTH UNDER PENALTY OF PERJURY?

24 THE WITNESS: I DO.

25 THE CLERK: THANK YOU. PLEASE BE SEATED IN THE
26 WITNESS BOX AND SPELL YOUR FULL NAME FOR THE RECORD, PLEASE.

27 THE WITNESS: ROBERT C. WAGNER, W-A-G-N-E-R.

28 THE CLERK: THANK YOU.

PROOF OF SERVICE

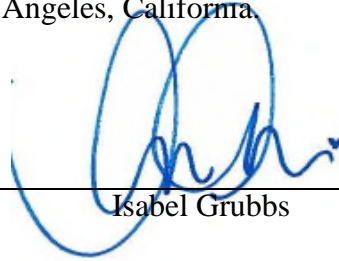
I, Isabel Grubbs, declare:

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 S. Grand Avenue, 25th Floor, Los Angeles, California 90071. On January 24, 2018, I served the following document(s):

**REPLY TO OPPOSITION TO MOTION TO INTERPRET JUDGMENT;
DECLARATION OF W. KEITH LEMIEUX**

☒ by posting the document(s) listed above to the Antelope Valley WaterMaster website with e-service to all parties listed on the websites Service List.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 24, 2018, at Los Angeles, California.


Isabel Grubbs

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