

**COLDREN LAW OFFICES**  
**A Professional Law Corporation**  
Robert S. Coldren (Bar No. 81710)  
3 Hutton Centre Drive, Ninth Floor  
Santa Ana, California 92707  
(714) 955-6106  
Email: RColdren@coldrenlawoffices.com

Attorneys for Cross-Defendant,  
MILANA VII, LLC, dba Rosamond Mobile Home Park

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

ANTELOPE VALLEY GROUNDWATER  
CASES

Included Actions:  
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-254-348

Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
Lancaster, Diamond Farming Co. v. Palmdale  
Water Dist.  
Riverside County Superior Court  
Consolidated actions  
Case Nos. RJC 353 840, RIC 344 436, RIC 344  
668

Judicial Council Coordination No. 4408

For filing purposes only:  
Santa Clara County Case No. 1-05-CV-  
049053

Assigned to The Honorable Jack Komar

**CROSS-DEFENDANT MILANA VII, LLC,  
dba ROSAMOND MOBILE HOME PARK'S  
LIST OF WITNESSES AND EXHIBITS IN  
SUPPORT OF OBJECTIONS TO  
PROPOSED STIPULATED JUDGMENT  
AND PHYSICAL SOLUTION AND  
ASSERTION OF CLAIMS AND RIGHTS TO  
PRODUCE GROUNDWATER FROM BASIN**

**Trial/Prove-Up Hearings:**

**Date: August 3, 2015**

**Time: 10:00 a.m.**

**Dept: TBD**

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

Pursuant to the Court's Second Amended Case Management Order dated March 27, 2015,

**WITNESS AND EXHIBIT LISTS OF MILANA VII, LLC, DBA ROSAMOND MOBILE HOME PARK**

1 and the Court's orders issued at a subsequent hearing on March 26, 2015, Cross-Defendant Milana  
2 VII, LLC, dba Rosamond Mobile Home Park ("Cross-Defendant"), as a Non-Stipulating Party  
3 herein, hereby submits the following witness and exhibit lists in support of its objections to the  
4 proposed Stipulated Judgment and Physical Solution and assertion of claims or rights to produce  
5 groundwater from the Basin:

6 Witness List

7 Cross-Defendant intends to call the following witnesses at the trial/prove-up hearing  
8 tentatively scheduled to commence on August 3, 2015:

- 9 1. Scott Monroe
- 10 2. Marilyn Monroe
- 11 3. Eric Graboff
- 12 4. Steve Perez (Rosamond Community Services District)
- 13 5. Other percipient witnesses to be determined
- 14 6. Expert witnesses, including shared expert witnesses with other parties, to be
- 15 determined.
- 16 7. Residents at park dependent upon park's well water supply
- 17 8. Witnesses identified by objecting and non-stipulating parties, including, without
- 18 being limited to, the Willis Class and Phelan Pinon Hills Community Services
- 19 District, which are hereby incorporated by reference.
- 20 9. All named parties in the consolidated actions—pumpers, respecting historical
- 21 draws from the aquifer, quantity, rate, timing and cost for extraction --- water
- 22 districts, respecting tiered rates and determination of same, water quality testing,
- 23 preparation of studies and reports, and treatment of water with Chloramine,
- 24 Chlorine, or similar substances, and preparation of any and all reports or studies
- 25 supporting or pertaining to establishing compliance with Proposition 218
- 26 mandate announced in the April, 2015 San Juan Capistrano Appellate case.
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1                   Exhibit List

2                   Cross-Defendant intends to present the following exhibits:

- 3                   1. The Willis Class' 17-page "Schedule of Objections and Inconsistencies to The
- 4                               Stipulated Proposed Physical Solution" filed on or about March 13, 2015
- 5                   2. The 2009 list of known Wood class members used for initial class notice
- 6                   3. Current list of known Wood Class members
- 7                   4. Property tax bills to show the recorded acreage of property
- 8                   5. Information regarding serial number and pump references for wells on property
- 9                   6. Electrical bills, is any, used to quantify water usage
- 10                  7. Reports and correspondence re any well tests
- 11                  8. Documents concerning the costs of repairing and maintaining wells on property
- 12                  9. Lease agreements and other documents regarding property owner's legal
- 13                               obligations to provide an adequate water supply to tenants
- 14                  10. Park Rules and Regulations
- 15                  11. Well information
- 16                  12. Wells logs, if any
- 17                  13. Flowmeter readings, if any
- 18                  14. Permits regarding operation of wells
- 19                  15. Inspection and tests reports of wells monitoring
- 20                  16. Documents regarding the value of park with and without water rights that can be
- 21                               sold or traded
- 22                  17. Documents relating to pump checks
- 23                  18. Notices of groundwater extraction, if any
- 24                  19. Historical data re well plumbing
- 25                  20. Cross-Defendant's previously filed objections and assertion of rights and claims
- 26                               regarding groundwater pumping in the Basin.
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21. Maps of park
22. Certificate of Accuracy regarding test performance on wells
23. Permits to operate mobilehome home park
24. Documents regarding land ownership
25. Well completion reports, if any
26. Documents regarding well maintenance and operation from prior owner of park
27. Documents regarding groundwater wells and infrastructure
28. Documents regarding production of groundwater from well pumping
29. Documents showing not all necessary parties have been joined in this case,  
thereby depriving this court of jurisdiction to consider and rule upon matters on  
August 3, 2015
30. Documents showing this court lacks jurisdiction, including subject matter  
jurisdiction.
31. Documents showing that the proposed Stipulated Judgment and Physical  
Solution submitted by the Wood Class improperly seeks to allocate 99.8% of the  
Basin's groundwater supply and to bind all parties for long-term management of  
basin groundwater.
32. Documents showing that the proposed Stipulated Judgment and Physical  
Solution submitted by the Wood Class improperly seeks to deny non-stipulating  
parties' rights by requiring payment for water pumped by one's own pumps.
33. Transcript and documents from Phase Three Trial in 2011 in which the court has  
stated on the record that while overdraft exists, the court is not making historical  
findings that would be applicable to specific areas of the aquifer or that could be  
used in a specific way to determine water rights in particular areas of the  
aquifer.
34. Documents showing that the proposed basin-wide "Physical Solution" seeks to

1 allocate all of the groundwater to the settling parties only, while imposing  
2 assessments on others.

3 35. Documents showing that the court has failed to make “reasonable and beneficial  
4 use” findings is prior proceedings before adjudicating rights in this action.

5 36. Other documents and evidence of Cross-Defendant’s groundwater pumping and  
6 its groundwater usage in support of its claims

7 37. All documents designated by Defendant and Cross-Complainant, Phelan Pinon  
8 Hills Community Services District, which are hereby incorporated herein by  
9 reference

10 38. All documents designated by the Willis Class which are hereby incorporated  
11 herein by reference

12 39. All documents designated by other parties objecting to the proposed Stipulated  
13 Judgment and Physical Solution

14 40. All documents showing that the proposed Stipulated Judgment and Physical  
15 Solution are invalid because they are inconsistent and violate other settlements  
16 approved by this Court in 2013

17 41. All documents that show that the Proposed Physical Solution improperly  
18 allocates 99.8% of the native safe yield, which is 82,300 acre-feet (“af”) based  
19 upon the settling parties’ contention, thereby leaving only about 168 af for  
20 allocation to a non-settling party.

21 42. All documents that show that the proposed Stipulated Judgment and Physical  
22 Solution is, in essence, an improper attempt by settling parties to enter into a  
23 settlement agreement that seeks to affect the rights of non-stipulated parties who  
24 are not signatories to the settlement agreement.

25 43. Notices of groundwater extraction and diversion

26 44. Documents regarding water conservation programs at park  
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- 1 45. Documents showing that the proposed Stipulated Judgment and Physical  
2 Solution improperly allocates the entire Native Safe Yield ("NSY") free of  
3 replacement assessment to overlying landowners except Cross-Defendant and  
4 potentially imposes onerous and expensive terms on Cross-Defendant before it  
5 is determined by the Watermaster whether Cross-Defendant may commence any  
6 pumping – even for domestic or human use.
- 7 46. Documents showing that the proposed Stipulated Judgment and Physical  
8 Solution improperly makes allocations of water production rights for the  
9 stipulating parties which are free, fixed, permanent and indefinite, while there  
10 are no provisions to allocate any of the NSY yield to the non-stipulating parties.
- 11 47. Documents showing that the proposed settlement cannot be within the range of  
12 reasonableness for final approval as it severely prejudices non-settling parties  
13 and deprives them of correlative rights to the NSY free of replacement  
14 assessment.
- 15 48. Documents showing that the proposed settlement improperly attempts to  
16 establish a 3 acre feet per year allocation for the Wood Class members as a  
17 standard that is going to bind all the non-settling parties, a type of settlement  
18 which the Court has already denied approval of in 2012.
- 19 49. Documents that show this Court cannot approve a settlement with a permanent  
20 allocation of groundwater upon an agreement of some of the parties, but not all  
21 of the parties.
- 22 50. Documents that show the settlement improperly allocates the entire NSY  
23 (82,300 AFY) on a fixed, permanent, and guaranteed priority basis to the  
24 exclusion of others.
- 25 51. Documents that show that under the proposed settlement, the water allocated is  
26 free of replacement assessment while, with the possible exception for domestic  
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1 use, others must pay the replacement assessment.

2 52. Documents showing the proposed settlement imposes burdensome, uncertain,  
3 and expensive conditions on others before others may be allowed to commence  
4 any pumping, even for domestic and human use. No similar limitations are  
5 placed on the stipulating parties.

6 53. Documents showing the Basin's principal water importer, Antelope Valley-East  
7 Kern Water Agency ("AVEK"), has represented that water allocations from the  
8 State Water projects are being severely curtailed due to California's drought  
9 conditions. Thus, if others are denied access to the NSY, it appears likely that  
10 others' pumping applications will be denied.

11 54. Documents showing that compared to the Wood Class, the right of others to  
12 domestic use and human use is contingent, uncertain, and unreasonably limited.

13 55. Documents showing that the proposed settlement denies non-stipulating parties  
14 their rights to share in the NSY free of replacement assessment.

15 56. Documents showing that the proposed settlement unlawfully and erroneously  
16 provides, all by agreement and without a hearing affording due process, that the  
17 unexercised rights of the others should be modified and that the SPPS is  
18 consistent with the subordination provisions in the surface water decision of *In*  
19 *Re Waters of Long Valley Creek Stream System*.

20 57. Documents showing the members of the Wood Class are unfairly and  
21 inequitably allocated a domestic use priority of 1.2 AFY and up to 3 AFY  
22 allocation for use on overlying land, both of which allocations are free of  
23 replacement assessment, with no metering obligations, no reporting obligations,  
24 no administrative assessments on 1.8 AFY, and a priority right under Water  
25 Code Section 106.

26 58. Documents showing that the proposed settlement is inconsistent with Water  
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Code Sections 106 and 106.3.

59. Documents showing that as an overlying landowner owning present rights to future use of water, Cross-Defendant is entitled to notice and judicial determination of such rights and an opportunity to challenge any interference with these rights.
60. Documents showing that the proposed settlement violates Cross-Defendant's present exercised water right as an overlying landowner as well as future and prospective unexercised overlying water right in groundwater which are Constitutionally based and Constitutionally protected.
61. Documents showing that Cross-Defendant's overlying water right may not be impaired, altered or burdened absent a finding of unreasonable use.
62. Documents showing that the proposed settlement permanently allocates the entire NSY to the stipulating parties in derogation of others' water rights.
63. Documents showing that the Physical Solution does not reasonably allocate water rights, violates the common law, violates Article X section 2 of the California Constitution and sections 106 and 106.3 of the Water Code.
64. Documents showing that the proposed settlement seeks to allocate 99.8% of the water supply and to bind all parties for long-term management of the Basin.
65. Documents showing that the California Constitution and case law preclude a judicial finding of a right to recapture native groundwater return flow.
66. Documents showing that water rights, including appropriative water rights and groundwater rights are considered rights in real property.
67. Documents showing that non-settling parties' real property rights are impaired by retroactively applying a finding of overdraft, thereby effectively eliminating those property rights without a fair hearing on those issues.
68. Documents showing that this Court may be impairing a vested property right



1 without due process of law.

2 69. Documents showing that there are no studies as to the quality of water in the  
3 sub-aquifer, both as to treating and blending of water, and as to both health and  
4 property protection standards.

5 70. Documents showing that Cross-Defendant only appeared in this case a little  
6 more than six (6) months ago, there is literally 9,600 different documents on the  
7 court docket relating to this matter, such that Cross-Defendants has not had  
8 sufficient time to review the entire case.

9 71. Documents showing that Cross-Defendant has certain rights to produce  
10 groundwater from the Basin, including, without being limited to, the right to  
11 produce amounts of water for reasonable and beneficial use on its overlying  
12 property without assessments, not to have its current pumping limited or  
13 reduced, and to not be subject to basin-wide management system through a  
14 watermaster funded by assessments levied on all groundwater users in the Basin,  
15 and not to have to pay for groundwater pumped from its well.

16 72. Documents showing that the approximate 140 parties who approved and signed  
17 the proposed Stipulated Judgment and Physical Solution improperly received a a  
18 permanent allocation of water from the native safe yield free of replacement  
19 assessment.

20 73. Documents that show this Court should reject a permanent allocation of  
21 groundwater in the proposed settlement because such an allocation would  
22 unfairly impact the rights of non-settling parties.

23 74. Documents that show the Court should reject the Wood Class' attempt to obtain  
24 a permanent allocation of groundwater in the proposed settlement because the  
25 140 parties do not represent all of the parties in this action.

26 75. Documents showing how extremely valuable water rights are to the parties  
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1 76. Exhibits identified by objecting and non-stipulating parties, including, without  
2 being limited to, the Willis Class and Phelan Pinon Hills Community Services  
3 District, which are hereby incorporated by reference.  
4

5 This Exhibit List does not include any documents that may be presented for rebuttal and  
6 impeachment purposes, if any, and does not include any demonstrative exhibits that any experts  
7 may present. Cross-Defendant reserves the right to present evidence not identified on this list for  
8 such purposes. Additionally, Cross-Defendant reserves the right to use any trial testimony and/or  
9 exhibits that were used and/or presented during the trial/prove-up hearings, or during a previous  
10 hearing or phase of trial. Furthermore, Cross-Defendant reserves the right to amend or supplement  
11 this Witness List and Exhibit List and will amend or modify the Witness List and Exhibit List to  
12 the extent necessary.

13 Cross-Defendant objects to this pretrial process on constitutional due process grounds, as  
14 well as CCP and California court rules, and thus reserves the right to supplement this list as trial  
15 approaches as one potential remedy to cure these fatal potentially incurable defects in this required  
16 production on this date.

17  
18 Dated: April 27, 2015

**COLDREN LAW OFFICES**

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21 By: 

22 Robert S. Coldren  
23 Attorney for Cross-Defendant,  
24 MILANA VII, LLC, dba Rosamond Mobile  
25 Home Park  
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