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10 Trust

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

14 ANTELOPE VALLEY
15 GROUNDWATER CASES

16 Included Actions:

17 Los Angeles County Waterworks District
18 No. 40 v. Diamond Farming Co., Superior
19 Court of California, County of Los
20 Angeles, Case No. BC 325201

21 Los Angeles County Waterworks District
22 No. 40 v. Diamond Farming Co., Superior
23 Court of California, County of Kern, Case
24 No. S-1500-CV-254348

25 Wm. Bolthouse Farms, Inc. v. City of
26 Lancaster, Diamond Farming Co. v. City of
27 Lancaster, Diamond Farming Co. v.
28 Palmdale Water District, Superior Court of
California, County of Riverside, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053

**STATUS CONFERENCE STATEMENT OF
CHARLES TAPIA, INDIVIDUALLY AND
AS TRUSTEE OF THE NELLIE TAPIA
FAMILY TRUST**

Date: June 15, 2015

Time: 1:30 p.m.

Place: Santa Clara County Superior Court
(via CourtCall)

21 Charles Tapia, individually and as Trustee of the Nellie Tapia Family Trust (hereinafter
22 “Tapia”), hereby respectfully submits his Status Conference Statement as follows:
23

24 Pursuant to a Court directed “Meet and Confer” that the Parties who are the liaisons for
25 the Settling Parties under the global Stipulation and Settlement that is currently being proposed to
26 the Court, a fairness hearing of which is set to be heard beginning on August 3, 2015
27 (“Stipulation”), on the one hand, and all non-settling parties, as well as parties who wish to be in
28 the settlement but have yet to be invited to do, on the other hand.

1 Such Meet and Confer duly occurred on May 11, 2015. Robert H. Brumfield, III, of
2 Brumfield & Hagan, LLP, on behalf of Tapia, telephonically appeared for the Meet and Confer.
3 At the Meet and Confer, Mr. Brumfield made a further request to be included in the Stipulation.

4 Although the settling parties did not make a final determination at the May 11 hearing, they
5 did represent that another liaison would be appointed to communicate directly to the parties yet in
6 the settlement, to further attempt inclusion.

7 Up to and including the current time, Tapia has never communicated any resistance to be
8 included in the Stipulation, and would not object to terms of the Stipulation. Tapia eagerly awaits
9 inclusion.

10 As a brief summary, Tapia only became involved in this case as of September 15, 2014, by
11 filing his Motion to Set Aside Default, which was granted. Tapia, through Brumfield & Hagan,
12 made repeated requests to be a part of the Stipulation, to no avail. Thereafter, on or about January
13 12, 2015, Tapia brought a Demand for Inclusion, asking the Court to make an allowance for
14 Tapia's inclusion in the Stipulation. The Court did not make an order directing inclusion, but
15 invited the parties to make arrangements on their own.

16 Tapia continued to make requests directly with the Settling Parties, but such were denied.
17 Following the Court's directive in suggesting that as many of the non-settling parties, and the
18 non-included parties, work together to be included in the Stipulation, the Meet and Confer
19 commenced. Progress is being made toward a resolution that includes Tapia.

20 Tapia will endeavor to be included, and only awaits final approval from the settling parties.

21 Dated: June 11, 2015

BRUMFIELD & HAGAN, LLP
A Limited Liability Partnership

22
23 By: 

24 Robert H. Brumfield, III
25 Attorneys for Charles Tapia and the Nellie
26 Tapia Family Trust
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