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**HOOSHPACK DEVELOPMENT, INC. and
RENAISSANCE PERINATAL MEDICAL GROUP
PROFESSIONAL CORPORATION (ROE 2335)**

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. BC325201

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. RIC 353 840,
RIC 344 436, RIC 344 668

Judicial Council Consolidation No. 4408

For filing purposes only:
Santa Clara County Case No. 1-05-CV-
0499053

Assigned to the Hon. Jack Komar

**CASE MANAGEMENT CONFERENCE
STATEMENT OF HOOSHPACK
DEVELOPMENT, INC. AND
RENAISSANCE PERINATAL MEDICAL
GROUP PROFESSIONAL
CORPORATION**

Date: December 23, 2015
Time: 10:00am
Place: Room 222, 111 N. Hill Street,
Los Angeles, California 90012

I.

INTRODUCTION

Hoospack Development, Inc. (“Hoospack”) and Renaissance Perinatal Medical Group Professional Corporation (“Renaissance Perinatal”) respectfully submit this Case Management Conference Statement for the Court’s consideration at the December 23, 2015, Case Management Conference in this matter. This Case Management Conference Statement is supported by the accompanying Declaration of Ardeshir Karimi (“Karimi Dec.”).

Hoospack and Renaissance Perinatal, which own properties in the groundwater basin that is the subject of this litigation, seek to have their rights fairly adjudicated. Owing to circumstances outside their control, Hoospack and Renaissance Perinatal have not been afforded an opportunity to participate in the pre-trial proceedings or in any of the several phases of trial in this comprehensive groundwater adjudication, which dates back more than a decade. In the case of Renaissance Perinatal, it was not named as a party until July 31, 2015, and not served until August 24, 2015. (*See* Karimi Dec., at ¶ 4; Documents 10271 and 10382.) In the case of Hoospack, it did not become aware of the pendency of this action as against Hoospack until after service was effected on Renaissance Perinatal. (*See* Karimi Dec., at ¶ 5.) Moreover, there are serious questions about the efficacy of service of the summons and complaint on Hoospack in this matter, as described in Mr. Karimi’s declaration. (*See id.*, at ¶¶ 6-8.) Ultimately, an answer was filed on behalf of both Hoospack and Renaissance Perinatal on September 28, 2015. (*See* Karimi Dec., ¶ 5; Document 10677.) But at that point, there was no meaningful opportunity for either Hoospack or Renaissance Perinatal to appear in this litigation, submit evidence in support of their positions, and effectively represent their interests.

The Court has previously allowed other late-served parties to have their claims trail the main litigation to afford them an opportunity to gather evidence necessary to support their claims. Specifically, on September 4, 2015, the Court considered an *ex parte* application of Hi-Grade Materials, Co., Robar Enterprises, Inc., and CJR to continue the Phase IV Trial. In ruling on the application, the Court “order[ed] that the matters that are late served will ‘trail’ the case while [the moving parties] gather their evidence of pumping and try to enter into the proposed

1 settlement.” (See Document 10398, at 2, item (3).) Hooshpack and Renaissance Perinatal seek a
2 similar opportunity to gather the necessary evidence¹ and, if possible and appropriate, enter into
3 a negotiated resolution of their claims. If the Court prefers, Hooshpack and Renaissance
4 Perinatal will prepare and serve an *ex parte* application or noticed motion to seek such relief.

5 We appreciate the procedural status of this long-standing litigation, and understand that
6 the Court is currently contemplating a physical solution that would effectively adjudicate the
7 groundwater pumping rights of interested parties. We respectfully submit, however, that fairness
8 requires that Hooshpack and Renaissance Perinatal be permitted an opportunity to have their
9 claims adjudicated, and that doing so will not unduly delay or impair the Court’s ability to
10 resolve this litigation.

11 II.

12 PROCEDURAL AND FACTUAL BACKGROUND

13 A. Renaissance Perinatal Medical Group Professional Corporation

14 1. Renaissance Perinatal was added to this litigation as “Roe” defendant 2335 by a
15 filing dated July 31, 2015. (See Document 10271.)

16 2. Renaissance Perinatal was served with the summons and complaint on or about
17 August 24, 2015. (See Document 10382.)

18 3. Renaissance Perinatal (jointly with Hooshpack) filed an answer on September 28,
19 2015, in which it identified three properties it owns in the Antelope Valley. (See Document
20 10677.)

21 B. Hooshpack Development, Inc.

22 1. According to a proof of service filed with the Court, Hooshpack was purportedly
23 served with the Amended Summons and First Amended Cross-Complaint of Public Water
24 Suppliers and associated documents on or about July 2, 2007. (See Document 3602.)

25 2. An amended request for entry of default as against Hooshpack (and others) was
26 filed on or about March 20, 2012. (See Document 4938.)

27 ¹ Hooshpack and Renaissance Perinatal have been diligently engaged in an effort to obtain the necessary
28 evidence. Their investigation into historic groundwater pumping is incomplete, however, and additional
time is required to gather evidence. (See Karimi Dec., ¶ 9.)

1 3. Default judgment was entered against Hooshpack (and others) on or about March
2 23, 2012. (*See* Document 6498.)

3 4. As evidenced in the accompanying declaration of Hooshpack's President,
4 Ardeshir Karimi, Hooshpack was unaware of the pendency of this action as against Hooshpack
5 until sometime after service was effected on Renaissance Perinatal in late August 2015. (*See*
6 Karimi Dec., ¶ 5.)

7 5. There are serious questions about the efficacy of service of the summons and
8 complaint on Hooshpack. For example, and as more specifically set forth in Mr. Karimi's
9 declaration, no one by the name listed on the proof of service resided at the address where the
10 documents were purportedly served. (*See id.*, ¶¶ 6-7.) Moreover, no one answering the physical
11 description provided on the proof of service resided at that address. (*See id.*) Mr. Karimi never
12 learned of the pendency of the lawsuit, either from his father (the prior President of Hooshpack
13 who resided at the address where the documents were purportedly served) or from a review of
14 the books and records of Hooshpack. (*See id.*, ¶ 8)

15 6. Promptly upon learning of its status as a party, Hooshpack filed an answer (jointly
16 with Renaissance Perinatal) on September 28, 2015, in which it identified sixteen properties it
17 owns in the Antelope Valley. (*See id.*, ¶ 5; Document 10677.) Those properties include a
18 farming property comprised of six parcels of land, on which an operational water well is located.
19 (*See id.*, ¶ 9.) That farming property has historically been cultivated for barley and alfalfa, and
20 groundwater has been pumped from the existing water well to irrigate such crops. (*See id.*)
21 Hooshpack's current best estimate of its historic groundwater pumping for this farming property
22 is approximately 3-4 acre-feet per year. (*See id.*)

23 **III.**


24 **REQUEST**

25 Hooshpack and Renaissance Perinatal respectfully request that no final action be taken
26 against them in this matter until such time as they have been afforded a full and fair opportunity
27 to gather evidence of groundwater pumping and present that evidence to the Court (or to reach an
28 acceptable negotiated resolution of their claims). If the Court directs, Hooshpack and

1 Renaissance Perinatal will proceed by way of *ex parte* application or noticed motion on any
2 schedule the Court may wish to set.

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4 Dated: December 22, 2015

HINSON GRAVELLE & ADAIR LLP

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8 K. Eric Adair
9 Attorneys for Defendant
10 **HOOSHPACK DEVELOPMENT, INC. and**
11 **RENAISSANCE PERINATAL MEDICAL**
12 **GROUP PROFESSIONAL CORPORATION**
13 **(ROE 2335)**
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On December 22, 2015, I served true copies of the following document(s) described as:

**CASE MANAGEMENT CONFERENCE STATEMENT OF HOOSHPACK
DEVELOPMENT, INC. AND RENAISSANCE PERINATAL MEDICAL GROUP
PROFESSIONAL CORPORATION**

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 that the foregoing is true and correct and that this declaration was executed on December 22, 2015.


K. Eric Adair