KELLEY DRYE & WARREN LLP
Michael J. O'Connor (State Bar No. 090017)
10100 Santa Monica Boulevard, 23rd Floor
Los Angeles, CA 90067-4008
Telephone: (310) 712-6100
moconnor@kelleydrye.com

KELLEY DRYE & WARREN LLP
Andrew W. Homer (State Bar No. 259852)
7825 Fay Avenue, Suite 200
La Jolla, CA 92037
Telephone: (858) 795-0426
ahomer@kelleydrye.com

Attorneys for Defendant
Long Valley Road, L.P.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Coordination Proceeding Special Title (Rule 1550(b))	Judicial Council Coordination Proceeding No. 4408
ANTELOPE VALLEY GROUNDWATER CASES	Santa Clara County Superior Court Case No. 1-05-CV-049053
	Los Angeles County Superior Court Case No. BC 325201
	Assigned to Honorable Jack Komar (Ret.) Department 17C
	LONG VALLEY ROAD, L.P.'S REPLY IN SUPPORT OF MOTION TO INTERVENE IN JUDGMENT
	Hearing Date: November 1, 2018 Time: 9:00 AM

I. INTRODUCTION AND SUMMARY OF ARGUMENT

Non-party LVRP files this single Reply in response to the separate Oppositions to LVRP's October 9, 2018 Motion for Leave to Intervene ("Motion," Dkt. 128157) filed by certain Stipulating Parties[1] on October 19, 2018 ("Stipulating Party Opposition," Dkt. 128159),[2] and by the Watermaster ("Watermaster Opposition," Dkt. 128160) and certain Public Water Suppliers ("Public Water Supplier Opposition," Dkt. 128163)[3] on October 20, 2018. LVRP does not oppose the Watermaster's related Request for Judicial Notice (Dkt. 128161), but additionally requests that the Court take judicial notice of the June 26, 2009 *Notice of Class Action for the "Small Pumper" Class Action* ("2009 Notice"), which was approved by the Court for use in the Small Pumper Class Action on March 13, 2009 (Dkt. 2524; *see also* Dkt. 2445 (form of notice)).[4]

The primary arguments included in the Watermaster and Stipulating Party Oppositions hinge on whether LVRP is a Party to the Judgment because it was erroneously named in the Small Pumper Class Action and provided related notices. However, each of the related notices sent to LVRP made clear that LVRP was not a member of the class, because the class has always been defined to include only those landowners that pumped less than twenty-five acre-feet of water from the Basin in any year from 1946 forward. The cases cited by the Watermaster and Stipulating Parties do not address the effect of a class notice that, on its face, includes information that would lead a recipient like LVRP to understand that it was unequivocally *not included in the class*. In fact, California cases make clear that the class definition included in such notices is at the heart of their sufficiency, and

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[1] Unless otherwise specified, all defined terms have the meaning set forth in the Judgment (Dkt. 11020).

[2] The Stipulating Parties that joined in this Opposition are: (1) Grimway Enterprises, Inc., (2) Diamond Farming Company, LLC; (3) Crystal Organic Farms, LLC; (4) Lapis Land Company, LLC; (5) Granite Construction Company; (6) Tejon Ranchcorp; (7) Bolthouse Properties LLC; (8) Bolthouse Farms, Inc.; (9) City of Los Angeles and Los Angeles World Airports; and (10) County Sanitation Districts of Los Angeles County Nos. 14 and 20.

[3] The Public Water Suppliers that joined in this Opposition are: (1) Los Angeles County Waterworks District No. 40; (2) City of Lancaster; (3) Rosamond Community Services District; (4) Littlerock Creek Irrigation District; (5) Palmdale Irrigation District; and (6) Quartz Hill Water District.

[4] A copy of the 2009 Notice is attached to the Watermaster's October 20, 2018 Notice of Errata (Dkt. 128165) as Exhibit B, and it is discussed in the Declaration of Jeffrey V. Dunn in support of the Watermaster Opposition (Dkt. 128160 at 17, ¶¶ 2, 3, and 3 [sic]), but it is not included in the Watermaster's Request for Judicial Notice.

appellate courts have overturned entire class action settlements where related notices included definitions that could lead potential members to improperly conclude they were not included.

The Watermaster, which itself did not believe LVRP was a member of the Small Pumper Class until after this dispute arose, also claims that allowing LVRP to intervene in the Judgment for purposes of requesting the Court to subsequently recognize, quantify, and prioritize LVRP's right to Produce Groundwater would "set a dangerous precedent" and "open the floodgates" to various categories of parties and non-parties that may seek to alter the Judgment. But LVRP's factual basis for intervention is narrow and specific, and granting LVRP's Motion based on the unique facts before the Court would neither fully establish LVRP's rights under the Judgment, nor in any way clear a path for others to follow unless they could prove the same type of specific facts. Indeed, and in keeping with the positions voiced by the Public Water Suppliers, LVRP itself expects that is would be required to put on evidence in support of its claimed Production Right in subsequent proceedings if it is allowed to intervene.[5]

The Stipulating Parties also argue that LVRP's Motion is procedurally improper because it does not include a complaint or answer in intervention, as may be required in certain circumstances under *Code of Civil Procedure* section 387(c). The Stipulating Parties ignore the primary basis for LVRP's Motion, which is Section 20.9 of the Judgment itself. Section 20.9 expressly creates an independent mechanism for non-parties to intervene. Ignoring the Court's express statement that the Physical Solution must provide flexibility to maximize beneficial use in the Basin, and the reality that LVRP's claim is based on highly specific facts, the Stipulating Parties apocalyptically claim that allowing a single grower a chance to claim and prove a Production Right that was not previously recognized would require re-litigating the entire Adjudication.[6] The Stipulating Parties also

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[5] The Watermaster and Public Water Suppliers take positions regarding the status LVRP should obtain and what procedures must be followed if LVRP is allowed to intervene, none of which LVRP strictly opposes. Dkt. 128161 at 13-14; Dkt. 128163 at 1If allowed to intervene, LVRP expects to be required to prove its Production Right, to pay any applicable Assessments, to comply with all other requirements of the Judgment, and to enjoy only those benefits of the Judgment that similarly situated parties do.

[6] Section 20.9 of the Judgment, titled "Need for Flexibility," is a foundational clause and makes clear that the Physical Solution may be changed over time without causing, as the stipulating parties exaggerate, "the litigation [to] start anew." Dkt. 128159 at 2; *see*, Judgment at Section 7.2 ("This Physical Solution must provide flexibility and adaptability to allow the Court to use existing

mischaracterize LVRP's Motion as an impermissible collateral attack on the Judgment challenging the Court's jurisdiction over LVRP, and make numerous "evidentiary objections" based on the fact that documents LVRP submitted, and even legal arguments LVRP made, are "not in the judgment roll." These again fail to address the fact that the Judgment expressly establishes a mechanism for non-parties to intervene, such that if the Court agrees that LVRP was improperly included in the Small Pumper Class, these arguments are moot.

II. ARGUMENT

A. Class Ascertainability is Critical to Sufficient Notice.

California Rule of Court Rule 3.766 sets the baseline for what class notices must include, but the rule's requirements have been clarified by appellate courts. The Watermaster cites cases addressing sufficiency of notices in terms of manner of delivery, but does not include cases that speak to sufficiency of content under Rule 3.766. Dkt. 128160 at 7-8. Review of a trial court's decisions on "manner of giving notice" is subject to an abuse of discretion standard, "but [appellate] review of the *content* of notice may be de novo." *Cho v. Seagate Technology Holdings, Inc.*, 144 Cal.App.4th 734, 745 (Ct. App. 2009) (original emphasis) (*citing Hypertouch, Inc. v. Superior Court*, 128 Cal.App.4th 1527, 1537 (Ct. App. 2005); *Wersheba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (Ct. App. 2001)). As noted by the Court of Appeal in *Cho*, "[t]he goal in defining the class is to use terminology that will convey sufficient meaning to enable persons hearing it to determine whether they are members of the class." *Id.* at 746. A problem with a class definition that makes it difficult for a noticed party to determine whether it will be bound by the action "goes to the heart of the question of class certification" and "in the absence of an ascertainable class, it is not possible to give adequate notice to class members or to determine after the litigation is concluded who is barred from re-litigating." *Id.* (*citing Global Minerals & Metals Corp. v. Superior Court*, 113 Cal.App.4th 836, 858 (Ct. App. 2003)) (internal quotations omitted).

Both the *Cho* and *Global Minerals* decisions reversed trial court decisions that relied on class definitions that made it difficult for parties to ascertain whether they were bound by

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and future technological, social, institutional, and economic options in order to maximize reasonable and beneficial water use in the Basin.").

proceedings in the related class actions. *Cho*, 144 Cal.App.4th at 747; *Global Minerals*, 113 Cal.App.4th at 860. In doing so, the *Cho* court held:

> We have no impression that there are large numbers of claimants who will come forward if the class notice and definition are corrected, but the problem with this notice creates more than a remote theoretical possibility that the claims of unsuspecting class members will be brushed aside.

144 Cal.App.4th at 747. In its analysis, the *Global Minerals* court stated:

> [Class] [a]scertainability …goes to the heart of the question of class certification, which requires a class definition that is precise, objective, and presently ascertainable. Otherwise, it is not is not possible to give adequate notice to class members or to determine after the litigation has concluded who is barred from relitigating.

113 Cal.App.4th at 858. The definition used in all notices to the Small Pumper Class was in fact *unambiguous*, and repeatedly and clearly told parties that pumped more than twenty-five acre feet – like LVRP did – that they were *not in the class*. But combined with inconsistent instructions on who should respond, the initial notice created ambiguity about whether clear non-members who received the notices were required to respond.

Only class members, as defined by the class definition, can be bound by a court's judgment in a class action. *See, e.g., Home Sav. & Loan Assn. v. Superior Court of Los Angeles County*, 42 Cal.App.3d 1006, 1011 (Ct. App. 1974) ("The critical reason for notification of members of the class on whose behalf a class action has been brought is that notification makes possible a binding adjudication and an enforceable judgment with respect to the rights of the members of the class.") (emphasis added); *Chance v. Superior Court of Los Angeles County*, 58 Cal.2d 275, 288-90 (judgment in a class action is *res judicata* as to only defined class members). As the Court is well aware, certain parties and their counsel – including Class Counsel to the small pumpers – were concerned about the possibility of confusion if the 2009 Notice was sent to recipients who clearly did not fit within the class definition, but others insisted that this would not cause a problem because "[t]he fact that hundreds of persons outside the Class definition may receive the [2009] Class Notice and fail to return the questionnaire indicating that they are not properly members of the Class does

not render them class members; they are simply notice recipients."[7] Indeed, two of the Stipulating Parties that oppose LVRP's Motion previously filed papers objecting to the 2009 Notice and predicted the very scenario that is at issue here. *See*, Dkt. 2798[8] at 2, ¶ 6 ("There is a lack of unity of interest and conflict of interest between parties included in the class which … could confuse a potential member of the class into taking action and/or failing to take action appropriate to his/her/its own circumstances."). This is precisely what occurred with LVRP, and the mere fact that someone sent LVRP class notices and LVRP did not opt out where each of those notices informed it of a definition it did not fit within – a class specifically intended to include only small domestic water users with rights adverse to agricultural users[9] – did not render LVRP a class member. Rather, as the Bolthouse parties that now oppose LVRP's Motion aptly recognized it would in 2008, it rendered LVRP a mere "notice recipient."

B. By Definition, LVRP is Not a Member of the Small Pumper Class.

As an initial matter, LVRP has never taken the position in its discussions with the Watermaster or in its Motion papers that it did not receive the 2009 Notice or any other notices sent to the Small Pumper Class. Rather, LVRP merely stated that it has no record of receiving such notices, and that even if it did, those notices were defective because they informed LVRP that it did not fit within the defined class. *See*, *e.g.*, Dkt. 128157 at 3, 7-8. In its Opposition and supporting papers, the Watermaster selectively quotes from various notices that were mailed to LVRP or

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[7] Dkt. 2804 at 2-3 (*AGWA's Objection to Proposed Order Approving Revised Class Notice for Small Pumper Class Action*) ("The Class is defined to include only those who pump less than twenty-five acre-feet per year, and the proposed Class Notice makes this clear. The fact that hundreds of persons outside the Class definition may receive the Class Notice and fail to return the questionnaire indicating that they are not properly members of the Class does not render them class members; they are simply notice recipients. … Nevertheless, counsel for the Small Pumper Class is sufficiently concerned that persons outside the Class definition may receive the Class Notice, that he has requested the Court appoint an expert to identify members of the Class with greater precision before the Class Notice is disseminated.") (emphasis added).

[8] *Bolthouse Properties, LLC's and Wm. Bolthouse Farms, Inc.'s Objection to [Proposed] Notice of Class Action for the "Small Pumper" Class Action.*

[9] *See*, *e.g.*, Dkt. 2525 at 5 (*Richard Wood's Renewed Motion For Appointment of Expert*) ("There is no dispute that the vast majority of the Small Pumper Class members are single family residential users."); Dkt. 2616 at 6 (*AGWA's Motion to Decertify Small Pumpers' Class*) ("In recent filings, the Small Pumper[] Class has indicated that it believes that the class comprises small domestic users of water. In fact, the Class' filings make clear that Class Counsel … believe[s] that the class' interests are adverse to those of agricultural water users in the Basin.").

summary notices that were published in local papers in 2009, 2013 and 2015. But as noted in LVRP's Motion, each of these notices included objective information that would lead a party in LVRP's situation to conclude that the notices did not apply to or bind it. As such, these notices all caused the precise problem that the Court of Appeals addressed when it overturned decisions based on class notices in the *Cho* and *Global Minerals* decisions cited above. Specifically, sending notices to significant agricultural pumpers like LVRP unquestionably "creat[ed] more than a remote theoretical possibility that the claims of unsuspecting class members will be brushed aside," because such recipients would read the definition and reasonably understand the notices to not apply. *Cho*, 144 Cal.App.4th at 747. Based on the class definition "it [was] not possible to give adequate notice to class members or to determine after the litigation has concluded who is barred from relitigating" without looking at the Judgment exhibit listing class members, something an unsuspecting notice recipient like LVRP would never have had reason to do (putting aside the fact that, by the time its name appeared buried in an exhibit to the Judgment, it would have been too later for LVRP to object or opt out). *Global Minerals*, 113 Cal.App.4th at 858.

Moreover, the notices included contradictory language that could have caused an unsuspecting notice recipient like LVRP to believe it need not respond. For example, with respect to the 2009 Notice, the Watermaster cites what it presumably thinks is the most compelling language regarding an opt-out requirement as: "[a]ll persons who receive this Notice should respond, so that the parties and the Court will know whether you are a class member or not." Dkt. 128160 at 5 (citing 2009 Notice) (emphasis added). Not only is this instruction permissive, using "should" rather than mandatory language such as "must," but it also clearly indicates that some recipients of the 2009 Notice may not be class members. The 2009 Notice states in its opening paragraph that recipients "may be a member of the Class" then "you have been designated as a possible class member," before stating "You are **NOT in the Class** if … [y]ou have pumped 25 acre-feet or more of groundwater … in any calendar year since 1946." 2009 Notice at 1-2 (emphasis in original).

While it is correct that the 2009 Notice goes on to state "[a]ll persons who receive this notice *should* respond," it also states in the same section that "Class Members should complete and return the attached response form." 2009 Notice at 2 (emphasis added). These two sentences are at odds

with one another, and at best leave ambiguity for a person who has already been told, in plain terms and with deliberate emphasis, "**you are NOT in the Class**" if you pumped more than the class limit at any time. The lawyers and parties who prepared and disseminated it and who focused on this litigation for years may find the 2009 Notice to be clear, but it is objectively reasonable that a recipient like LVRP would not. LVRP never so much as dipped a toe in groundwater litigation, in 2009 had only recently purchased its property, and knew only that it had pumped significantly more than the expressly stated class limit in each of the three years prior to the 2009 Notice, such that it was not a member of the Class, and therefore may not understand that a response was required.

The Watermaster cites to language in the *Notice of Partial Class Action Settlement for the "Small Pumper" Class Action* that was mailed to potential class members on or about November 6, 2013 ("2013 Notice," Dkt. 7678 at Ex. A) and the *Notice of Proposed Settlement for the "Small Pumper" Class Action and Settlement Hearing* that was mailed on or about April 3, 2015 ("2015 Notice," Dkt. 9968 at Ex. A) in support of its position that LVRP is a member of the Small Pumper Class, but these notices contain the same defects as the 2009 Notice for a party in LVRP's position. Specifically, *immediately after* stating "[y]ou were sent a Class Notice in 2009, and did not choose to opt out of the class at that time" the 2013 Notice states in clear terms:

> You are **not in the class** if you fall within one of the categories set forth below: A. You have pumped 25 acre-feet or more groundwater for use on that parcel in any calendar year since 1946.

Dkt. 7678 at Ex. A at ¶¶ 5-6 (emphasis added). There is no way that LVRP could read these provisions together to mean anything other than it was not in the class, even if it received the 2009 Notice. The 2015 Notice also states that the "Class comprises persons who are pumping or have pumped less than 25 acre-feet of groundwater during any year from 1946 to the present," Dkt. 9968 at Ex. A ¶ 2, then repeats this statement (with minor changes) again in the following paragraph, *id.* at ¶ 3. It then goes on to say "you are not required to do anything, unless you wish to object to the settlement," *id* at ¶ 5. By stating that property owners are not class members if they pumped more than the class limit in any year, the 2013 and 2015 Notices made it objectively impossible for LVRP to conclude that its critical water right would be stripped because it previously failed to "opt out" of a class it never belonged to.

The *Summary Notice of Pendency of Class Action* ("2009 Summary Notice") that was published in local newspapers in August 2009 did not include the twenty-five acre-foot limitation, but did point anyone who was interested to the 2009 Notice that did, and told landowners in clear terms that they were "**NOT in the class**" if they ever exceeded that pumping limit. *See*, Watermaster Notice of Errata, Dkt. 128165 at Ex. D. The *Summary Notice of Proposed Partial Class Action Settlement Wood v. Los Angeles County Waterworks Dist. No. 40* ("2013 Summary Notice") and *Summary Notice of Proposed Class Action Settlement in Wood v. Los Angeles County Water Works Dist. No. 40, et al.* ("2015 Summary Notice") that were published in local newspapers in November 2013 and April 2015, respectively, in each instance did state the twenty-five acre-foot class limit. Dkt. 7679 at Ex. 3; Dkt. 9969 at Ex. 1. There is simply no way that LVRP, which by November 2013 had pumped above the class limit for more than seven years and by April 2015 for nearly nine, could have concluded that the 2013 and 2015 Summary Notices applied to it or required action.

While LVRP does not have any record of receiving the various notices related to the Small Pumper Class, based on their content it would have been objectively reasonable for LVRP to determine that: it was not a member of the class, and therefore did not need to opt out or take any other action.

C. The Authorities Cited by the Opposition Parties Do Not Address Defective Content of Class Notices or Class Definitions.

The cases cited by the Watermaster and Stipulating Parties only support the general, uncontroversial proposition that a class member who declines to opt out may not do so after the deadline has passed merely because it is dissatisfied with the settlement terms class counsel achieved. *See, e.g., Officers for Justice v. Civil Service Comm'n of City and Cty. Of San Francisco*, 688 F.2d 615, 634-35 (9th Cir. 1982). While the Judgment, via the Small Pumper Class Action Settlement that it attaches and incorporates, does state that "[t]he Court has jurisdiction over all parties to the Settlement Agreement including Class members who did not timely opt out of the Settlement," Dkt. 11020 at Ex. C, p. 2 ¶ A, and "[a]ll members of the Class shall be subject to all the provisions of … this Judgment as entered by the Court," *id.* at p. 4 ¶ K, it also itself includes the same definition of the Small Pumper Class that was included in the 2009, 2013 and 2015 Notices,

id. at p. 3, ¶ F. LVRP's position is the same: It never fell within the class definition, so was never required to opt out of a class it did not belong to in the first place. LVRP is not, like the class representative that sought to opt out in *Officers for Justice* was, a participant in the litigation that was dissatisfied with the terms of a binding settlement class counsel achieved. It is also not a party that knowingly pumped water and sought to evade detection. On the contrary, since buying its property in 2006, LVRP has at all times maintained a large commercial nursery in plain view from one of the main thoroughfares in the South East Subarea of the Basin. Not surprisingly, in the Watermaster's own words, LVRP was contacted in July 2018 "[u]nder the mistaken assumption that LVRP was not a Small Pumper Class Member." Dkt. 128160 at 6.

The fact that the Watermaster, an entity that is born of and exists solely to implement the Judgment and Physical Solution, instinctively believed that a large commercial nursery could not be a member of the Small Pumper Class illustrates the objective reasonableness of such a conclusion. Indeed, Class Counsel stated in documents filed in the Adjudication that the intent of the class definition was to reach typical, similarly situated, small scale, *domestic* users of groundwater.[10] On the other hand, it is objectively *unreasonable* to assume that LVRP, like the class representative in *Officers for Justice*, was aware of, monitoring, and dissatisfied with the outcome in the Small Pumper Class Action, and as the Watermaster suggests "is requesting a second – or even third – opportunity to opt-out of the Small Pumper Class" because it is suddenly dissatisfied with the three acre-foot per parcel Small Pumper allocation. Dkt. 128160 at 9. Had LVRP understood that the water rights appurtenant to its property were being litigated and impacted via the Small Pumper Class Action, it would have participated. Indeed, the entire purpose of LVRP's significant investment in property was dependent upon a secure source of groundwater.

D. The Stipulating Parties' Procedural and Evidentiary Arguments Are Not Applicable and Otherwise Not Determinative.

The Stipulating Parties argue that LVRP's Motion should be denied because it does not attach a complaint or answer in intervention, as may be required under *Code of Civil Procedure*

[10] *See, supra*, n. 9.

section 387(c). Dkt. 128159 at 14. This argument is a red herring, and is not determinative because the primary basis of LVRP's Motion is Section 20.9 of the Judgment, titled "Intervention After Judgment," which expressly creates a mechanism for non-parties like LVRP to intervene. As discussed above, LVRP was never a member of the Small Pumper Class by definition. LVRP is in fact a "Person who is not a Party [to the Judgment] … and who proposes to Produce Groundwater from the Basin," satisfying the requirements of Section 20.9. If the Court should determine otherwise, and also that in this irregular situation (post-judgment intervention) a complaint or answer in intervention must be attached to a motion for leave to intervene, the Court could simply Order LVRP to file such a pleading as a condition of its intervention. But the purpose of this requirement appears to be to allow the parties to an action to understand the factual basis of the would-be intervener's involvement, all of which is described in LVRP's Motion papers.

The Stipulating Parties also argue that LVRP's Motion is an impermissible collateral attack on the Judgment and based on that characterization make certain "evidentiary objections" on the basis that a final judgment may not be challenged by collateral attack unless a jurisdictional defect appears on the judgment roll. Dkt. 128159 at 4-5, 5-13. As with the Stipulating Party's *Code of Civil Procedure* section 387(c) argument, these arguments are hinged on a determination of whether LVRP is presently a Party to the Judgment. If the Court determines that LVRP is not, these arguments are moot and the Judgment provides an express method for intervention and there is no colorable argument that invoking Section 20.9 is an impermissible collateral attack.

III. CONCLUSION

For the foregoing reasons, non-party Long Valley Road, L.P. respectfully requests that the Court grant its *Motion for Leave to Intervene in Judgment*.No

DATED: October 25, 2018

KELLEY DRYE & WARREN LLP
Michael J. O'Connor
Andrew W. Homer

Andrew W. Homer
Attorneys for Defendant
Long Valley Road, L.P.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 10100 Santa Monica Boulevard, Twenty-Third Floor, Los Angeles, California 90067-4008.

On October 25, 2018 I served true copies of the following document(s) described as:

- **LONG VALLEY ROAD, L.P.'S REPLY IN SUPPORT OF MOTION TO INTERVENE IN JUDGMENT**

on the interested parties in this action as by placing the true copy:

BY ANTELOPE VALLEY WATERMASTER'S ELECTRONIC DOCUMENT SERVICE: I uploaded the document(s) listed above to www.avwatermaster.org, for electronic service on counsel of record listed on the Electronic Service List for Case No. 1-05-CV-049053.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on October 25, 2018, at Los Angeles, California.

Wanda Taylor