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2
3 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
4 **COUNTY OF LOS ANGELES**
5

6 Coordination Proceeding
7 Special Title (Rule 1550(b))

Judicial Council Coordination Proceeding
No. 4408

8 **ANTELOPE VALLEY**
9 **GROUNDWATER CASES**

SC Case No. 105CV 049053
Assigned to Hon. Jack Komar

10 Included Actions:

11 Los Angeles County Waterworks District
12 No. 40 v. Diamond Farming Co.
13 Superior Court of California
14 County of Los Angeles, Case No. BC
15 325201

16 Los Angeles County Waterworks District
17 No. 40 v. Diamond Farming Co.
18 Superior Court of California, County of
19 Kern, Case No. S-1500-CV 254348

20 Wm. Bolthouse Farms, Inc. v. City of
21 Lancaster Diamond Farming Co. v. City of
22 Lancaster Diamond Farming Co. v. Palmdale
23 Water Dist. Superior Court of California,
24 County of Riverside, consolidated actions,
25 Case Nos. RIC 353840, RIC 344436, RIC
26 344668

**TRIAL STIPULATION FOR
ADMISSION OF EVIDENCE BY NON-
STIPULATING PARTIES AND
WAIVER OF PROCEDURAL AND
LEGAL OBJECTIONS TO CLAIMS BY
STIPULATING PARTIES PURSUANT
TO PARAGRAPH 5.1.10 OF THE
[PROPOSED] JUDGMENT AND
PHYSICAL SOLUTION**

DATE: September 28, 2015
TIME: 9:00 a.m.
DEPT.: 1

27 On March 4, 2015, the vast majority of the parties to this action filed a "Stipulation for
28 Entry of Judgment and Physical Solution" which included a stipulation and agreement to the
entry of the "[Proposed] Judgment and Physical Solution," which was amended by the filing on
March 25, 2015 of the "Amended Stipulation for Entry of Judgment and Physical Solution."
(The parties to the Amended Stipulation for Entry of Judgment and Physical Solution are
hereinafter referred to as the "Stipulating Parties").

Since March 25, 2015, a limited number of parties not signatory to the "Amended
Stipulation for Entry of Judgment and Physical Solution" have asserted claims to produce

1 groundwater from within the Jurisdictional Boundary of the Antelope Valley Groundwater
2 Adjudication Area ("Basin").

3 Specifically, Clan Keith Real Estate Investments, LLC, dba Leisure Lake Mobile Estates
4 are not parties to the "Amended Stipulation for Entry of Judgment and Physical Solution"
5 (hereinafter collectively "Non-Stipulating Parties".) The Stipulating Parties and Non-Stipulating
6 Parties enter into this Stipulation to resolve as among themselves potential disputes regarding a)
7 the amount of the Production Right to be decreed to the Non-Stipulating Parties and b) the
8 evidence such Parties will produce at trial in support of their claimed Production Right. To avoid
9 litigation among the Parties hereto, the Stipulating Parties and Non-Stipulating Parties agree as
10 follows:

11 1. The Stipulating Parties stipulate and agree to the admission into evidence of
12 certain trial exhibits (Trial Exhibit List attached hereto) prepared by Non-Stipulating Parties.
13 The trial exhibits shall be presented to the Court by the Non-Stipulating Parties in support of
14 their respective claimed Production Rights in the amount described in Paragraph 4(a) of this
15 Stipulation in accordance with the [Proposed] Judgment and Physical Solution.

16 2. Non-Stipulating Parties stipulate and agree to request approval from the Court of
17 the [Proposed] Judgment and Physical Solution and to inform the Court that they agree to abide
18 with all the terms of the Amended Stipulation for Entry of Judgment and Physical Solution.

19 3. The Stipulating Parties agree to waive their procedural and legal objections to the
20 claims of Non-Stipulating Parties to produce groundwater from the Basin to the extent provided
21 in this Stipulation.

22 4. The Stipulating Parties agree to assert no objection to Non-Stipulating Parties
23 claiming and being decreed the right to produce groundwater under Paragraph 5.1.10 of the
24 [Proposed] Judgment and Physical Solution in the following amount:

25 a. Clan Keith Real Estate Investments, LLC, dba Leisure Lake Mobile Estates --
26 64 acre-feet per year.

27 5. The Parties hereto stipulate and agree that the Production Right stated in
28 Paragraph 4 above, will be accounted for as part of the Paragraph 5.1.10 seven percent (7%) in

1 the [Proposed] Judgment and Physical Solution and will not be entered on or calculated as part of
2 either Exhibit 3 or 4, unless ordered otherwise pursuant to Paragraphs 5.1.10 and 18.5.9.
3 Further, the Parties stipulate and agree that this Stipulation will not require any amendment to
4 either the Amended Stipulation for Entry of Judgment or the [Proposed] Judgment and Physical
5 Solution, including Exhibits 1-10, unless ordered otherwise pursuant to Paragraphs 5.1.10 and
6 18.5.9.

7 6. In accordance with the [Proposed] Judgment and Physical Solution and this
8 Stipulation, Non-Stipulating Parties will be entitled to produce groundwater from the Basing
9 provided, Non-Stipulating Parties acknowledge and agree that Non-Stipulating Parties shall have
10 no right to transfer their Production Right separate from the overlying property (Paragraph 16),
11 or to carryover their Production Right (Paragraph 15) under the [Proposed] Judgment and
12 Physical Solution; provided however, nothing shall prevent Non-Stipulating Parties from
13 transferring their Production Right to a Public Water Supplier which agrees to provide water
14 service to such water user.

15 7. Non-Stipulating Parties shall not join or support the unresolved claims or
16 objections to the [Proposed] Judgment and Physical Solution asserted by any other party to this
17 proceeding.

18 8. In the event the trial court or an appellate court rejects this Stipulation, the
19 Amended Stipulation for Entry of Judgment and Physical Solution, and/or the [Proposed]
20 Judgment and Physical Solution, this Stipulation and all other terms of settlement between the
21 Stipulating Parties and Non-Stipulating Parties are *void ab initio*.

22 9. This Stipulation may be signed by the Parties in counterparts which shall be filed
23 with the Court.

24 **NON-STIPULATING PARTIES**

25
26 Clan Keith Real Estate Investments, LLC, dba Leisure Lake Mobile Estates

27 By: Charles m Keith

1 **SIGNATURE PAGE FOR TRIAL STIPULATION FOR ADMISSION OF EVIDENCE**
2 **BY NON-STIPULATING PARTIES**

3 The undersigned hereby signify their agreement to the Trial Stipulation for Admission of
4 Evidence by Non-Stipulating Parties and Waiver of Procedural and Legal Obligations to Claims by
5 Stipulating Parties Pursuant to Paragraph 5.1.10 of the [Proposed] Judgment and Physical Solution
6 between: Clan Keith Real Estate Investments, LLC, dba Leisure Lake Mobile Estates.

7
8 Dated: 9-22, 2015

BRUNICK, McELHANEY & KENNEDY PLC

9
10 By:  

William J. Brunick
Leland P. McElhaney
Attorneys for ANTELOPE VALLEY-EAST
KERN WATER AGENCY

11
12
13 Dated: 9-23, 2015

BROWNSTEIN, HYATT, FARBER & SCHREK

14
15 By: 

Michael Fife
Attorneys for ANTELOPE VALLEY
GROUNDWATER AGREEMENT
ASSOCIATION

16
17
18 Dated: _____, 2015

GRESHAM, SAVAGE, NOLAN & TILDEN

19
20 By: _____

Michael Duane Davis
Attorneys for ANTELOPE VALLEY UNITED
MUTUAL GROUP

21
22
23 Dated: _____, 2015

CLIFFORD & BROWN

24
25 By: _____

Richard G. Zimmer
Attorneys for BOLTHOUSE PROPERTIES, LLC
and WM. BOLTHOUSE FARMS, INC.

1 Dated: _____, 2015

McMURTREY, HARTSOCK & WORTH

2 By: _____
3 James Worth
4 Attorneys for BORON COMMUNITY
5 SERVICES DISTRICT

6 Dated: 9/24, 2015

CALIFORNIA WATER SERVICE

7 By: John S. Tootle
8 John Tootle
9 Attorneys for CALIFORNIA WATER
10 SERVICE

11 Dated: _____, 2015

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

12 By: _____
13 Janet Goldsmith
14 Attorneys for CITY OF LOS ANGELES

15 Dated: _____, 2015

RICHARDS, WATSON & GERSHON

16 By: _____
17 James Markman
18 Attorneys for CITY OF PALMDALE

19 Dated: _____, 2015

ELLISON, SCHNEIDER & HARRIS

20 By: _____
21 Christopher Sanders
22 Attorneys for COUNTY SANITATION
23 DISTRICTS OF LOS ANGELES COUNTY
24 NOS. 14 AND 20

25 Dated: _____, 2015

LeBEAU-THELEN

26 By: _____
27 Bob Joyce
28 Attorneys for DIAMOND FARMING,
GRIMMWAY ENTERPRISES, INC.,
CRYSTAL ORGANIC FARMS and LAPIS
LAND CO.

1 Dated: _____, 2015

McMURTREY, HARTSOCK & WORTH

2
3 By: _____
4 James Worth
Attorneys for BORON COMMUNITY
SERVICES DISTRICT

5 Dated: _____, 2015

CALIFORNIA WATER SERVICE

6
7 By: _____
8 John Tootle
Attorneys for CALIFORNIA WATER
9 SERVICE

10 Dated: _____, 2015

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

11
12 By: _____
13 Janet Goldsmith
Attorneys for CITY OF LOS ANGELES

14 Dated: _____, 2015

RICHARDS, WATSON & GERSHON

15
16 By: _____
17 James Markman
Attorneys for CITY OF PALMDALE

18 Dated: Sept. 22, 2015

ELLISON, SCHNEIDER & HARRIS

19
20 By: Christopher M. Sanders
21 Christopher Sanders
22 Attorneys for COUNTY SANITATION
DISTRICTS OF LOS ANGELES COUNTY
NOS. 14 AND 20

23 Dated: _____, 2015

LeBEAU-THELEN

24
25 By: _____
26 Bob Joyce
27 Attorneys for DIAMOND FARMING,
GRIMMWAY ENTERPRISES, INC.,
28 CRYSTAL ORGANIC FARMS and LAPIS
LAND CO.

1 Dated: _____, 2015

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4 James Worth
5 Attorneys for BORON COMMUNITY
6 SERVICES DISTRICT

7 Dated: _____, 2015

CALIFORNIA WATER SERVICE

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9 John Tootle
10 Attorneys for CALIFORNIA WATER
11 SERVICE

12 Dated: _____, 2015

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

13 By: _____
14 Janet Goldsmith
15 Attorneys for CITY OF LOS ANGELES

16 Dated: _____, 2015

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17 By: _____
18 James Markman
19 Attorneys for CITY OF PALMDALE


20 Dated: _____, 2015

ELLISON, SCHNEIDER & HARRIS

21 By: _____
22 Christopher Sanders
23 Attorneys for COUNTY SANITATION
24 DISTRICTS OF LOS ANGELES COUNTY
25 NOS. 14 AND 20

26 Dated: Sept 24, 2015

LeBEAU-THELEN

27 By: 
28 Bob Joyce
Attorneys for DIAMOND FARMING,
GRIMMWAY ENTERPRISES, INC.,
CRYSTAL ORGANIC FARMS and LAPIS
LAND CO.

1 The undersigned is hereby executing the Trial Stipulation between the Stipulating Parties
2 and the following Non-Stipulating Party: Clan Keith Real Estate Investments, LLC, dba Leisure
3 Lake Mobile Estates".
4

5 Party: City of Los Angeles, by its
6 Department of Airports
7 (Los Angeles World Airports ("LAWA"))

8 By: Janet K. Goldsmith Date: 18 Sept., 2015
9 Janet K. Goldsmith
10 Kronick, Moskovitz, Tiedemann & Girard, P.C.

11 Its: Attorney of Record
12
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27
28

1 Dated: 9/23, 2015

BEST, BEST & KRIEGER

2 By: Jeffrey Dunn
3 Jeffrey Dunn
4 Attorneys for LOS ANGELES COUNTY
5 WATERWORKS DISTRICT NO. 40

6 Dated: _____, 2015

LEMIEUX & O'NEILL

7 By: _____
8 Wayne Lemieux
9 Attorneys for PALM RANCH IRRIGATION
10 DISTRICT, LITTLEROCK CREEK
11 IRRIGATION DISTRICT, NORTH
12 EDWARDS WATER DISTRICT, DESERT
13 LAKE COMMUNITY SERVICES DISTRICT,
14 LLANO DEL RIO WATER COMPANY,
15 LLANO MUTUAL WATER COMPANY, BIG
16 ROCK MUTUAL WATER COMPANY

17 Dated: _____, 2015

LAGERLOF, SENECA, GOSNEY & KRUSE

18 By: _____
19 Thomas Bunn, III
20 Attorneys for PALMDALE WATER DISTRICT

21 Dated: _____, 2015

CHARLTON WEEKS

22 By: _____
23 Bradley Weeks
24 Attorneys for QUARTZ HILL WATER DISTRICT

25 Dated: _____, 2015

MURPHY & EVERTZ

26 By: _____
27 Douglas Evertz
28 Attorneys for ROSAMOND COMMUNITY
SERVICES DISTRICT and CITY OF
LANCASTER

1 Dated: _____, 2015

BEST, BEST & KRIEGER

2
3 By: _____
4 Jeffrey Dunn
Attorneys for LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40

5 Dated: _____, 2015

LEMIEUX & O'NEILL

6
7 By: _____
8 Wayne Lemieux
9 Attorneys for PALM RANCH IRRIGATION
DISTRICT, LITTLEROCK CREEK
10 IRRIGATION DISTRICT, NORTH
EDWARDS WATER DISTRICT, DESERT
11 LAKE COMMUNITY SERVICES DISTRICT,
LLANO DEL RIO WATER COMPANY,
12 LLANO MUTUAL WATER COMPANY, BIG
ROCK MUTUAL WATER COMPANY

13 Dated: 22 September, 2015

LAGERLOF, SENECA, GOSNEY & KRUSE

14
15 By: Thomas D. Bunn III
16 Thomas Bunn, III
Attorneys for PALMDALE WATER DISTRICT

17 Dated: _____, 2015

CHARLTON WEEKS

18
19 By: _____
20 Bradley Weeks
Attorneys for QUARTZ HILL WATER DISTRICT

21 Dated: _____, 2015

MURPHY & EVERTZ

22
23 By: _____
24 Douglas Evertz
25 Attorneys for ROSAMOND COMMUNITY
SERVICES DSITRICT and CITY OF
26 LANCASTER

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Dated: _____, 2015

BEST, BEST & KRIEGER

By: _____
Jeffrey Dunn
Attorneys for LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40

Dated: _____, 2015

LEMIEUX & O'NEILL

By: _____
Wayne Lemieux
Attorneys for PALM RANCH IRRIGATION
DISTRICT, LITTLE ROCK CREEK
IRRIGATION DISTRICT, NORTH
EDWARDS WATER DISTRICT, DESERT
LAKE COMMUNITY SERVICES DISTRICT,
LLANO DEL RIO WATER COMPANY,
LLANO MUTUAL WATER COMPANY, BIG
ROCK MUTUAL WATER COMPANY

Dated: _____, 2015

LAGERLOF, SENECA, GOSNEY & KRUSE

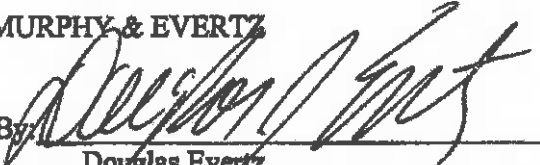
By: _____
Thomas Bunn, III
Attorneys for PALMDALE WATER DISTRICT

Dated: _____, 2015

CHARLTON WEEKS

By: _____
Bradley Weeks
Attorneys for QUARTZ HILL WATER DISTRICT

Dated: 9-23, 2015

MURPHY & EVERTZ
By: 
Douglas Evertz
Attorneys for ROSAMOND COMMUNITY
SERVICES DISTRICT and CITY OF
LANCASTER

1 NON-STIPULATING PARTIES

2 Goodyork Corporation, a California corporation and Lancaster Summit Properties, Ltd.,
3 dba Leisure Lake Mobile Estates

4 By: _____

5
6 By: Sally Hays on Behalf of the
General Partners of
Lancaster Summit Properties Ltd.
7
8

9 STIPULATING PARTIES

10 Michael Duane Davis
11
12

13 By: _____
Michael Duane Davis, Attorney for Adams Bennett
14 Investments, LLC; Antelope Park Mutual Water Co.; Aqua-
J Mutual Water Co.; Averydale Mutual Water Co.; Baxter
15 Mutual Water Co.; Bleich Flat Mutual Water Co.; Colorado
Mutual Water Co.; Eldorado Mutual Water Co.; Evergreen
16 Mutual Water Co.; Landale Mutual Water Co.; Miracle
Improvement Corporation dba Golden Sands Mobile Home
17 Park aka Golden Sands Trailer Park [Roe 1121]; Saint
Andrew's Abbey, Inc. [Roe 623]; Service Rock Products,
18 L.P.; Shadow Acres Mutual Water Co.; Sheep Creek Water
Company; Sundale Mutual Water Co.; Tierra Bonita Mutual
19 Water Co.; West Side Park Mutual Water Co; and White
Fence Farms Mutual Water Co.
20
21
22
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28

1 Dated: 9/22, 2015

OFFICE OF THE ATTORNEY GENERAL
STATE OF CALIFORNIA

2
3 By: 

Noah Golden-Krasner
Attorneys for STATE OF CALIFORNIA,
SANTA MONICA MOUNTAINS
CONSERVANCY, 50TH DISTRICT
AGRICULTURAL ASSOCIATION

4
5
6
7 Dated: _____, 2015

KUHS & PARKER

8
9 By: _____

Robert Kuhs
Attorneys for TEJON RANCHCORP, TEJON
RANCH COMPANY and GRANITE
CONSTRUCTION COMPANY

10
11
12 Dated: _____, 2015

MORRISON & FOERSTER

13
14 By: _____

William Sloan
Attorneys for U.S.BORAX, INC.

15
16 Dated: _____, 2015

UNITED STATES DEPARTMENT OF JUSTICE
ENRD/NRS

17
18
19 By: _____

James DuBois
Attorneys for UNITED STATES
DEPARTMENT OF JUSTICE

20
21 Dated: _____, 2015

YOUNG - WOOLRIDGE

22
23 By: _____

Scott Kuney
Attorneys for CRAIG VAN DAM

24
25 Dated: _____, 2015

LAW OFFICES OF MICHAEL D. McLACHLAN

26
27 By: _____

Michael D. McLachlan
Attorneys for RICHARD WOOD

1 Dated: _____, 2015

OFFICE OF THE ATTORNEY GENERAL
STATE OF CALIFORNIA

2
3 By: _____

Noah Golden-Krasner
Attorneys for STATE OF CALIFORNIA,
SANTA MONICA MOUNTAINS
CONSERVANCY, 50TH DISTRICT
AGRICULTURAL ASSOCIATION

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7 Dated: 9-22, 2015

KUHS & PARKER

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26
27 By: _____

Michael D. McLachlan
Attorneys for RICHARD WOOD

1 Dated: _____, 2015

OFFICE OF THE ATTORNEY GENERAL
STATE OF CALIFORNIA

2
3 By: _____
4 Noah Golden-Krasner
5 Attorneys for STATE OF CALIFORNIA,
6 SANTA MONICA MOUNTAINS
CONSERVANCY, 50TH DISTRICT
AGRICULTURAL ASSOCIATION

7 Dated: _____, 2015

KUHS & PARKER

8
9 By: _____
10 Robert Kuhs
11 Attorneys for TEJON RANCHCORP, TEJON
RANCH COMPANY and GRANITE
CONSTRUCTION COMPANY


12 Dated: _____, 2015

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14 By: _____
15 William Sloan
Attorneys for U.S.BORAX, INC.

16 Dated: 9/24, 2015

UNITED STATES DEPARTMENT OF JUSTICE
ENRD/NRS

17
18 By: 
19 James DuBois
20 Attorneys for UNITED STATES
DEPARTMENT OF JUSTICE

21 Dated: _____, 2015

YOUNG - WOOLRIDGE

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23 By: _____
24 Scott Kuney
Attorneys for CRAIG VAN DAM

25 Dated: _____, 2015

LAW OFFICES OF MICHAEL D. McLACHLAN

26
27 By: _____
28 Michael D. McLachlan
Attorneys for RICHARD WOOD

1 Dated: _____, 2015

OFFICE OF THE ATTORNEY GENERAL
STATE OF CALIFORNIA

2
3 By: _____
4 Noah Golden-Krasner
5 Attorneys for STATE OF CALIFORNIA,
6 SANTA MONICA MOUNTAINS
7 CONSERVANCY, 50TH DISTRICT
8 AGRICULTURAL ASSOCIATION

9 Dated: _____, 2015

KUHS & PARKER

10 By: _____
11 Robert Kuhs
12 Attorneys for TEJON RANCHCORP, TEJON
13 RANCH COMPANY and GRANITE
14 CONSTRUCTION COMPANY

15 Dated: _____, 2015

MORRISON & FOERSTER

16 By: _____
17 William Sloan
18 Attorneys for U.S.BORAX, INC.

19 Dated: _____, 2015

UNITED STATES DEPARTMENT OF JUSTICE
ENRD/NRS

20 By: _____
21 James DuBois
22 Attorneys for UNITED STATES
23 DEPARTMENT OF JUSTICE

24 Dated: 9/22, 2015

YOUNG - WOOLRIDGE

25 By: Scott Kuney
26 Scott Kuney
27 Attorneys for WDS California II

28 Dated: _____, 2015

LAW OFFICES OF MICHAEL D. McLACHLAN

By: _____
Michael D. McLachlan
Attorneys for RICHARD WOOD

1 PROOF OF SERVICE

2 **STATE OF CALIFORNIA }
3 COUNTY OF SAN BERNARDINO }**

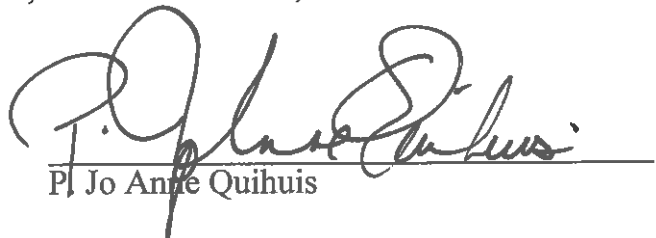
4 I am employed in the County of the San Bernardino, State of California. I am over
5 the age of 18 and not a party to the within action; my business address is 1839 Commercenter
West, San Bernardino, California.

6 On September 24, 2015, I served the foregoing document(s) described as: **TRIAL
7 STIPULATION FOR ADMISSION OF EVIDENCE BY NON-STIPULATING
8 PARTIES AND WAIVER OF PROCEDURAL AND LEGAL OBLIGATIONS TO
CLAIMS BY STIPULATING PARTIES PURSUANT TO PARAGRAPH 5.1.10 OF
THE [PROPOSED] JUDGMENT AND PHYSICAL SOLUTION (Clan Keith Real
Estate Investments, LLC, dba Leisure Lake Mobile Estates)** on the interested parties in
9 this action served in the following manner:

10 XX **BY ELECTRONIC SERVICE AS FOLLOWS** by **POSTING** the document(s)
11 listed above to the Santa Clara website in the action of the *Antelope Valley Groundwater
Litigation*, Judicial Council Coordination Proceeding No. 4408, Santa Clara Case No.
12 1-05-CV-049053.

13 X (STATE) I declare under penalty of perjury under the laws of the State of California
14 that the above is true and correct.

15 Executed on September 24, 2015, at San Bernardino, California.

16 
17
18 P/ Jo Anne Quihuis
19
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