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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))

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

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

Judicial Council Coordination Proceeding  
No. 4408

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

**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, Desert Breeze MHP, LLC, Milana VII, LLC dba Rosamond Mobile Home  
4 Park, Reesdale Mutual Water Company, and Juanita Eyherabide, Eyherabide Land Co., LLC, and  
5 The Eyherabide Sheep Company (jointly "Eyherabide") are not parties to the "Amended  
6 Stipulation for Entry of Judgment and Physical Solution" (hereinafter "Non-Stipulating Parties").

7 The Stipulating Parties and the above-listed Non-Stipulating Parties enter into this Stipulation to  
8 resolve as among themselves potential disputes regarding a) the amount of the Production Right  
9 to be decreed to each of the Non-Stipulating Parties and b) the evidence such Parties will produce  
10 at trial in support of their claimed Production Right. To avoid litigation among the Parties hereto,  
11 the Stipulating Parties and the above-listed Non-Stipulating Parties agree as follows:

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

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

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

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

- 26 a. Desert Breeze MHP, LLC – 18.1 acre-feet per year.  
27 b. Milana VII, LLC dba Rosamond Mobile Home Park – 21.7 acre-feet per year.  
28 c. Reesdale Mutual Water Company – 23 acre-feet per year.

1 d. Eyherabide -- 12 acre-feet per year.

2 5. The Parties hereto stipulate and agree that the Production Rights stated in Paragraph  
3 4 above, will be accounted for as part of the Paragraph 5.1.10 seven percent (7%) in the [Proposed]  
4 Judgment and Physical Solution and will not be entered on or calculated as part of either Exhibit  
5 3 or 4, unless ordered otherwise pursuant to Paragraphs 5.1.10 and 18.5.9. Further, the Parties  
6 stipulate and agree that this Stipulation will not require any amendment to either the Amended  
7 Stipulation for Entry of Judgment or the [Proposed] Judgment and Physical Solution, including  
8 Exhibits 1-10, unless ordered otherwise pursuant to Paragraphs 5.1.10 and 18.5.9.

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

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

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

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

26 ////

27 ////

28

1 NON-STIPULATING PARTIES

2  
3 Desert Breeds MHP, LLC

4 By:   
5

6 Milana V.R. LLC dba Rosamond Mobile Home Park

7  
8 By: \_\_\_\_\_  
9

10 Rosedale Mutual Water Company

11  
12 By: \_\_\_\_\_  
13

14 Ryherabide

15  
16 By: \_\_\_\_\_  
17

18 For J. J. Ryherabide, Ryherabide Land Co., LLC,  
19 The Ryherabide Sheep Company

20 STIPULATING PARTIES

21  
22 By: \_\_\_\_\_  
23  
24  
25  
26  
27  
28

1 NON-STIPULATING PARTIES

2  
3 Desert Breeze MHP, LLC

4  
5 By: \_\_\_\_\_

6 Milana VII, LLC dba Rosamond Mobile Home Park

7  
8 By:  \_\_\_\_\_

9  
10 Reesdale Mutual Water Company

11  
12 By: \_\_\_\_\_

13 Eyherabide

14  
15 By: \_\_\_\_\_  
16 For Juanita Eyherabide, Eyherabide Land Co., LLC,  
17 The Eyherabide Sheep Company

18  
19  
20 STIPULATING PARTIES

21  
22 By: \_\_\_\_\_

1 NON-STIPULATING PARTIES

2  
3 Desert Breeze MHP, LLC

4  
5 By: \_\_\_\_\_

6 Milana VII, LLC dba Rosamond Mobile Home Park

7  
8 By: \_\_\_\_\_

9  
10 Reesdale Mutual Water Company

11 *Donna G. Hays* *via President* *8-3-2015*  
12 By: *Patricia J. Hays* *Secretary/Treasurer*  
13 *Phil R. Hays* *President*  
14 Eyherabide

15  
16 By: \_\_\_\_\_  
17 For Juanita Eyherabide, Eyherabide Land Co., LLC,  
18 The Eyherabide Sheep Company

19  
20 STIPULATING PARTIES

21 By: *Scott K. Krey*  
22 LAW OFFICE OF YOUNG WOOLDRIDGE LLP  
23 ON BEHALF OF WDS CALIFORNIA II

1 NON-STIPULATING PARTIES

2  
3 Desert Breeze MHP, LLC

4  
5 By: \_\_\_\_\_

6 Milana VII, LLC dba Rosamond Mobile Home Park

7  
8 By: \_\_\_\_\_

9  
10 Reesdale Mutual Water Company

11  
12 By: \_\_\_\_\_

13 Eyherabide

14  
15 By: Juanita Eyherabide 8-17-15  
16 For Juanita Eyherabide, Eyherabide Land Co., LLC,  
17 The Eyherabide Sheep Company  
18  
19

20 STIPULATING PARTIES

21  
22 By: \_\_\_\_\_  
23  
24  
25  
26  
27  
28

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: (1) Desert Breeze MHP, LLC; (2) Milana VII, LLC, dba Rosamond Mobile Home Park;  
7 (3) Reesedale Mutual Water Company; (4) Juanita Eyherabide, Eyherabide Land Co., LLC, and the  
8 The Eyherabide Sheep Company.

9  
10 Dated: 9-22, 2015

BRUNICK, McELHANEY & KENNEDY PLC

11 By: William J. Brunick  
12 William J. Brunick  
13 Leland P. McElhaney  
14 Attorneys for ANTELOPE VALLEY-EAST  
KERN WATER AGENCY

15 Dated: 9-23, 2015

BROWNSTEIN, HYATT, FARBER & SCHREK

16 By: Michael Fife  
17 Michael Fife  
18 Attorneys for ANTELOPE VALLEY  
19 GROUNDWATER AGREEMENT  
ASSOCIATION

20 Dated: \_\_\_\_\_, 2015

GRESHAM, SAVAGE, NOLAN & TILDEN

21 By: \_\_\_\_\_  
22 Michael Duane Davis  
23 Attorneys for ANTELOPE VALLEY UNITED  
24 MUTUAL GROUP

25 Dated: \_\_\_\_\_, 2015

CLIFFORD & BROWN

26 By: \_\_\_\_\_  
27 Richard G. Zimmer  
28 Attorneys for BOLTHOUSE PROPERTIES, LLC  
and WM. BOLTHOUSE FARMS, INC.



1 SIGNATURE PAGE FOR TRIAL STIPULATION FOR ADMISSION OF EVIDENCE BY

2 NON STIPULATING PARTIES

3  
4 The undersigned is hereby executing the Trial Stipulation between the Stipulating Parties,  
5 and the following Non-Stipulating Parties: (1) Desert Breeze MHP, LLC; (2) Milana VII, LLC,  
6 dba Rosamond Mobile Home Park; (3) Reesedale Mutual Water Company; and (4) Juanita  
7 Eyherabide, Eyherabide Land Co., LLC, The Eyherabide Sheep Company;

8  
9 Party: City of Los Angeles, by its  
10 Department of Airports  
(Los Angeles World Airports ("LAWA"))

11  
12 By: Janet K. Goldsmith Date: 18 Sept. 2015  
13 Janet K. Goldsmith,  
Kronick, Moskovitz, Tiedemann & Girard, P.C.

14 Its: Attorney of Record  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

LeBBAU-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 By: \_\_\_\_\_  
3 James Worth  
4 Attorneys for BORON COMMUNITY  
5 SERVICES DISTRICT

6 Dated: \_\_\_\_\_, 2015

CALIFORNIA WATER SERVICE

7 By: \_\_\_\_\_  
8 John Tootle  
9 Attorneys for CALIFORNIA WATER  
10 SERVICE

11 Dated: \_\_\_\_\_, 2015

KRONICK, MOSKOVITZ, TIEDEMAN & 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: Sept. 22, 2015

ELLISON, SCHNEIDER & HARRIS

20 By: Christopher M. Sanders  
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  
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GRIMMWAY ENTERPRISES, INC.,  
CRYSTAL ORGANIC FARMS and LAPIS  
LAND CO.

1 Dated: \_\_\_\_\_, 2015

McMURTREY, HARTSOCK & WORTH

2  
3 By: \_\_\_\_\_  
4 James Worth  
5 Attorneys for BORON COMMUNITY  
6 SERVICES DISTRICT

7 Dated: \_\_\_\_\_, 2015

CALIFORNIA WATER SERVICE

8 By: \_\_\_\_\_  
9 John Tootle  
10 Attorneys for CALIFORNIA WATER  
11 SERVICE

12 Dated: \_\_\_\_\_, 2015

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

16 Dated: \_\_\_\_\_, 2015

RICHARDS, WATSON & GERSHON

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

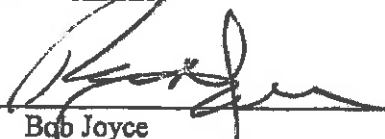
20 Dated: \_\_\_\_\_, 2015

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 Dated: 9/23, 2015

BEST, BEST & KRIEGER

2 By: Jeffrey Dunn

3 Jeffrey Dunn  
4 Attorneys for LOS ANGELES COUNTY  
WATERWORKS DISTRICT NO. 40

5 Dated: \_\_\_\_\_, 2015

LEMIEUX & O'NEILL

6 By: \_\_\_\_\_

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

13 Dated: \_\_\_\_\_, 2015

LAGERLOF, SENECA, GOSNEY & KRUSE

14 By: \_\_\_\_\_

15 Thomas Bunn, III  
16 Attorneys for PALMDALE WATER DISTRICT

17 Dated: \_\_\_\_\_, 2015

CHARLTON WEEKS

18 By: \_\_\_\_\_

19 Bradley Weeks  
20 Attorneys for QUARTZ HILL WATER DISTRICT

21 Dated: \_\_\_\_\_, 2015

MURPHY & EVERTZ

22 By: \_\_\_\_\_

23 Douglas Evertz  
24 Attorneys for ROSAMOND COMMUNITY  
25 SERVICES DISTRICT and CITY OF  
26 LANCASTER

1 Dated: \_\_\_\_\_, 2015

BEST, BEST & KRIEGER

2 By: \_\_\_\_\_

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: 22 September, 2015

LAGERLOF, SENECA, GOSNEY & KRUSE

18 By: Thomas L. Bunn III

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 By: \_\_\_\_\_

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: 9-23, 2015

MURPHY & EVERTZ

26 By:  \_\_\_\_\_

27 Douglas Evertz  
28 Attorneys for ROSAMOND COMMUNITY  
SERVICES DISTRICT and CITY OF  
LANCASTER

1 Dated: September 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, 50<sup>TH</sup> 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 By: \_\_\_\_\_

James DuBois  
Attorneys for UNITED STATES  
DEPARTMENT OF JUSTICE

19  
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: \_\_\_\_\_  
4 Noah Golden-Krasner  
5 Attorneys for STATE OF CALIFORNIA,  
6 SANTA MONICA MOUNTAINS  
7 CONSERVANCY, 50<sup>TH</sup> 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: \_\_\_\_\_, 2015

YOUNG - WOOLRIDGE

25 By: \_\_\_\_\_  
26 Scott Kuney  
27 Attorneys for CRAIG VAN DAM

28 Dated: \_\_\_\_\_, 2015

LAW OFFICES OF MICHAEL D. McLACHLAN

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, 50<sup>TH</sup> 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: 9/24, 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: \_\_\_\_\_  
4 Noah Golden-Krasner  
5 Attorneys for STATE OF CALIFORNIA,  
6 SANTA MONICA MOUNTAINS  
CONSERVANCY, 50<sup>TH</sup> 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

MORRISON & FOERSTER

13  
14 By: \_\_\_\_\_  
15 William Sloan  
Attorneys for U.S.BORAX, INC.

16 Dated: \_\_\_\_\_, 2015

UNITED STATES DEPARTMENT OF JUSTICE  
ENRD/NRS

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

21 Dated: 9/22, 2015

YOUNG - WOOLRIDGE

22  
23 By: Scott Kuney  
24 Scott Kuney  
Attorneys for WDS California II

25 Dated: \_\_\_\_\_, 2015

LAW OFFICES OF MICHAEL D. McLACHLAN

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

1 **NON-STIPULATING PARTIES**

2 Desert Breeze MHP, LLC

3  
4 By: \_\_\_\_\_

5  
6 Milana VI, LLC dba Rosamond Mobile Home Park

7  
8 By: \_\_\_\_\_

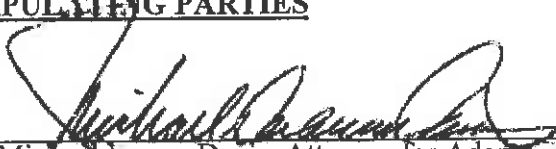
9  
10 Reesedale Mutual Water Company

11  
12 By: \_\_\_\_\_

13  
14 Eyherabide

15  
16 By: \_\_\_\_\_  
17 For Juanita Eyherabide, Eyherabide Land Co., LLC,  
18 The Eyherabide Sheep Company

19 **STIPULATING PARTIES**

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

**TRIAL EXHIBIT LIST**

**PURSUANT TO PARAGRAPH 5.1.10 OF THE  
[PROPOSED] JUDGMENT AND PHYSICAL SOLUTION**

**1. Desert Breeze MHP, LLC**

**Exhibits:**

- a. DB-1      Declarations of Daniel Epstein and Cleo Burt in Support of the Groundwater Used By Desert Breeze MHP, LLC and Its Predecessors (Including Incorporated Attachments Exhibits A through H)

**2. Milana VII, LLC dba Rosamond Mobile Home Park**

**Exhibits:**

- a. M-1      Declaration of Scott Monroe in Support of Cross-Defendant Milana VII, LLC, dba Rosamond Mobile Home Park's Claimed Production Right of 21.7 Acre-Feet Per Year

**3. Reesdale Mutual Water Company**

**Exhibits:**

- a. RM-1      Declaration of Donna Hopkins in Support of Reesdale Mutual Water Company's Request to be Included in Stipulated Settlement Agreement
- b. RM-2      Further Declaration of Patricia Parker in Support of Reesdale Mutual Water Company's Request to be Included in Stipulated Settlement Agreement (Including Incorporated Attachments Reesdale Exhibits 1 through 2)

**4. Juanita Eyherabide, Eyherabide Sheep Company, Eyherabide Land Co., LLC**

**Exhibits:**

- a. JE-1      Declaration of Juanita Eyherabide on Behalf of Herself, The Eyherabide Sheep Company, and Eyherabide Land Co., LLC in Support of Eyherabide's Claim to Overlying Groundwater (Including Incorporated Attachment Exhibit A)

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**PROOF OF SERVICE**

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

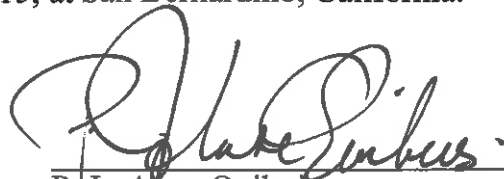
I am employed in the County of the San Bernardino, State of California. I am over the age of 18 and not a party to the within action; my business address is 1839 Commercenter West, San Bernardino, California.

On September 24, 2015, I served the foregoing document(s) described as: **TRIAL STIPULATION FOR ADMISSION OF EVIDENCE BY NON-STIPULATING 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 (Desert Breeze MHP, LLC, Milana VII, LLC dba Rosamond Mobile Home Park, Reesdale Mutual Water Company, and Juanita Eyherabide Land Co., LLC and The Eyherabide Sheep Company (jointly "Eyherabide")** on the interested parties in this action served in the following manner:

XX **BY ELECTRONIC SERVICE AS FOLLOWS** by **POSTING** the document(s) 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. 1-05-CV-049053.

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

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

  
\_\_\_\_\_  
P. Jo Anne Quihuis