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9 ANTELOPE VALLEY-EAST KERN WATER AGENCY

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
12

13 COORDINATION PROCEEDING SPECIAL
14 TITLE (RULE 1550(b))

Judicial Council Coordination Proceeding
No. JCCP 4408

15 **ANTELOPE VALLY GROUNDWATER**
16 **CASES**

SANTA CLARA CASE NO.: 1-05-CV-049053
The Honorable Jack Komar, Judge Presiding

17 INCLUDED ACTIONS:

18 Los Angeles County Waterworks District No. 40
vs. Diamond Farming Company, a corporation,
19 Superior Court of California, County of Los
Angeles Case No. BC 325201;

20 Los Angeles County Waterworks District No. 40
vs. Diamond Farming Company, a corporation,
21 Superior Court of California, County of Kern,
22 Case No. S-1500-CV-254-348;

23 Wm. Bolthouse Farms, Inc. vs. City of Lancaster,
Diamond Farming Company, a corporation vs.
24 City of Lancaster, Diamond Farming Company, a
corporation vs. Palmdale Water District, Superior
25 Court of California, County of Riverside, Case
Nos. RIC 353840, RIC 344436, RIC 344668.

**JOINT OPPOSITION OF PUBLIC AND
PRIVATE LANDOWNERS TO THE
MUTUALS' MOTION TO INTERPRET THE
JUDGMENT**

Date: May 25, 2016
Time: 9:00 a.m.
26 Dept.: Room 222, Los Angeles
27
28

1 Cross-Defendants, the Antelope Valley-East Kern Water Agency, the City of Los Angeles,
2 by and through its Department of Airports, Los Angeles World Airports (LAWA), the County
3 Sanitation Districts of Los Angeles County Nos. 14 and 20 (LA County Sanitation), Bolthouse
4 Properties, LLC, and WM. Bolthouse Farms, Inc., Diamond Farming Company, Grimmway
5 Enterprises, Inc., Crystal Organic Farms LLC, Lapis Land Company, LLC, Tejon Ranchcorp, Tejon
6 Ranch Company, Granite Construction Company, Craig Van Dam, Delmar D. Van Dam, Gary Van
7 Dam, Gertrude J. Van Dam (collectively, "Overliers"), and U.S. Borax, Inc. submit this opposition
8 to the Motion to Interpret the Judgment and Physical Solution filed by the ANTELOPE VALLEY
9 UNITED MUTUALS GROUP ("the Mutuals").

10 I.

11 INTRODUCTION

12 The Judgment and Physical Solution was entered on December 23, 2015. It mandates the
13 formation of a five-member Watermaster Board, and provides in Section 18.1.1 that two landowner
14 representatives to the Board shall be "elected by majority vote of the landowners identified on
15 Exhibit 4 (or their successors in interest) . . ." Five months later, however, and largely as a result of
16 the Mutuals' insistence upon certain rules and procedures not included in the Judgment and not
17 agreed to by the parties, the two "landowner" seats on the Watermaster Board have yet to be filled,
18 thereby delaying implementation of the Physical Solution. After five (5) separate public meetings
19 held over a period of three months (each of which was duly noticed), nearly all parties listed in
20 Exhibit 4 of the Judgment who participated in the process have agreed to rules and procedures
21 (which are entirely consistent with the provisions of the Judgment) for the nomination and election
22 of the two "landowner" representatives on the Watermaster Board -- with counsel for the United
23 States monitoring and overseeing the election. (See Chisam Declaration, ¶¶ 2, 7 and 8.)

24 These extensive efforts to reach agreement on rules and procedures for the nomination and
25 election of the initial two landowner representatives have been public, transparent and fair.
26 Moreover, the rules and procedures to which almost all parties have agreed are entirely consistent
27 with, and fully implement the relevant provisions of the Judgment, and afford due process to all
28

1 interested parties.¹

2 Under the guise of seeking an Order “interpreting” the Judgment, the Mutuals now seek an
3 Order of Court which would clearly abrogate, modify or rewrite relevant provisions of the Judgment,
4 or give an advisory opinion. The Mutuals’ motion should be denied for each of the following
5 reasons:

- 6 • The Court is not required to give an advisory opinion;
- 7 • The Judgment’s provisions relating to the election of landowner representatives to the
8 Watermaster Board are clear and unambiguous;
- 9 • The Judgment does not require that the two “landowner” seats be filled by persons
10 representing differing “interests” or different water uses;
- 11 • The Judgment unambiguously provides that all persons listed in Exhibit 4 (including the
12 “public” overlying landowners listed therein) are entitled to cast votes for the two
13 “landowner” seats;
- 14 • The Judgment further provides that any person listed in Exhibit 4 who purchases a water
15 right from another person listed on Exhibit 4 (or that person’s successor in interest)
16 shall have the right to cast the votes associated with the purchased water right; and,
- 17 • The Judgment should not be amended or modified while appeals therefrom are pending.

18 II.

19 PROVISIONS OF THE SO-CALLED “ANTELOPE VALLEY ACCORD” ARE 20 IRRELEVANT AND INADMISSIBLE

21 The Mutuals’ repeatedly reference and rely upon provisions of the Antelope Valley Accord
22 (aka, the Waldo Accord), which they note were to provide for representation on the Watermaster
23 Board for “each management area and [Special Emphasis Area]” (Mutuals’ Mot., 3:11-14; 13:25-
24 28). That representation method differs markedly from the Watermaster Board’s composition
25 mandated under the Judgment, which does not require representation for each management area, but,
26

27 ¹ Nearly all parties have now agreed to the rules and procedures for nominating and electing the
28 two landowner representatives, which are set forth in Exhibit A attached hereto.

1 instead, provides for an entirely different method of representation, to wit: AVEK and District No.
2 40 each have one seat on the Watermaster Board, along with one other public water supplier (to be
3 elected by the public water suppliers), and two landowners (to be elected by the landowners listed in
4 Exhibit 4). This is the method of representation to which the Stipulating Parties finally agreed
5 (clearly rejecting the very different representation method postulated in the Waldo Accord).

6 The so-called Waldo Accord was not agreed to by all parties; accordingly, it has no binding
7 effect on anyone. The Mutuels admit, as they must, that the Waldo Accord is “clearly not
8 determinative.” (Mot., 3:22.) Simply put, extrinsic evidence such as the Waldo Accord offered to
9 support some parties’ preferences, is hearsay (Evidence Code section 1200) and, also, inadmissible
10 to “interpret” the unambiguous provisions of section 18.1.1 of the Judgment and Physical Solution
11 (Civil Code section 1625 and Code of Civil Procedure section 1856).

12 III.

13 **THE STIPULATING PARTIES DID NOT AGREE TO THE MUTUALS’ PROPOSED** 14 **TERMS**

15 The Mutuels argue that the two landowner seats should represent “diverse and distinct
16 interests, described by categories of . . . water use, namely: (i) domestic water use; (ii)
17 agricultural/irrigation use; (iii) commercial/industrial; and (iv) recreational use” (Mutuels’ Mot.,
18 14:25-15:5; 15:14-18).²

19 The Mutuels admit, however, that in the negotiations leading up to submission of the
20 proposed Judgment and Physical Solution to the Court for its approval, “no consensus was reached
21 on . . . what overlying interests the Landowner Seats would represent” (Mutuels’ Mot., 411-13),
22 which of course explains why the Mutuels’ proposed method of representation is nowhere mandated,
23 or even suggested in the Judgment.³

24 _____
25 ² As noted above, even the Waldo Accord (upon which the Mutuels rely) did not require
26 representation based upon categories of “water use.” It instead proposed representation for each
management area.

27 ³ To the extent the Mutuels have proffered any evidence that this issue was considered or
28 discussed during the parties’ settlement negotiations, such is objected to on the following grounds:
inadmissible hearsay, and inadmissible settlement negotiations.

Notwithstanding the Mutuals' admission that the other Stipulating Parties did not agree thereto, they now ask this Court to change the parties' agreement and the Judgment, by adding to the Judgment and Physical Solution terms to which the other Stipulating Parties did not agree. The Mutuals' "motive" is obvious – they want more voting power than the Judgment provides them. In short, the Mutuals are attempting to get through law and motion what they could not get through negotiation.⁴

The Court should not modify or re-write the Judgment simply to add provisions preferred by the Mutuals, to which the other Stipulating Parties did not agree.

IV.

PUBLIC OVERLYING LANDOWNERS ARE ALLOWED TO VOTE IN THE SELECTION
OF THE TWO LANDOWNER SEATS

Attempting to disenfranchise the City of Los Angeles (Department of Airports), County Sanitation Districts of Los Angeles County Nos. 14 and 20, and AVEK from any voice in the selection of the two landowner seats, the Mutuals next argue that these public overlying landowners should not be allowed to vote in the selection of the two landowner seats on the Watermaster Board. This claim, however, flies directly in the face of the clear and unambiguous language of section 18.1.1 that the two landowner seats are to be “selected by majority vote of the landowners identified on Exhibit 4;” the City of Los Angeles (Department of Airports), County Sanitation Districts of Los Angeles County Nos. 14 and 20, and AVEK are each listed and “identified in Exhibit 4.” Therefore, the Judgment clearly provides that each of the aforesaid public overlying landowners is allowed to vote upon the selection of the two landowner seats.⁵

⁴ The Mutuals also argue that Section 18.1.1 “contemplates that those seats would represent distinct landowner interests.” (Mutuals’ Mot., 14:5-7, underscoring added). That is not true. There is nothing in section 18.1.1 which “contemplates” that the two landowner seats must represent “distinct landowner interests,” or different categories of water use.

⁵ The Mutuals' Motion also argues that the public overlying landowners should not be able to "hold" either of the two landowner seats. This is a red herring, because the public overlying landowners agree they are ineligible to hold either of the two landowner seats. The language of the Judgment on this point is again quite clear, i.e., "The Watermaster shall be a five (5) member board composed of . . . and two (2) landowner Parties, *exclusive of public agencies* . . ." (Section 18.1.1,

Nevertheless, the Mutuals argue that the word “landowners” should be understood to mean only “private” landowners, arguing that the “generally understood use of the term ‘landowners’” refers only to “private landowner parties” (Mot., 7:18-21; 11:25-26) This claim by the Mutuals is unsupported by fact, reason, or any recognized authority. To the contrary, Merriam-Webster’s Online Dictionary defines “landowner” succinctly and solely as, “A person who owns land,” because each owns land, Merriam-Webster makes no distinction between a private or a public landowner.⁶

Therefore, the Mutuels' request that the Court "interpret" the word "landowners" in section 18.1.1 to mean only "private" landowners should be denied.

V.

**ANY OVERLYING PRODUCTION RIGHT HOLDER LISTED IN EXHIBIT 4 WHO
PURCHASES A WATER RIGHT FROM ANOTHER OVERLYING PRODUCTION RIGHT
HOLDER LISTED ON EXHIBIT 4 HAS THE RIGHT TO CAST THE VOTES
ASSOCIATED WITH THE PURCHASED WATER RIGHT**

Section 18.1.1 provides that the two landowner seats are to be “selected by majority vote of the landowners identified on Exhibit 4 (or their successors in interest) . . . [emphasis added].” Although the referenced language makes no distinction between public or private successors in interest, the Mutuels argue that only “private” and not “public” successors of interest to the Overlying Production Right holders listed on Exhibit 4 should be allowed to vote in the selection of the two landowner seats (Mutuals’ Mot., 7:22-25; 12:17-19). The Mutuels are again wrong.

To support their claim, the Mutuals point only to section 16.2 of the Judgment which provides that, “Overlying Production Rights that are transferred to Non-Overlying Production Right holders shall remain on Exhibit 4 and be subject to adjustment . . . , but may be used anywhere in the transferee’s service area.” (Emphasis again added.) Nothing in section 16.2, however, indicates that a *public* Overlying Production Right holder listed on Exhibit 4 which purchases a water right from _____ (italics added).

⁶ Respondents respectfully request that the Court take judicial notice of “The true signification of all English words,” including “landowner” as defined in the standard Merriam-Webster dictionary (Evid. Code section 451(e)).

1 another private or public Overlying Production Right holder listed on Exhibit 4 should not have the
2 right to cast the votes otherwise associated with that purchased water right.

3 By its terms, section 16.2 applies only to transferees who are “Non-Overlying Production
4 Right holders” (such as the Public Water Suppliers listed on Exhibit 3). It has no application to the
5 private and public Overlying Production Right holders listed on Exhibit 4 (including the City of Los
6 Angeles (Department of Airports), County Sanitation Districts of Los Angeles County Nos. 14 and
7 20, and AVEK). Therefore, based on its clear and unambiguous language, section 18.1.1 permits a
8 public Overlying Production Right holder listed on Exhibit 4 to acquire (through purchase of a water
9 right from another Overlying Production Right holder listed on Exhibit 4, or his/her/its successor in
10 interest) the voting rights otherwise associated with that purchased water right. The Court should
11 reject any contrary interpretation.

12 VI.

13 THE MUTUAL’S CLAIMS OF ALLEGED IMPROPRIETIES ARE ENTIRELY 14 WITHOUT MERIT

15 A. No Agreement Has Been Made As To Selection Of The Watermaster Engineer

16 The Mutuals claim that, “behind closed doors,” certain parties have agreed to “even the
17 selection of the Watermaster Engineer” (Mutuals’ Mot., 4:19-21). This claim, based solely upon
18 inadmissible hearsay, is simply not true. (See Chisam Declaration, ¶ 6).

19 The Mutuals also claim that at one of the planning meetings, Mr. Robert Wagner (an expert
20 witness during the Phase VI trial) “deliver[ed] a presentation as if he were already selected as the
21 Watermaster Engineer” (Mot., 5:24-25.) In fact, Mr. Wagner’s presentation was intended solely to
22 familiarize those attending with the provisions of the Judgment and Physical Solution, and the
23 Watermaster concept. (See Chisam Declaration, ¶ 5.)

24 B. By Virtue Of Their Voting Power, Certain Parties Have A Greater Voice In The Selection Of 25 The Landowner Representatives

26 Based solely upon an admissible hearsay statement attributed to one individual, the Mutuals
27 also complain that the “large landowner parties continue to take the position that they have the right
28 to control the two Landowner Seats, thereby depriving the other diverse landowner interests of

1 representation on the Board.” (Mutuals’ Mot., 6:17-19.) However the Mutuals would like it
2 otherwise, the reality is that the Judgment clearly provides that the landowner seats will be “selected
3 by majority vote of the landowners identified on Exhibit 4 . . . *based on their proportionate share of*
4 *the total Production Rights identified in Exhibit 4*” (Judgment, section 18.1.1, emphasis added).

5 That provision, to which the Mutuals agreed and stipulated when they signed the Stipulation
6 for entry of the Judgment and Physical Solution, clearly gives some landowners more votes than
7 others. Rightly or wrongly, that agreed upon provision of the Judgment gives some landowners a
8 greater voice and, as the Mutuals put it, more “control” in the selection of the two landowner
9 representatives on the Watermaster Board. However, that undeniable fact, agreed to by the
10 Stipulating Parties, does not justify altering, changing or modifying any provision of the Judgment
11 and Physical Solution.

12 C. The Process For Reaching Agreement As To The Rules And Procedures For Nominating
13 And Electing The Two Landowner Representatives Has Been Open, Transparent, And
14 Fair To All Interested Parties

15 The Mutuals’ have not submitted evidence sufficient to establish or support their conclusory
16 claims that there has been “lack of fundamental fairness, transparency, and due process in the
17 Watermaster formation activities presently taking place” (Mutuals’ Mot., 1:11-12), or that there is a
18 “significant risk of [the Judgment and Physical Solution] being incorrectly and improperly
19 implemented”(Mutuals’ Mot., 1:13-14).

20 To the contrary, the extensive effort and energy expended by numerous parties to reach
21 agreement as to the rules and procedures for the nomination and election of candidates to the two
22 landowner seats has been open, transparent and fair to all. (See Chisam Declaration, paragraphs 2, 4,
23 7, 8 and 10.) The parties should be allowed to complete that process, seat the Watermaster Board,
24 and begin implementing the Physical Solution. If the Mutuals believe that any improprieties have
25 occurred in the nomination or election process, the Mutuals may seek redress after the election has
26 been held through an appropriate motion to the Court. Their motion at this time for essentially an
27 advisory opinion, however, should be denied.

1 VII.

2 CONCLUSION

3 For the foregoing reasons, these private and public Overlying Production Right holders, each
4 of which is listed on Exhibit 4, respectfully submit that the Mutuels' motion should be denied, in its
5 entirety.

6 Dated: May 12, 2016

BRUNICK, McELHANEY & KENNEDY PLC

8 By: 

9 William J. Brunick

10 Leland P. McElhaney

11 Attorneys for ANTELOPE VALLEY-EAST

KERN WATER AGENCY

12 Dated: May 12, 2016

CLIFFORD & BROWN

14 By: _____

15 Richard G. Zimmer

16 Attorneys for BOLTHOUSE PROPERTIES, LLC

and WM. BOLTHOUSE FARMS, INC.

17 Dated: May 12, 2016

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

19 By: _____

20 Stanley Powell

21 Attorneys for the CITY OF LOS ANGELES

22 by and through its Department of Airports, Los
23 Angeles World Airports (LAWA)

24 Dated: May 12, 2016

ELLISON, SCHNEIDER & HARRIS

26 By: _____

27 Christopher Sanders, Attorneys for

COUNTY SANITATION DISTRICT OF LOS

28 ANGELES COUNTY NOS. 14 AND 20

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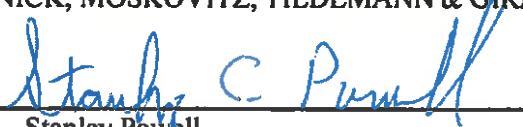
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1 Dated: May 12, 2016

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14 CONSTRUCTION COMPANY

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19 GERTRUDE J. VAN DAM

19 Dated: *5/12/2016*

MORRISON & FOERSTER

21 By: */s/ William Sloan* _____

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

EXHIBIT A

ANTELOPE VALLEY WATERMASTER LANDOWNER REPRESENTATIVE NOMINATIONS

Any Party identified on Exhibit 4 shall be entitled to nominate one individual to serve as a Landowner Representative on the Watermaster Board. Each nominee must be a natural person and either be a Party listed on Exhibit 4, or be an officer, director or managing agent of a Party listed on Exhibit 4.

PLEASE PRINT CLEARLY

Nominating Party _____
(as listed on Exhibit 4)

Name of natural person representing the Nominating Party

Name of nominee _____

Address of nominee _____

Nominee Represents _____
(as listed on Exhibit 4)

Please give a brief statement of qualifications that discloses the nominee's official capacity with an Exhibit 4 Party, and confirmation that the nominee is willing to serve, whether the nominee is willing to serve for a two (2) year or four (4) year seat.

Signature _____ Date _____
(Signature of Nominating Party)

Please return your nomination no later than _____ in the enclosed envelope or by e-mail to James Dubois at James.Dubois@usdoj.gov with "Inspector of Elections – Nominations" in the subject line.

RULES AND PROCEDURES FOR ELECTION OF INITIAL LANDOWNER PARTY WATERMASTER REPRESENTATIVES

A. Introduction

All capitalized terms have the same meaning as defined in the Judgment and Physical Solution ("Judgment") for the Antelope Valley Groundwater Cases. "Exhibit 4" refers to Exhibit 4 to the Judgment. Section 18.1.1 of the Judgment provides for the composition of the Watermaster Board, which is to include:

[T]wo (2) landowner Parties, exclusive of public agencies and members of the Non-Pumper and Small Pumper Classes, selected by majority vote of the landowners identified on Exhibit 4 (or their successors in interest) based on their proportionate share of the total Production Rights identified in Exhibit 4.

This document sets forth the rules and procedures for electing the two initial landowner Party Watermaster Board members.

B. Scope

These rules and procedures shall apply only to the initial selection of the two (2) landowner Parties' representatives on the Watermaster Board. None of the rules and procedures established herein shall be precedent for or binding on the Parties, except for the initial selection.

C. Notices

All notices shall be transmitted by email, to the addresses of the landowner Parties' designated representatives, and their attorneys of record, and by posting on the Court's website. The initial email list for such notice shall be that list, a copy of which is attached, that was compiled by the U.S. DOJ. Corrections and additions to the initial email list shall be transmitted to the Inspector of Elections, along with verification therefore. Postings shall not be directed and email notice shall not be transmitted to non-Parties or Parties not entitled to vote for the two (2) landowner Parties' representatives under Section 18.1.1 of the Judgment. All notices shall be transmitted and posted at the earliest practical time, and at least three (3) court days in advance of any event or deadline for action.

D. Inspector of Elections

James Dubois of the United States Department of Justice [James.Dubois @usdoj.gov] is designated and has agreed to serve as the initial Inspector of Elections. Emails directed to the Inspector of Elections shall contain the applicable subject line of 'Inspector of Elections – Nominations' or 'Inspector of Elections – Ballots' or 'Inspector of Elections – Challenges.' Once established, the Watermaster shall succeed the initial Inspector of Elections. Pending the establishment of the Watermaster, Mr. Dubois may designate a successor Inspector of Elections, which designation shall become effective upon seven (7) days' notice given in accordance with

the foregoing provisions unless, within that time, greater than fifty percent ($\geq 50\%$) of the eligible votes are cast against that designee.

E. Landowner Terms

The initial term for one of the landowner Watermaster seats shall be two (2) years, and the initial term for the other landowner Watermaster seat shall be four (4) years. The terms shall commence on the date following the election when the Watermaster Board is fully constituted and shall terminate at 5:00 p.m. PST on the second and fourth anniversary of the commencement date.

The Parties listed on Exhibit 4 shall also select one alternate Watermaster Board member that shall represent the Parties listed on Exhibit 4 if one of the elected Watermaster representatives is unable to attend a Watermaster Board meeting or to complete his or her term. The initial term for the alternate member shall be four (4) years. The alternate member shall serve under the same rules as the selected landowner Watermaster Board members.

F. Nominations

Any Party identified on Exhibit 4 shall be entitled to nominate one individual to serve on the Watermaster Board. Each nominee must be a natural persons and either be a Party listed on Exhibit 4, or be an officer, director or managing agent of a Party listed on Exhibit 4.

Nominations shall be made by posting the nomination on the Court's website or by email to all Parties on the then most current email list, and by emailing the Inspector of Elections as provided above. The nomination shall include the following information:

1. Name of Nominating Party as listed on Exhibit 4;
2. Name of natural person representing the Nominating Party as listed on Exhibit 4;
3. Name of person being nominated;
4. Address of person being nominated;
5. Name of Party on Exhibit 4 that the nominee represents;
6. Brief statement of qualifications that discloses the nominee's official capacity with an Exhibit 4 Party, and confirmation that the nominee is willing to serve, whether the nominee is willing to serve for a two (2) year or four (4) year seat; and
7. Date and signature of the nominating Party.

Nominations shall commence on the date on which the "opening" of nominations is posted to the Court's website by the Inspector of Elections, and shall remain open for a period of not less than fourteen (14) days from the "opening date" posted on the Court website by the Inspector of Elections USDOT, which posting shall also designate the date and time that nominations will be deemed closed.

G. Ballots

Within five (5) court days of the close of nominations, the Inspector of Elections shall post the Ballot on the Court website and transmit the same by email to the Parties and/or their attorneys as designated on the attached email list. The Ballot shall state the deadline for receipt of the cast Ballot by the Inspector of Elections that will provide a fourteen (14) day voting period, and shall be accompanied by a Statement of Qualification for each nominee. Ballots shall be cast confidentially, and transmitted by email to the Inspector of Elections.

Information to be provided on the Ballot include:

1. Name of Party as listed in Exhibit 4;
2. Name of person representing the Party listed on Exhibit 4;
3. Names of up to two nominees for which the Party casts its votes;
4. Date and signature of person representing the Party casting the Ballot.

In tabulating the votes, the Inspector of Elections shall weigh the votes based on each voting Party's proportionate share of the total Production Rights identified on Exhibit 4, as further discussed in the "Voting Rights" section below.

The Inspector of Elections shall report the results of the election by posting the names of the three (3) Nominees receiving the highest number of votes to the Court's website. Unless otherwise agreed to by the top two vote-getters, the highest vote-getter is elected to the seat with a four (4) year term, and the second-highest vote-getter is elected to the seat with a two (2) year term. The third-highest vote-getter is elected as the alternate member.

H. Voting Rights

Each Party on Exhibit 4 shall have one (1) vote for each acre foot of water set forth in the Overlying Production Rights column. Commonly held Exhibit 4 rights such as that held by "Diamond Farming Co. LLC/Crystal Organic LLC/Grimmway/Lapis" shall be deemed a single Overlying Production Right exercisable by the common ownership. The voting right shall be exactly as reflected on Exhibit 4, rounded up or down to the nearest acre foot. Only those Overlying Parties on Exhibit 4 shall be entitled to cast votes for the two (2) landowner Parties' representatives on the Watermaster Board.

PROOF OF SERVICE

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

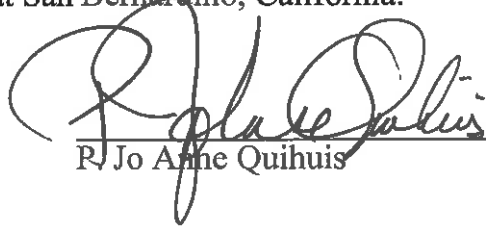
I am employed in the County of the San Bernardino, State of California. I am over the age of 18 and not a party to the within action; my business address is 1839 Commercenter West, San Bernardino, California.

On May 12, 2016, I served the foregoing document(s) described as: **JOINT OPPOSITION OF PUBLIC AND PRIVATE LANDOWNERS TO THE MUTUALS' MOTION TO INTERPRET THE JUDGMENT** 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 May 12, 2016, at San Bernardino, California.


R/ Jo Anne Quihuis