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12 (collectively "ZAMRZLA'S")

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

15 Coordinated Proceeding,
16 Special Title (Rule 1550(b))

17 ANTELOPE VALLEY
18 GROUNDWATER CASES.

Judicial Council Coordination
Proceeding No.: 4408

LASC Case No. BC325201

Santa Clara Sup. Court Case No.: 1-05-CV-049053
Assigned to Hon. Jack Komar, Judge of the Santa
Clara County Superior Court

**JOHNNY LEE AND JEANETTE
ZAMRZLA'S CLOSING REPLY BRIEF**

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I. INTRODUCTION

Johnny Lee and Jeanette Zamrzla were never served with notice of the Antelope Valley Groundwater Adjudication. They do not appear on the list of Small Pumper Class Members. They are neither known nor unknown Small Pumper Class Members. No amount of misdirection and obfuscation can change those simple truths. Johnny Lee and Jeanette Zamrzla are not, and never have been, parties to the adjudication. The Court should issue an order recognizing this truth.

II. LEGAL ARGUMENT

A. The Court Has the Inherent Power in Equity to Modify or Set Aside the Judgment.

The SP & WM have repeatedly attempted to couch the Zamrzlas' motions as a collateral attack on the judgment. The purpose of this is to assert that the Zamrzlas are thus not permitted to offer extrinsic evidence in support of their claims. Of course, neither the SP nor the WM have specifically rebutted the actual legal authorities the Zamrzlas have offered in support of their motions.

As detailed in the Zamrzlas' closing briefs, an equitable attack on a judgment or order, whether by motion in the same action or by a separate action in equity, is a direct attack on the judgment or order. (*Bennett v. Hibernia Bank* (1956) 47 Cal.2d 540, 558; *Olivera v. Grace* (1942) 19 Cal.2d 570, 575.) Extrinsic evidence is admissible on a direct attack in equity to set aside a judgment on the ground of extrinsic fraud or mistake. (*Bae v. T.D. Service Co.* (2016) 245 Cal.App.4th 89, 98; *Sousa v. Freitas* (1970) 10 Cal.App.3d 660, 667; *Munoz v. Lopez* (1969) 275 Cal.App.2d 178, 183–184.) Fraud or mistake is extrinsic when it deprives the unsuccessful party of an opportunity to present his case to the court. (*Rogers v. Mulkey* (1944) 63 Cal.App.2d 567, 575.) A mistaken belief of one party preventing proper notice of the action has been held to be a mistake warranting equitable relief. (*Aldabe v. Aldabe* (1962) 209 Cal.App.2d 453, 475.) The circumstances which deprive an adversary of a fair notice of a hearing or which prevent him from having a fair hearing may be acts of the opponent not amounting to actual or intentional fraud. Extrinsic mistake is sufficient. (*Antonsen v. Pacific Container Co.* (1941) 48 Cal.App.2d 535; *Davis v. Davis* (1960) 185 Cal.App.2d 788, 793, 794.)

Equity's jurisdiction to interfere with final judgments is based upon the absence of a fair, adversary trial in the original action. (*Saunders v. Saunders* (1958) 157 Cal.App.2d 67, 72.) It is well established that in cases where the aggrieved party is unable to make out a case of intentional fraud, the courts on motion will extend a liberal interpretation to relieve him from a judgment taken without a fair adversary hearing. (*Davis v. Davis* (1960) 185 Cal.App.2d 788, 794; *Evry v. Tremble* (1957) 154 Cal.App.2d 444; *Watson v. Watson* (1958) 161 Cal.App.2d 35.) The basis for equitable relief in these cases, whether it be denominated "extrinsic fraud" or "extrinsic mistake," is that which has resulted in a judgment taken under circumstances of unfairness and injustice without affording a party the opportunity to participate in the proceedings. (*Id.*; *Saunders, supra*, 157 Cal.App.2d 67; *Dei Tos v. Dei Tos* (1951) 105 Cal.App.2d 81.) If an unsuccessful party to an action has been kept in ignorance thereof or has been prevented from fully participating therein there has been no true adversary proceeding, and the judgment is open to attack at any time. (*Rogers, supra*, 63 Cal.App.2d at p. 575 [internal citations omitted].)

Antonsen v. Pacific Container Co. is directly on point. *Antonsen* involved a plaintiff that gave his agent power of attorney for the limited purpose of realizing on his interests, without subjecting him to liability. Without the knowledge, direction, or authorization of the plaintiff, the agent hired an attorney to proceed in an action against defendants. The attorney hired by the agent was suspended for one year from the practice of law. Defendants served their answers and cross-complaints upon the attorney. The attorney did not notify anyone of the purported service. Defendants then obtained a default judgment against plaintiff. *Plaintiff had no knowledge of the action for approximately five years* when defendants commenced an action against him to recover on the default judgment. Plaintiff's motion to set aside the judgment was denied. While plaintiff's appeal was pending, he commenced an action in equity to set aside the default judgment based on the lack of service. The trial court entered a judgment for plaintiff. The Court noted that while it was "entirely clear that there was no actual fraud on the part of defendants' counsel, we are of the opinion that plaintiff was entitled to the relief granted." (*Antonsen, supra*, 48 Cal.App.2d 535.) Like the Zamrzlas, the plaintiff in *Antonsen* did not discover he was subject to the action until years afterwards. Nonetheless, the court concluded that it would be a travesty of justice not to set aside

1 the judgment and that plaintiff was not required to show actual fraud. (*Antonsen, supra*, 48
2 Cal.App.2d 535.)

3 The SP & WM contend no extrinsic evidence is permitted to be considered. But of course,
4 how could a mistake or fraud be proven without such evidence? The SP & WM continue to try to
5 couch the Zamrzlas' efforts as a collateral attack because it benefits the SP & WM to do so.¹ They
6 know that the facts and evidence prove Johnny Lee and Jeanette Zamrzla were never served, and
7 thus were not afforded constitutional due process. Because of the failure to serve them with any
8 notice of the litigation, Johnny Lee and Jeanette Zamrzla were prevented from engaging in the
9 underlying litigation. This mistake resulted in denial of the Zamrzlas's due process rights and
10 denial of the Zamrzlas' ability to participate in an adversarial hearing. This is precisely the kind of
11 circumstance warranting relief from a judgment in equity.

12 Indeed, the SP & WM know full well that extrinsic evidence is permitted and have used it
13 extensively. It was the SP & WM who filed a motion with this Court seeking to conduct discovery
14 in response to the Zamrzlas' motions. They spent multiple days deposing the Zamrzlas, sent the
15 Zamrzlas a substantial volume of written discovery, introduced dozens of exhibits at the March
16 hearing, and submitted closing briefs in which they outline the evidence and why they believe it
17 support their case. The SP & WM's actions over the past year are an implicit admission that such
18 evidence is permissible in deciding whether the Zamrzlas are entitled to equitable relief.

19 With respect to Johnny Lee and Jeanette in particular, the contention that they are not
20 entitled to equitable relief is particularly egregious given the complete lack of any evidence they
21 were served notice of any kind. The SP & WM's legal argument that Johnny Lee and Jeanette are
22 somehow subject to the judgment is not just wrong, it is a frivolous claim.

23 **B. The SP & WM Repeatedly Engage in Hyperbolic Exaggerations of the Facts**
24 **and Evidence.**

25 Attorneys have an obligation to zealously advocate for their clients. However, they must
26 do so within the parameters of the law and the rules of professional conduct. Attorneys owe a duty

27 ¹ The Zamrzlas note, however, that one basis for relief they have set forth – that the small pumper class notice is
28 defective on its face because it materially differs from the judgment – requires no extrinsic evidence, and can be decided
on the record of the underlying adjudication.

1 of candor to the Court and to other parties. In their closing briefs, the SP & WM repeatedly
2 misrepresent the facts and evidence in this case, and also engage in ad hominem attacks on the
3 Zamrzlas' character.

4 Notwithstanding their claim that no extrinsic evidence is permitted to be considered, the SP
5 & WM spend a substantial amount of time arguing the evidence. In fact, the bulk of their briefs
6 are evidence focused. However, much of the evidence is taken out of context or outright
7 misrepresented. The examples are too numerous to identify each and every mischaracterization of
8 evidence, but an effort is made here to rebut the most egregious examples:

9 **“As shown in the deposition and hearing transcripts discussed in detail below, the**
10 **Zamrzlas chose not to seek any legal counsel to establish their water rights during the ten**
11 **years of pre-Judgment litigation and trials, even though they admit they knew about the**
12 **adjudication its potential to impact their water rights at least six years prior to entry of the**
13 **final Judgment.” (WM p. 5, lines 2-6.)** Neither the SP nor the WM have offered any actual
14 evidence supporting the conclusion that Johnny Lee or Jeanette knew of the adjudication's impact
15 on their water rights. Both the SP & WM like to repeat this claim frequently, but to date have not
16 produced any evidence to support it. While Johnny Lee had some general conversations about the
17 adjudication, he was clear in his testimony that no one ever told him that his water rights were
18 subject to, or potentially affected by the adjudication. (327:3-328:1, 328:21-329:3, 358:25-359:25,
19 330:15-331:4.)

20 “It is undisputed that the Zamrzlas knew about the underlying adjudication long before the
21 Court's entry of the final Judgment but chose to ignore the potential impacts to their water rights
22 in an effort to save attorneys' fees and maximize their water production.” **(WM p. 16, lines 11-**
23 **13.)** Not only are these claims disputed, but the evidence clearly proves the opposite. It is unclear
24 where this theory first arose, but it has been repeated on numerous occasions by the SP & WM. It
25 might be a nice soundbite, but it is belied by the evidence. As Johnny Zamrzla testified, prior to
26 2015, he expended no legal fees relating to the adjudication. (150:17-151:2.) However, subsequent
27 to the 2018 letter from the Watermaster, the Zamrzlas have expended in excess of \$500,000 in legal
28 fees relating to the adjudication. (193:26-194:11.) Thus, the representation that the Zamrzlas'

1 actions are explained by a penny-pinching desire to save money on legal fees, is utterly false. There
2 is not a shred of evidence to support such a claim, yet it continues to be repeated.

3 It is also false that the Zamrzlas “chose to ignore the potential impacts to their water rights.”
4 Again, the SP & WM have no evidence that shows Johnny Lee or Jeanette had any idea that the
5 adjudication would affect them personally, until long after the judgment was entered. The SP &
6 WM cannot impute knowledge on the Zamrzlas without providing evidence. Yet they repeatedly
7 do just that.

8 Numerous other egregious examples of misrepresentations of fact can be found in Johnny
9 and Pamela’s Closing Reply Brief. The Zamrzlas have no choice but to point out these attacks,
10 mischaracterizations, and misrepresentations. This is done not to impugn the character of the
11 Settling Parties’ attorneys, but simply to highlight that the evidence is not being accurately
12 represented to the Court. The evidence, in this case, is clear, and the SP & WM should not be
13 permitted to so carelessly mispresent it.

14 **C. Johnny Lee and Jeanette Zamrzla Have Been Denied Due Process as They**
15 **Were Never Served Notice of the Antelope Valley Groundwater Litigation.**

16 Notice must be “reasonably calculated, under all the circumstances, to apprise interested
17 parties of the pendency of the action and afford them an opportunity to present their objections.”
18 (*Mullane v. Cent. Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314.) Water rights are treated
19 as real property rights in California and are subject to due process law. Once rights to use water
20 are acquired, they become vested real property rights. As such, they cannot be infringed by others
21 or taken by governmental action without due process and just compensation. (*United States v. State*
22 *Water Res. Control Bd.* (1986) 182 Cal.App.3d 82, 101.) Due process principles require reasonable
23 notice and opportunity to be heard before governmental deprivation of a significant property
24 interest. (*Horn v. Cty. of Ventura*, (1979) 24 Cal.3d 605, 612.)

25 It is well settled that “the judgment in a class action binds only those class members who
26 had been notified of the action and who, being so notified, had made no request for exclusion.”
27 (*Steen v. Fremont Cemetery Corp.* (1992) 9 Cal.App.4th 1221, 1227.) The notice requirement is
28 not only important and essential to the correct determination of the main issue it is, above all,

jurisdictional. (*Id.*, at p. 1227-1228.)

Johnny Lee and Jeanette Zamrzlas have repeatedly and consistently testified they were never served personally, by mail, or by publication. No evidence to the contrary has been offered. In fact, it is undisputed by all parties that Johnny Lee and Jeanette were never served personally or by mail. The best the SP & WM can offer is to claim that publication was effective to serve Johnny Lee and Jeanette, despite them never appearing on any list of potential or actual small pumper class members. The SP & WM also rely on distractions such as notices of proposed class settlement, and water code extraction notices, in an effort to deflect from the clearly insufficient notice.

D. It is Undisputed that Johnny Lee and Jeanette Were Never Personally Served.

Despite many parties to the adjudication being personally served, Johnny Lee and Jeanette Zamrzla were never personally served with notice of the adjudication. (326:17-19, 359:11-14.) No contrary evidence has been offered by any party.

E. It is Undisputed that Johnny Lee and Jeanette Were Never Sent any Mail Notice.

California Evidence Code section 641 creates a presumption that a correctly addressed and properly mailed letter is presumed to have been received. (Evid. Code 641.) However, not only is this presumption rebuttable with contradictory evidence (see *Craig v. Brown & Root, Inc.* (2000) 84 Cal.App.4th 416, 421), but the statute clearly sets forth that the presumption exists only where 1) the mailing is “correctly addressed” and 2) the mailing is “properly mailed.” Likewise, the presumption is rebutted by evidence supporting denial of receipt. (*Wolstoncroft v. County of Yolo* (2021) 68 Cal.App.5th 327, 350 citing *Slater v. Kehoe* (1974) 38 Cal.App.3d 819, 832, fn. 12 and *Craig v. Brown & Root, Inc.* (2000) 84 Cal.App.4th 416, 421-422.) The effect of a presumption affecting the burden of producing evidence is to require the trier of fact to assume the existence of the presumed fact unless and until evidence is introduced which would support a finding of its nonexistence, **in which case the trier of fact shall determine the existence or nonexistence of the presumed fact from the evidence and without regard to the presumption.** (Evid. Code, § 604 [emphasis added].)

Here, there is no evidence that any mailed notice of any kind was ever sent to Johnny Lee

1 and Jeanette Zamrzla. As they have testified, they never received any mailed notice of any kind
2 relating to the adjudication. (325:26-326:16, 359:6-10.) No contrary evidence has been offered by
3 any party.

4 **F. Johnny Lee and Jeanette Were Not Served by Publication.**

5 The SP & WM, having conceded that Johnny Lee and Jeanette were not served personally
6 or by mail, rely solely on service by publication. However, there are a multitude of problems with
7 claiming Johnny Lee and Jeanette are subject to the adjudication due to service by publication.

8 As detailed in the Zamrzlas Closing Brief, Exhibit 10 – Supplemental Declaration of
9 Michael D. McLachlan, dated December 3, 2015 – relates to the publication of Notices of Proposed
10 Partial Class Action Settlement in the Los Angeles Times, the Bakersfield Californian, and the
11 Antelope Valley Press. These notices were variously published on November 3, 10, and 17, 2013;
12 Exhibit 15 – Declaration of Michael D. McLachlan, dated June 4, 2015 – relates to the publication
13 of Notices of Proposed Class Action Settlement in the Los Angeles Times, the Bakersfield
14 Californian, and the Antelope Valley Press. These notices were published on April 12 and April
15 19, 2015, only eight months prior to the final Judgment. Neither notice is a notice of class action.
16 Both are notices of proposed settlement.

17 While the SP & WM claim the 2009 Class Notice was served by publication, they fail to
18 offer any evidence of such. Whereas declarations showing proof of publication, and attaching the
19 published notices, were provided for the 2013 and 2015 notices of proposed settlement, no such
20 documentation was provided for the 2009 notice. Even if it was served by publication that notice
21 was defective on its face given the critical differences between the class definition in the notice and
22 the judgment. The two notices of proposed settlement are not notices of the litigation itself. Neither
23 the 2013 notice nor the 2015 notices were intended to identify potential class members and permit
24 them to opt out of the litigation. Neither meets the *Mullane* standard of being “reasonably
25 calculated, under all the circumstances, to apprise interested parties of the pendency of the action
26 and afford them an opportunity to present their objections.” (*Mullane v. Cent. Hanover Bank &*
27 *Trust Co.* (1950) 339 U.S. 306, 314.)

28 The SP & WM would have this Court hold that Johnny Lee and Jeanette are subject to the

1 groundwater adjudication based *solely* on the unsubstantiated claim that in 2009 a notice of class
2 action was published in local papers, Johnny Lee and Jeanette should have seen that notice and
3 understood it to apply to them and its potential effect on their water rights. Why were Johnny Lee
4 and Jeanette not served by a method that assured they received notice? Their property records are
5 no secret – they have been publicly verifiable owners of their property since 2007. (SWM Exh.
6 46.)

7 As the WM helpfully points out in its closing brief, “The U.S. Supreme Court has held that
8 notice by personal mail is required for class members whose identities and mailing addresses were
9 actually known, yet in view of the character of the proceedings and the nature of the interests
10 involved, **notice by publication will suffice for those class members whose interests or**
11 **whereabouts could not with due diligence be ascertained.** (*Noel v. Thrifty Payless, Inc.* (2019)
12 7 Cal.5th 955, 982 (citing *Mullane v. Central Hanover Tr. Co.* (1950) 339 U.S. 306).)” (WM p. 11,
13 lines 4-9 [emphasis added].) The SP & WM cannot take the position that the whereabouts of
14 Johnny Lee and Jeanette Zamrzlas “could not with due diligence be ascertained.” A simple review
15 of publicly available property records would have revealed their existence, their whereabouts, and
16 their potential interest in the adjudication.

17 Johnny Lee and Jeanette cannot now be punished for the adjudication parties’ lack of
18 diligence in identifying and serving potential class members.

19 **G. Water Code Extraction Notices Are a Distraction from the Failure to Serve**
20 **Johnny Lee and Jeanette.**

21 The SP & WM continue to repeat the falsehood that had the Zamrzlas filed Water Code
22 Extraction Notices, they would have been personally served with notice of the litigation.
23 Essentially, they contend that it is Johnny Lee and Jeanette’s own fault they were not personally
24 served.

25 The Zamrzlas admit they did not file extraction notices. This has never been in dispute.
26 But the SP & WM are improperly using the notices for a purpose for which they were not intended.
27 Not only has this Court previously ruled against using the extraction notices (Z Exh. 55-58), but
28 nothing in Water Code section 4999, *et seq.* provides that failure to file the extraction notices means

1 a property owner need not be served with notice of litigation affecting the property owner's water
2 rights. The SP & WM are attempting to read into the Water Code penalties which do not exist.
3 There is no statutorily prescribed penalty in the Water Code that a party that fails to file extraction
4 notices loses its right to due process by proper service of notice of litigation against that party. The
5 SP & WM are using the extraction notice issue as character evidence, to say that because the
6 Zamrzlas failed to file the extraction notices, they should essentially be punished, and should not
7 be afforded due process.

8 The contention that had extraction notices been filed, Johnny Lee and Jeanette would have
9 been personally served, is an admission that they *should have been personally served*. It is also an
10 admission that they are not small pumpers (extraction notices must only be filed if the property
11 owner pumps in excess of 25 acre feet in a given year). As noted above, Johnny Lee and Jeanette
12 became the legal owners of their property in 2007. (SWM Exh. 46.) The SP & WM claim had
13 they filed extraction notices they would have been identified and personally served. But why could
14 the parties to the adjudication not identify and serve Johnny Lee and Jeanette based on their publicly
15 available property records? Again, the extraction notices are a complete distraction, intended to
16 deflect from the parties' failure to do their due diligence in identifying and serving potential parties
17 to the adjudication.

18 **H. Johnny Lee and Jeanette are Not Small Pumpers.**

19 As defined by the 2009 class notice the SP & WM so heavily rely on, Johnny Lee and
20 Jeanette Zamrzla do not fit the definition of the Small Pumper class. According to Rick Koch, of
21 Southern California Edison, Johnny Lee and Jeanette Zamrzla's well produced more than 25 acre-
22 feet per year in numerous years since they obtained the property and began using the existing well.
23 (Z Exh. 1, 2, 5, 8, 11 & 12.)

24 Mr. Koch calculated the number of acre-feet of water produced by Johnny Lee and
25 Jeanette's well:

YEAR	PASTURE WELL
	ACRE-FEET PUMPED
2008	2.1

2009	38.6
2010	25.2
2011	34.4
2012	15.2
2013	30.0
2014	21.4
2015	60.0
2016	79.4
2017	48.9
2018	18.4

(Z Exh. 1, 2, 5, 8, 11 & 12.)

When the SP & WM highlight the occasional year of water production that fell below 25 acre feet, and argue that this means the Zamrzlas do not meet the class definition in the Judgment, they essentially prove the defectiveness of the 2009 notice. How can it be that there are competing definitions of the class? The contradictory class definitions, and the confusion and inconsistencies that arise therefrom, proves the inadequacy of the 2009 notice.

I. Johnny Lee and Jeanette are Not Unknown Small Pumpers.

The Judgment defines Unknown Small Pumpers as follows: “Unknown Small Pumper Class Members are defined as: (1) those Persons or entities that are not identified on the list of known Small Pumper Class Members maintained by class counsel and supervised and controlled by the Court as of the Class Closure Date; and (2) any unidentified households existing on a Small Pumper Class Member parcel prior to the Class Closure Date. Within ten (10) Court days of the Class Closure Date, class counsel for the Small Pumper Class shall publish to the Court website and file with the Court a list of the known Small Pumper Class Members.” (Z Exh. 21, Judgment 5.1.3.6.)

Johnny Lee and Jeanette do not fit this definition. They agree that they are “not identified on the list of known Small Pumper Class Members.” However, they are not an “unidentified household existing on a Small Pumper Class Member parcel prior to the Class Closure Date.” Their

1 parcel is not a “Small Pumper Class Member Parcel.” Their parcel address has never been
2 associated with the small pumper class in any way; it does not appear on the class list. Johnny Lee
3 and Jeanette were missed by the adjudication completely. They should be afforded the opportunity
4 to now participate in the proceedings as if they had been properly served in the first place.

5 **J. The Settling Parties and Watermaster Take an Inconsistent Position Regarding**
6 **What Constitutes a Small Pumper.**

7 The 2015 Judgment was the result of an agreement between the numerous parties to the
8 adjudication after many years of litigation. That Judgment, at its core, was intended to equitably
9 apportion the safe yield amongst all water producers in the Antelope Valley. The Settling Parties
10 and Watermaster now seek to turn the purpose and intent of the judgment on its head and force the
11 Zamrzlas into the Small Pumper Class, granting them only a tiny fraction of their historical water
12 production. Their attempt to now use the Judgment as a weapon against the Zamrzlas not only
13 contradicts its purpose but is also inconsistent with past determinations and classifications of parties
14 to the adjudication.

15 Take, for example, Watermaster Board Member and Exhibit 4 party Wm. Bolthouse Farms,
16 Inc. The record in this matter indicates that Bolthouse Farms listed 73 total fields in which they
17 grew crops. In 2012 Bolthouse listed two fields as fallow and in 2011 Bolthouse listed 3 fields as
18 fallow. Bolthouse’s water production for 2011 and 2012 were then averaged and reported as their
19 Pre-Rampdown Production in the Judgment. However, out of the 73 Fields, they reported 27 were
20 Fallow in 2007, 44 were Fallow in 2006, 48 were Fallow in 2005, 29 were Fallow in 2002, and 36
21 were Fallow in 2001. (Docket No. 6571, EXHIBITS A THRU C Amended 5/8/13 AND EXHIBIT
22 P-1, attached hereto as Exhibit A.) If the SP & WM arguments regarding non-use in certain years
23 are taken as true, Bolthouse should be classified as a Small Pumper, or at least with respect to the
24 numerous fields on which no water was produced in *any* year since 1946; given their crop rotation
25 practices, this appears to be virtually all fields, meaning their production right under the judgment
26 should have been 3 acre-feet per year per well. Even with 110 owned parcels, the total production
27 right would be a far cry from the 9,945 AFY awarded to Bolthouse under the final judgment. The
28

1 SP & WM are attempting to apply a different standard to the Zamrzlas than was applied to other
2 parties to the adjudication. The Court should reject this attempt.

3 The record reflects the Court's intention was to provide small domestic pumpers typically
4 pumping 1.2 AFY with generous permission to pump up to 3 AFY, without them each having to
5 spend millions of dollars in legal fees to get that production right, and to spare the Public Water
6 Suppliers the burden of having to personally serve them the First-Amended Cross-Complaint of
7 Public Water Suppliers For Declaratory And Injunctive Relief And Adjudication of Water Rights.
8 The Zamrzlas have been unable to locate any evidence in the voluminous court record that Small
9 Pumper Class Attorney McLachlan ever represented the interests of anyone who had a history of
10 ever pumping over 25 AFY. The Zamrzlas can also find no evidence that the Court intended for
11 the Small Pumper Class Attorney to represent the interests of anyone who had a history of Pumping
12 over 25 AFY. For the Settling Parties and especially the Watermaster (responsible for the ethical,
13 unbiased administration of the Judgment) to assert otherwise is a shocking claim. A ruling
14 accepting the SP & WM's arguments would fly in the face of the intent and validity of the entire
15 Judgment. The Zamrzlas deserve the right to be released from their alleged classification as Small
16 Pumpers and to be given the opportunity to prove up an equitable historical pumping right in
17 relation to the pumping histories stated on the Court record by the stipulating parties. All the
18 Zamrzlas ask for is equitable treatment.

19 **K. Granting the Zamrzlas' Relief Will not Result in Catastrophe.**

20 The Watermaster contends that to grant the Zamrzlas' relief would have "catastrophic
21 consequences." (WM p. 22.) The Settling Parties have made similar assertions against the
22 Zamrzlas. What both fail to do is cite any legal authorities for the proposition that relief should not
23 be granted in law or equity on the basis that such relief would have substantial negative
24 consequences. Here, the basic thrust of the argument is that to grant the Zamrzlas relief would "set
25 a dangerous precedent" and apparently potentially unwind the entire Antelope Valley Groundwater
26 Adjudication.

27 There are two problems with this claim. The first is that it is simply not true. How could
28 acknowledging that Johnny Lee and Jeanette Zamrzla were never served with notice of the

1 adjudication lead to the entire adjudication falling apart? This patently ridiculous assertion barely
2 warrants a response. The Zamrzlas request relief specific to themselves. They have not requested
3 that this court throw out the 2015 judgment. The Court can make the Zamrzlas whole without
4 affecting the rights or obligations of any other party under the judgment, and without affecting the
5 judgment itself.

6 Second, even if granting the Zamrzlas' motions would have the effect of throwing out the
7 entire 2015 judgment if the Zamrzlas are entitled to relief under the law or equity, they are entitled
8 to such relief. *The effect on other parties, or the adjudication as a whole, is irrelevant to the Court's*
9 *determination of the Zamrzlas' motions.* The Zamrzlas cannot be denied a remedy to which they
10 are entitled, simple out of misguided fear that the broader adjudication will be adversely affected.

11 The Court should disregard the SP & WM's legally unsupported scare tactic.

12 **L. The Settling Parties and Watermaster Offer no Explanation for Why Parties**
13 **to the Litigation that Knew the Zamrzlas Were Not Small Pumpers and Knew**
14 **the Zamrzlas Had Not Been Served did Nothing to Correct the Error Prior to**
15 **Judgment.**

16 The Zamrzlas presented substantial evidence establishing that numerous parties to the
17 adjudication had personal knowledge that 1) the Zamrzlas were not small pumpers; 2) knew the
18 Zamrzlas were improperly classified as Small Pumpers; and 3) knew the Zamrzlas were not actively
19 involved in the adjudication. Evidence also established that despite this knowledge, at no point
20 during the years of ongoing litigation did any of these parties attempt to address or rectify the
21 Zamrzlas' improper classification or absence. At no point did any party tell the Zamrzlas, "This
22 adjudication affects *everyone* who pumps in the Antelope Valley." Such parties include Grimmway
23 Enterprises, the Van Dam family, and Eugene Nebeker.

24 Strangely, the WM includes in the closing brief as to Johnny Lee and Jeanette, conversations
25 between Johnny Zamrzla and acquaintances such as Delmar Van Dam and Norm Hickling, in which
26 the adjudication was discussed. The WM apparently wants this court to impute knowledge of a
27 father to a son, a ridiculous position unsupported by any legal authorities. The SP also implicitly
28 make the same connections in their combined closing brief. How are such conversations relevant
to Johnny Lee and Jeanette's motion? They are not and should be completely disregarded.

1 Rather than address why these parties knowingly failed to properly inform the Zamrzlas of
2 the threat to their water rights, the SP & WM attempt to conflate the two Zamrzla couples, in a
3 misguided effort to use Johnny's alleged knowledge of the adjudication (thoroughly rebutted in
4 Johnny and Pamella's closing brief) against Johnny Lee and Jeanette.

5 **M. The Zamrzlas Have Acted Diligently and are Entitled to Equitable Relief.**

6 The SP & WM again assert that the Zamrzlas delayed in bringing their motions, and should
7 be denied relief in equity on the basis of that delay. However, the evidence proves the Zamrzlas
8 have responded to the adjudication with diligence since they first became aware that it affected
9 their water rights in 2018. The SP & WM have no evidence of delay, they simply assert it to be so.
10 At the risk of being repetitive, the Zamrzlas must again outline the history of events, post-judgment:

11 At no point prior to December 2015 did anyone tell Johnny Lee or Jeanette they were subject
12 to the adjudication. (327:3-328:1, 328:21-329:3, 358:25-359:25.) Although Johnny Lee had
13 conversations with Delmar Van Dam about the adjudication before 2015, Delmar never told Johnny
14 Lee that he was subject to the adjudication. Rather, he told Johnny Lee to keep doing what he was
15 doing, and he would get a water right. (330:15-331:4.)

16 The Zamrzlas first received a letter from the Watermaster on July 16, 2018. In response,
17 they promptly retained Mr. Robert Brumfield, who requested on July 24, 2018, that the
18 Watermaster stipulate to the Zamrzlas being permitted to intervene in the litigation. **No response**
19 **was received.** Mr. Brumfield followed up again on August 6, 2018, **again no response was given**
20 **to the request.** (Z Exh. 19, pages 17-19; 95:7-15, 96:8-97:5, 245:11-17, 329:4-330:10.) Thus, the
21 initial delays began due to the Watermaster's failure to communicate with the Zamrzlas' counsel.

22 When the Watermaster requested information regarding how much water both sets of
23 Zamrzlas planned to pump in the future, Mr. Brumfield provided the requested information.
24 Sometime thereafter, the Watermaster began asserting the claim that the Zamrzlas were Small
25 Pumper Class members, which was the first time the Zamrzlas had heard this allegation or were
26 aware of a Small Pumper Class. On January 22, 2019, the Watermaster invoiced the Zamrzlas for
27 the year 2018 in the amount of \$273,165, based on erroneous information. Communication
28 between the Watermaster and the Zamrzlas ensued throughout 2019 and 2020. During this time

1 the Zamrzlas produced evidence regarding their actual water use and attempted to reach some sort
2 of reasonable settlement with the Watermaster. The Watermaster even sent the Zamrzlas a draft
3 settlement agreement on April 12, 2021, however, the agreement improperly lumped Johnny and
4 Pamella Zamrzla together with Johnny Lee and Jeanette Zamrzla as if they were one party.² (Z
5 Exh. 19, pages 17-19; 300:28-302:25, 329:4-330:10.) Thus, another two years elapsed as the
6 Watermaster strung the Zamrzlas along with settlement negotiations that, in the end, proved
7 fruitless.

8 Apparently unwilling to correct the problems with the draft settlement agreement, on
9 October 28, 2021, the Watermaster moved for monetary, declaratory, and injunctive relief against
10 the Zamrzlas. This motion was the first time the Watermaster acknowledged its error, now claiming
11 the Zamrzlas owe only \$28,755 based on their own reported 2018 pumping. Notwithstanding this
12 admission of error, the invoice for \$273,165 remains publicly posted to the Watermaster's website,
13 despite numerous requests that it be withdrawn. (Z Exh. 19, pages 17-19; 300:28-302:25, 329:4-
14 330:10.)

15 The Zamrzlas opposed the Watermaster's motion. The Watermaster filed a reply brief.
16 Four hearings were held as to the Watermaster's claims: December 10, 2021, January 25, 2022,
17 February 18, 2022, and March 4, 2022. (Z Exh. 19, pages 17-19.) Another hearing was held in
18 December, 2022, which was followed by the March 15-16, 2023 evidentiary hearing. This brings
19 us to the present. What the SP & WM cannot do is point to a period of time in which the Zamrzlas
20 did nothing. They insinuate that too much time has elapsed since the judgment, but have failed to
21 identify where the Zamrzlas unreasonably delayed.

22 **N. The Settling Parties Engaged in Improper Ex Parte Communication with the**
23 **Court.**

24 Finally, the Zamrzlas must lodge an objection here to the Settling Parties' improper ex parte
25 communication with the Court the day prior to their Closing Brief being filed. The Settling Parties
26 contacted counsel for the Zamrzlas a few days prior to their closing brief being due requesting that

27 ² This conflation of Johnny and Pamella with Johnny Lee and Jeanette continues to this day; see, for example, the
28 Settling Parties' joint brief in which they repeatedly conflate the two couples, and constantly use evidence relating to
one couple against the other.

1 the Zamrzlas stipulate that the Settling Parties be permitted to file one 40-page brief addressing all
2 four of the Zamrzlas, as opposed to two 20-page briefs, one addressing each couple. The Zamrzlas
3 declined to agree to this modification of the Court's order.

4 In short, a joint brief provided the Settling Parties more room to make their arguments than
5 they otherwise would have had. Introductions, Conclusions, Legal Arguments, and Factual
6 Background information that might need to be repeated in both briefs, now needed to be stated only
7 once. Further, the issues involving Johnny and Pamella have historically been more complex than
8 the issues involving Johnny Lee and Jeanette. Combining the briefs permitted the Settling Parties
9 a substantial number of additional pages to make their arguments. A review of the Settling Parties'
10 brief confirms this, as the vast majority is dedicated to joint arguments applicable to all the
11 Zamrzlas, or arguments specific to Johnny and Pamella. Very few pages are expended on
12 arguments specific to Johnny Lee and Jeanette only.

13 In response to the Zamrzlas declining to agree to the request, the Settling Parties contacted
14 the Court – *without informing or including the Zamrzlas* – and obtained the relief they sought. This
15 constituted an improper ex parte communication with the Court and it resulted in a substantial
16 material advantage to the Settling Parties.

17 III. CONCLUSION

18 Is there a remedy for a party that was not served with notice of the Antelope Valley
19 Groundwater Adjudication? If the Settling Parties and the Watermaster are to be believed, the
20 answer is no. No party who was not served notice of the adjudication can complain of that fact
21 when it is discovered. Rather, all the thousands of parties to the adjudication are now bound by the
22 judgment, in perpetuity, regardless of due process or other extenuating circumstances.

23 ///

24 ///

25 ///

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28 ///

1 Johnny Lee and Jeanette never received notice of the Antelope Valley Groundwater
2 litigation. They do not appear on any service list or mailing list. There is no evidence they were
3 served by any method. Johnny Lee and Jeanette by definition are not members of the small pumper
4 class. Johnny Lee and Jeanette are not parties to the 2015 judgment and request the Court issue an
5 order clarifying as much.

6
7 Dated: May 26, 2023

MATHENY SEARS LINKERT & JAIME, LLP

8
9 By: 

NICHOLAS R. SHEPARD, ESQ., Attorney
for Defendants, JOHNNY ZAMRZLA,
PAMELLA ZAMRZLA, JOHNNY LEE
ZAMRZLA AND JEANETTE ZAMRZLA
(collectively "ZAMRZLA'S")

EXHIBIT A

1 **RICHARD G. ZIMMER - SBN 107263**
2 **T. MARK SMITH - SBN 162370**
3 **CLIFFORD & BROWN**
4 **A Professional Corporation**
5 **Attorneys at Law**
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8 **Bakersfield, CA 93301-5230**
9 **(661) 322-6023**

10 Attorneys for Bolthouse Properties, LLC and
11 Wm. Bolthouse Farms, Inc.,

12 **SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF SANTA CLARA**

14 * * *

15 COORDINATION PROCEEDING) Judicial Council Coordination Proceeding
16 SPECIAL TITLE (Rule 1550(b))) No. 4408

17 ANTELOPE VALLEY GROUNDWATER) CASE NO. 1-05-CV-409053
18 CASES) Trial Date: 02/11/13

19 INCLUDED ACTIONS:

20 LOS ANGELES COUNTY)
21 WATERWORKS DISTRICT NO. 40 v.)
22 DIAMOND FARMING COMPANY, et al.,) ADDENDUM EXHIBITS A, B, C
23 Los Angeles Superior Court Case No.) AMENDED MAY 8, 2013, EXHIBITS P-1
24 BC325201) AND P-2 TO DECLARATION OF
25 ANTHONY L. LEGGIO IN LIEU OF

26 LOS ANGELES COUNTY) DEPOSITION TESTIMONY FOR
27 WATERWORKS DISTRICT NO. 40 v.) PHASE 4 TRIAL
28 DIAMOND FARMING COMPANY, et al.,)

29 Kern County Superior Court Case No. S-
30 1500-CV-254348)

31 DIAMOND FARMING COMPANY, and)
32 W.M. BOLTHOUSE FARMS, INC., v.)
33 CITY OF LANCASTER, et al.,)
34 Riverside Superior Court)
35 Case No. RIC 344436 [c/w case no. RIC)
36 344668 and 353840])

1 Bolthouse Properties, LLC hereby submits Exhibit A amended May 8, 2013, Exhibit B
2 amended May 8, 2013, and Exhibit C amended May 8, 2013 superseding Exhibits A, B, and C
3 previously provided in the Declaration of Anthony L. Leggio in Lieu of Deposition Testimony
4 for Phase 4 Trial.

5 In addition, Bolthouse Properties, LLC hereby submits Exhibits P-1 and P-2. These
6 exhibits are in response to inquiries made at the deposition of Anthony L. Leggio on April 23,
7 2013.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct. Executed this 13th day of May, 2013, at Bakersfield, California.

10
11 By:


12 ANTHONY L. LEGGIO
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1 PROOF OF SERVICE (C.C.P. §1013a, 2015.5)
2 *Antelope Valley Groundwater Cases*
3 *Judicial Counsel Coordination Proceeding No. 4408*
4 *Santa Clara County Superior Court Case No. 1-05-CV-049053*

5 I am employed in the County of Kern, State of California. I am over the age of 18 and
6 not a party to the within action; my business address is 1430 Truxtun Avenue, Suite 900,
7 Bakersfield, CA 93301.

8 On **May 10, 2013**, I served the foregoing document(s) entitled:

9 **ADDENDUM EXHIBITS A, B, C AMENDED MAY 8, 2013, EXHIBITS P-1 AND P-2**
10 **TO DECLARATION OF ANTHONY L. LEGGIO IN LIEU OF DEPOSITION**
11 **TESTIMONY FOR PHASE 4 TRIAL**

12 by uploading true copies thereof to the Santa Clara Superior Court's website as
13 directed by:

14 X BY SANTA CLARA SUPERIOR COURT E-FILEING IN COMPLEX LITIGATION
15 PURSUANT TO CLARIFICATION ORDER DATED OCTOBER 27, 2005.

16 Executed on **May 10, 2013**, at Bakersfield, California.

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

19 (Federal) I declare that I am employed in the office of a member of the Bar
20 of this Court at whose direction the service was made.

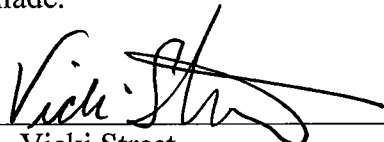
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Vicki Street
2455-2

EXHIBIT A

Amended 5/8/13

To Addendum Exhibits A, B, C Amended May 8, 2013,
Exhibits p-1 and P-2 to Declaration of Anthony L. Leggio
In Lieu of Deposition Testimony for Phase 4 Trial

BOLTHOUSE PROPERTIES, LLC**EXHIBIT A Amended 5/8/2013****APNs and Acreage**

APN	RANCH	ACRES
3378-023-005	Bushnell	29.43
3382-022-057	Bushnell	79.10
3382-023-017	Bushnell	19.55
3382-023-018	Bushnell	19.55
3382-023-027	Bushnell	116.84
3382-023-033	Bushnell	39.09
3382-023-034	Bushnell	38.20
3384-001-004	Bushnell	37.81
	Bushnell Total	379.57
3150-015-003	Minn	77.29
3150-015-004	Minn	79.09
3150-015-006	Minn	155.08
3150-016-019	Minn	29.66
3150-016-020	Minn	29.66
3150-016-021	Minn	28.76
3150-016-023	Minn	29.32
3154-017-009	Minn	40.00
3384-003-008	Minn	76.57
3384-003-010	Minn	19.55
3384-003-011	Minn	18.66
3384-004-004	Minn	81.68
3384-008-001	Minn	30.68
3384-008-020	Minn	39.09
3384-015-013	Minn	70.91
3384-016-013	Minn	40.00
3384-016-014	Minn	39.09
3384-017-001	Minn	79.09
3384-017-002	Minn	77.29
3384-017-003	Minn	76.40
3384-018-001	Minn	272.16
3384-018-002	Minn	39.00
3384-018-003	Minn	1.00
3384-018-004	Minn	153.38
3384-020-001	Minn	40.57
	Minn Total	1,623.98
3376-022-004	Pardee	20.00
3376-022-005	Pardee	20.00
3376-022-006	Pardee	18.48

BOLTHOUSE PROPERTIES, LLC

EXHIBIT A Amended 5/8/2013

APNs and Acreage

APN	RANCH	ACRES
3376-022-016	Pardee	36.74
3376-022-017	Pardee	19.27
3376-022-018	Pardee	17.17
3376-026-002	Pardee	7.64
3376-026-003	Pardee	9.33
3376-026-004	Pardee	9.34
3376-026-005	Pardee	9.35
3376-026-006	Pardee	9.35
3376-026-007	Pardee	9.36
3376-026-008	Pardee	9.37
3376-026-009	Pardee	7.97
3376-026-010	Pardee	8.82
3376-026-011	Pardee	8.92
3376-026-012	Pardee	8.90
3376-026-013	Pardee	8.63
3376-026-014	Pardee	8.54
3376-026-015	Pardee	8.80
3376-026-016	Pardee	8.82
3376-026-017	Pardee	8.72
3376-026-018	Pardee	8.73
3376-026-019	Pardee	8.83
3376-026-020	Pardee	8.82
3376-026-021	Pardee	8.55
3376-026-022	Pardee	8.68
3376-026-023	Pardee	8.95
3376-026-024	Pardee	8.96
3376-026-025	Pardee	8.86
3376-026-026	Pardee	8.05
3376-026-027	Pardee	9.45
3376-026-028	Pardee	9.45
3376-026-029	Pardee	8.26
3376-026-030	Pardee	8.25
3376-026-031	Pardee	9.43
3376-026-032	Pardee	9.42
3376-026-033	Pardee	7.72
3378-002-003	Pardee	35.69
3378-003-001	Pardee	156.38
3378-004-008	Pardee	79.09

BOLTHOUSE PROPERTIES, LLC**EXHIBIT A Amended 5/8/2013**

APNs and Acreage

APN	RANCH	ACRES
3378-005-001	Pardee	155.19
3378-005-002	Pardee	78.49
3378-005-004	Pardee	79.11
3378-005-005	Pardee	79.11
3378-005-006	Pardee	76.08
3386-013-010	Pardee	40.00
3386-014-001	Pardee	78.48
	Pardee Total	1,271.55
3075-011-017	Retlaw	40.00
3075-014-001	Retlaw	156.97
3075-015-001	Retlaw	1.00
3075-015-002	Retlaw	74.50
3075-015-003	Retlaw	40.00
3075-015-004	Retlaw	40.00
3075-015-005	Retlaw	40.00
3075-015-006	Retlaw	78.48
3075-015-007	Retlaw	38.48
3075-016-001	Retlaw	153.50
3075-016-002	Retlaw	76.71
3075-016-003	Retlaw	61.03
3075-016-004	Retlaw	18.49
3075-017-010	Retlaw	0.01
3075-017-011	Retlaw	2.00
3075-019-001	Retlaw	79.09
3075-019-002	Retlaw	19.77
3075-019-005	Retlaw	19.54
3075-019-006	Retlaw	20.00
3079-014-017	Retlaw	75.21
3079-015-001	Retlaw	156.36
3080-005-001	Retlaw	80.00
3080-005-002	Retlaw	95.03
3080-005-003	Retlaw	40.00
3080-005-009	Retlaw	47.67
	Retlaw Total	1,453.84
3032-004-020	S&P Rowen	6.41
3032-004-021	S&P Rowen	686.95
3091-020-019	S&P Rowen	38.48
3091-020-020	S&P Rowen	37.60

BOLTHOUSE PROPERTIES, LLC

EXHIBIT A Amended 5/8/2013

APNs and Acreage

APN	RANCH	ACRES
3091-021-018	S&P Rowen	635.15
3091-024-006	S&P Rowen	310.14
3091-024-007	S&P Rowen	304.31
	S&P Rowen Total	2,019.04
	Grand Total	6,747.98

EXHIBIT B

Amended 5/8/13

To Addendum Exhibits A, B, C Amended May 8, 2013,
Exhibits p-1 and P-2 to Declaration of Anthony L. Leggio
In Lieu of Deposition Testimony for Phase 4 Trial

BOLTHOUSE PROPERTIES, LLC
EXHIBIT B Amended 5/8/2013
Titleholder 2000 to Present

APN	RANCH	TITLEHOLDER	FROM	TO	TITLEHOLDER	FROM	TO	TITLEHOLDER	FROM	TO
3378-023-005	Bushnell	Estandia, N.V.	Jan 2000	Sep 2004	WM Bolthouse Farms, Inc.	Sep 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3382-022-057	Bushnell	David P Bushnell Trust	Jan 2000	Jul 2004	WM Bolthouse Farms, Inc.	Jul 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Nov 2005
3382-023-017	Bushnell	David P Bushnell Trust	Jan 2000	Jul 2004	WM Bolthouse Farms, Inc.	Jul 2004	Jan 2005			Present
3382-023-018	Bushnell	David P Bushnell Trust	Jan 2000	Jul 2004	WM Bolthouse Farms, Inc.	Jul 2004	Jan 2005			Present
3382-023-027	Bushnell	David P Bushnell Trust	Jan 2000	Jul 2004	WM Bolthouse Farms, Inc.	Jul 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Sep 2007
3382-023-033	Bushnell	David P Bushnell Trust	Jan 2000	Jul 2004	WM Bolthouse Farms, Inc.	Jul 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	May 2006
3382-023-034	Bushnell	David P Bushnell Trust	Jan 2000	Jul 2004	WM Bolthouse Farms, Inc.	Jul 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Jan 2008
3384-001-004	Bushnell	David P Bushnell Trust	Jan 2000	Jul 2004	WM Bolthouse Farms, Inc.	Jul 2004	Sep 2004			Sep 2004
3150-015-003	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3150-015-004	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3150-015-006	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3150-016-019	Minn	Avot Trust	Jan 2000	May 2001	WM Bolthouse Farms, Inc.	May 2001	Dec 2001			Dec 2001
3150-016-021	Minn	Avot Trust	Jan 2000	May 2001	WM Bolthouse Farms, Inc.	May 2001	Oct 2002			Oct 2002
3150-016-023	Minn	Avot Trust	Jan 2000	May 2001	WM Bolthouse Farms, Inc.	May 2001	Aug 2003			Aug 2003
3154-017-009	Minn	Avot Trust	Jan 2000	May 2001	WM Bolthouse Farms, Inc.	May 2001	Jan 2004			Jan 2004
3384-003-008	Minn	Estandia, N.V.	Jan 2000	Sep 2004	WM Bolthouse Farms, Inc.	Sep 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	May 2005
3384-003-010	Minn	Estandia, N.V.	Jan 2000	Sep 2004	WM Bolthouse Farms, Inc.	Sep 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Nov 2008
3384-003-011	Minn	Estandia, N.V.	Jan 2000	Sep 2004	WM Bolthouse Farms, Inc.	Sep 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Apr 2007
3384-004-004	Minn	Avot Nimrut	Jan 2000	May 2001	WM Bolthouse Farms, Inc.	May 2001	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3384-008-001	Minn	Claire Lade Living Trust	Jan 2000	Jun 2001	WM Bolthouse Farms, Inc.	Jun 2001	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3384-008-020	Minn	Claire Lade Living Trust	Jan 2000	Jun 2001	WM Bolthouse Farms, Inc.	Jun 2001	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3384-015-013	Minn	Avot Nimrut	Jan 2000	May 2001	WM Bolthouse Farms, Inc.	May 2001	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3384-016-013	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3384-017-001	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3384-017-002	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3384-017-003	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3384-018-001	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3384-018-002	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3384-018-003	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3384-018-004	Minn	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3384-020-001	Minn	Claire Lade Living Trust	Jan 2000	Jun 2001	WM Bolthouse Farms, Inc.	Jun 2001	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3378-022-004	Pardee	Juliana Ching	Jan 2000	Sep 2002	WM Bolthouse Farms, Inc.	Sep 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3378-022-005	Pardee	Juliana Ching	Jan 2000	Sep 2002	WM Bolthouse Farms, Inc.	Sep 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3378-022-006	Pardee	Juliana Ching	Jan 2000	Sep 2002	WM Bolthouse Farms, Inc.	Sep 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3378-022-016	Pardee	Piani Trust	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3378-022-017	Pardee	Piani Trust	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3378-022-018	Pardee	Piani Trust	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3378-022-019	Pardee	Piani Trust	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3378-022-020	Pardee	Pablo Group	Jan 2000	Nov 2000	WM Bolthouse Farms, Inc.	Nov 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3378-026-003	Pardee	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3378-026-004	Pardee	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3378-026-005	Pardee	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3378-026-006	Pardee	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3378-026-007	Pardee	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present

APN	RANCH	TITLEHOLDER	FROM	TO
		TITLEHOLDER	FROM	TO

TITLEHOLDER	FROM	TO
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BOLTHOUSE PROPERTIES, LLC
EXHIBIT B Amended 5/8/2013
Titleholder 2000 to Present

APN	RANCH	TITLEHOLDER	FROM	TO	TITLEHOLDER	FROM	TO	TITLEHOLDER	FROM	TO
3075-016-003	Retlaw	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3075-016-004	Retlaw	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3075-017-010	Retlaw	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3075-017-011	Retlaw	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3075-019-001	Retlaw	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3075-019-002	Retlaw	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3075-019-005	Retlaw	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3075-019-006	Retlaw	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3075-014-017	Retlaw	Estancia, N.V.	Jan 2000	Sep 2004	WM Bolthouse Farms, Inc.	Sep 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Jul 2006
3079-015-001	Retlaw	Estancia, N.V.	Jan 2000	Sep 2004	WM Bolthouse Farms, Inc.	Sep 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3080-005-001	Retlaw	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3080-005-002	Retlaw	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present
3080-005-003	Retlaw	Kenneth A Anderson	Jan 2000	Sep 2002	WM Bolthouse Farms, Inc.	Sep 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3080-005-009	Retlaw	Kenneth A Anderson	Jan 2000	Sep 2002	WM Bolthouse Farms, Inc.	Sep 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3032-004-020	S&P Rowen	R.A Rowan & Co	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3032-004-021	S&P Rowen	R.A Rowan & Co	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3091-020-019	S&P Rowen	Lutz E Issleib	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3091-020-020	S&P Rowen	Lutz E Issleib	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3091-021-018	S&P Rowen	Lutz E Issleib	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3091-024-006	S&P Rowen	Lutz E Issleib	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present
3091-024-007	S&P Rowen	Lutz E Issleib	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present

* Title to Water Well and water rights retained by
Bolthouse Properties, LLC

EXHIBIT C

Amended 5/8/13

To Addendum Exhibits A, B, C Amended May 8, 2013,
Exhibits p-1 and P-2 to Declaration of Anthony L. Leggio
In Lieu of Deposition Testimony for Phase 4 Trial

WM. BOLTHOUSE FARMS, INC.
7200 E. BRUNDAGE LANE
BAKERSFIELD, CA 93307
PHONE (661) 366-7205

MASTER FARM LEASE

LANDLORD: BOLTHOUSE PROPERTIES, LLC

TENANT: WM. BOLTHOUSE FARMS, INC.

This MASTER FARM LEASE (hereinafter the "Lease") is made on April 1, 2005, by and between BOLTHOUSE PROPERTIES, LLC, a California limited liability company (hereinafter "Landlord"), and WM. BOLTHOUSE FARMS, INC., a Michigan corporation, authorized to do business in the State of California (hereinafter "Tenant"), as described below. Landlord and Tenant are singularly referred to as a "Party" and collectively referred to as the "Parties."

1. Description of the Premises. Landlord leases to Tenant and Tenant hires from Landlord, on the terms and conditions herein, the property set forth in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter the "Premises").

2. Term. The initial term of this Lease is for a period of ten (10) years, commencing on April 1, 2005, and ending on March 31, 2015 (hereinafter the "Term"). Any extension of the Term as provided in Paragraph 4 shall also be referred to as the "Term."

3. Option to Extend.

A. Option. At the option of the Tenant, the Term of this Lease may be extended for up to three (3) succeeding terms of five (5) years each on the same terms, covenants and conditions and subject to the same exceptions and reservations herein contained, except that the rent shall be adjusted as set forth in Paragraph 8.

B. Exercise of Option. Each option shall be exercised only by the Tenant's delivery of written notice of exercise of such option to Landlord at least one hundred eighty (180) days prior to the expiration of the then-current Term; provided, however, that Landlord has the right to refuse to extend the Term if, as of the expiration of the then-current Term, (i) Tenant has been in receipt of a notice of default from Landlord for at least thirty (30) days and (ii) Tenant remains in default under this Lease as of the date of the expiration of the then-current

Term. If an option is not exercised by Tenant or if Landlord rightfully refuses to extend the Term, then any remaining option terms shall automatically expire and be extinguished for all purposes.

4. Holding Over. Any holding over after expiration of the Term of this Lease, with the consent of Landlord, shall be treated as a tenancy from month-to-month, on the same terms and conditions as specified in this Lease, as far as applicable, and with the exception of the Term and the Base Rent which shall be increased ten percent (10%) above the prior years rent.

5. Purpose. Tenant shall utilize the Premises only for planting, growing, and harvesting of agricultural crops and incidental uses thereto. Tenant shall not use, or permit to be used, any part of the Premises for any purpose other than the purposes for which the Premises are leased.

6. Condition. Tenant acknowledges that Tenant has conducted its own independent inspection of the Premises and is knowledgeable and satisfied with the acres available for farming and the condition of the Premises. Tenant agrees, on the last day of the term or sooner termination of this Lease, to surrender the Premises and appurtenances to Landlord in the same condition as when received and to remove all of Tenant's property from the Premises.

7. Lease Subject to Existing Rights. This Lease is subject to (a) all existing easements, servitudes, licenses, and rights-of-way for canals, ditches, levees, roads, highways, and telegraph, telephone, and electric power lines, railroads, pipelines, and other purposes whether recorded or not; and (b) the rights of other tenants or other third parties under any existing or future oil, gas, and mineral lease(s) from Landlord affecting the Premises or any portion thereof, whether recorded or not.

8. Rent.

A. Base Rent.

B. Rent Payable.

C. Base Rent Adjustment.

(i) First Anniversary Term -

(ii) Second Anniversary Term -

(iii) Third and Fourth Anniversary Term -

D. Sublease Income.

9. Improvements.

A. Maintenance, Repair and Replacement. Tenant shall be responsible to maintain, repair and replace when and where needed, all improvements located on the Premises and Tenant shall bear the entire cost and expense thereof, whether existing at the inception of the Lease or placed on the Premises by Tenant during the Lease. If during the Term Tenant wishes to replace or improve any improvement, then the cost of the replacement or improvement and installation shall be borne solely by the Tenant. Such improvement will be considered a part of the Premises at the time that it is installed and Tenant shall be required to maintain and repair it during the Term. For purposes of the Lease, (i) an "improvement" is equivalent to a "fixture" in real property law and (ii) an improvement is considered to be a chattel that has been permanently attached to the Premises. Such improvements include, but are not limited to roadways, fences, berms, buildings, other structures and irrigation wells and irrigation facilities including component parts of above-ground irrigation systems, electrical panels, pumps, pipelines, valves, siphons, waste gates and other irrigation facilities. More specifically, Tenant shall be solely responsible for all above-ground and below-ground water well maintenance and repairs and to rework or replace existing water wells and component parts in order to maintain existing water flow rates for all existing agricultural wells.

B. Ownership of Above-Ground and Below Ground Removable Irrigation Equipment. Landlord and Tenant acknowledge that all above-ground and below ground removable irrigation equipment is owned by Tenant consisting of motors, pumps and gearheads. Tenant shall retain ownership of all of these above-ground and below ground removable irrigation improvements including any improvements or replacement which Tenant installs or affixes to the Premises during the term of this Lease. Tenant agrees to not remove any such improvement until termination of this Lease and subject to Landlord's option to purchase these improvements as set forth in Paragraph 18.

10. Option to Reduce Premises by Landlord.

11. Substitution of Parcels of Land within the Premises.

12. Right to Sublease.

13. Waste. Tenant shall not commit, or permit others to commit, waste or a nuisance or any other act that could disturb the quiet enjoyment of Landlord or any occupant of adjacent property.

14. Buena Vista Ranch and Stockdale Ranch.

15. LRC Contract. Tenant acknowledges that the terms of this Lease and the rights of Tenant are subject to a prior agreement with Land Resource Concepts, Inc., a California corporation ("LRC") concerning LRC's right to acquire a certain property located in the Lancaster region as set forth on "Exhibit B". Tenant acknowledges that LRC has the right to acquire this property. As a result of the pending acquisition, Landlord has the right, upon six months prior notice, to terminate the Lease as to any portion of the property located in the Lancaster region. This right of cancellation shall be in addition to, and shall not be considered a part of, Landlord's right to reduce the Leased Premises pursuant to Paragraph 10 A. Tenant assumes the risk of all loss which may result therefrom and waives any claim or other right which Tenant may have as against Landlord or any third party as a result of the acquisition of this property by LRC. To the extent permitted by the agreement with LRC, Tenant will be entitled to any compensation for actual crop loss for which LRC will be responsible.

16. Lancaster Litigation. Landlord is currently involved in litigation currently filed in Riverside County Superior Court, Civil Action No. RIC 344436 consolidated with RIC 344668 and RIC 353840, and involving the City of Lancaster, Antelope Water District, Antelope Valley Water Company, Palm Ranch Irrigation District, Little Rock Creek Irrigation District, Palmdale Water District and Los Angeles County Waterworks District 40 and a second action currently filed in Kern County Superior Court, Civil Action No. S-500-CV 254348, involving Los Angeles County Water Waterworks District No. 40, Diamond Farming Company, Bolthouse Properties, Inc., City of Lancaster, City of Los Angeles, City of Palmdale, Little Rock Creek Irrigation District, Palmdale Water District, Palm Ranch Irrigation District and Quart Hill Water District, among others. Landlord shall remain responsible to defend these actions and prosecute the acquisition and preservation of water rights in the Lancaster area and shall remain in charge of the litigation as it pertains to the Premises or part thereof. Tenant shall cooperate with and reasonably assist Landlord by providing relevant documentation or testimony as needed in prosecuting and protecting the acquisition and preservation of these water rights.

17. Power Plant.

18. Condition, Surrender and Option to Purchase Irrigation Equipment. Tenant accepts the Premises in its present condition. Tenant agrees, on the last day of the Term or sooner termination of this Lease, to surrender the Premises and appurtenances to Landlord in the same or similar condition as when received and to remove all of Tenant's property from the Premises. Landlord shall have the option to purchase any above-ground or below ground removable irrigation equipment owned by Tenant at the time of surrender of the Premises. The purchase price shall be the then fair market value of the improvements to be purchased. Fair market value shall be determined by mutual agreement of the Parties. If the Parties are unable to reach a mutual agreement, the Parties shall select a qualified individual to value such improvements and such third party valuation shall be binding on the parties. The parties shall share equally the expense of such appraisal.

19. Insurance Coverage.

A. Tenant agrees to maintain during the Term, at Tenant's expense, public liability insurance with a company satisfactory to Landlord for protection against liability to the public and Tenant's employees, independent contractors and invitees arising as an incident to the use of or resulting from any accident occurring in or about the Premises. The limits of liability are to be in amounts of not less than _____ for any one person injured, _____ for any accident, and _____ for property damage.

B. Tenant agrees to maintain during the Term, at Tenant's expense, proper and adequate workers' compensation insurance.

C. Tenant shall name Landlord as an additional insured on all such insurance policies (except workers' compensation insurance) and Tenant shall provide that the insurance carrier(s) shall notify Landlord in writing at least thirty (30) days prior to any modification or cancellation of such insurance and Tenant shall provide proof of insurance on an annual basis. Tenant agrees that if Tenant does not keep such insurance in force, Landlord may obtain such insurance and pay the premium. Repayment of the premium shall be added to the rent payment and such payment shall be made upon demand by Landlord.

20. Inspection, Access, Construction of Improvements and Records.

A. Access. Tenant shall permit Landlord, Landlord's agents and assigns, at all reasonable times during the Lease Term, to enter the Premises and to use the roads established on the Premises for purposes of inspection to determine compliance with the terms of this Lease, exercise of all rights of Landlord under this Lease, posting notices, conducting any pre-development activities and all other lawful purposes. Tenant shall supply Landlord, Landlord's agents and assigns with keys and other instruments necessary to effect entry on the Premises and all parts thereof if locked or gated.

B. Construction of Improvements. Landlord reserves the right, at its reasonable discretion, to construct improvements to the Premises and to take any other action to improve the Premises such as granting easements, constructing or relocating power, sewer, water or other utility lines and the like. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, losses (including reasonable crop damages) and liabilities arising from or in connection with Landlord's exercise of its rights hereunder.

C. Application Records. Tenant shall make and keep pertinent records of all chemicals, pesticides, fertilizers, and other materials used or applied on the Premises, including identity, dates of, and rates of application and shall make them available to Landlord and Landlord's agents and assigns, at all reasonable times, for inspection.

21. Farming Practices. All operations incident to the permitted uses of the Premises shall be carried in accordance with the best husbandry and cultural practices utilized in the

vicinity of that portion of the Premises being evaluated, including, but not limited to, control of and economical use of irrigation water, maintenance of sufficient leveling of the surface of the irrigable part of the Premises for the method of irrigation as it exists at the time Tenant goes into possession, institution of diligent efforts to prevent the spread of noxious weeds and to protect the Premises from infestations of insects and other pests. On default of Tenant to do so, Landlord reserves the right, after having given thirty (30) days notice, to take all necessary remedial measures at Tenant's expense for which Tenant shall reimburse Landlord upon demand.

22. Utilities and Real Property Taxes.

A. Tenant shall pay all electric and other utility bills, for service supplied to the Premises in a timely fashion and where feasible, Tenant shall put the accounts in Tenant's name.

B. Tenant shall pay all assessments and all real property and personal property taxes assessed against the Premises in a timely fashion. Tenant shall provide Landlord with proof of payment as each payment is made.

23. Expenses. Tenant shall, at its own risk and expense, provide and promptly pay for all labor, water, fertilizer, farm implements, seed, building maintenance, and other materials and services of whatsoever kind or nature which may be used for the planting, cultivation, irrigation, production, and harvesting of crops and other permitted uses and maintenance of the Premises and Landlord shall not be liable for any part thereof, except as specifically set forth in this Lease.

24. Water. Tenant shall have the use of all rights to water for permitted uses hereunder. However, Landlord assumes no responsibility for the quality or quantity of the water supply to the Premises or any part thereof. Tenant shall conduct its own independent investigation of the availability and quality of water and assumes all risks involving the quantity and quality of water and the condition of the well(s), pump(s), pipelines and all other parts of the irrigation system on the Premises. In no event shall Landlord be liable or responsible for any crop loss, loss of profit, or other direct or consequential damages resulting from the unavailability of water, water quality or any failure of the irrigation systems.

25. Insurance Hazards. Tenant shall not use the Premises, or permit others to use it, or do or permit acts that will increase the existing rates of insurance on the Premises or cause cancellation of any insurance policy covering the Premises or part thereof. Tenant shall comply with all requirements of any insurance organization providing the Premises with insurance coverage which is necessary for the maintenance of any reasonable fire and public liability insurance covering the Premises and the crops thereon.

26. DISCLAIMER OF WARRANTIES: LANDLORD MAKES NO WARRANTY EXCEPT AS SPECIFICALLY SET FORTH HEREIN. LANDLORD DISCLAIMS AND TENANT WAIVES AND RELEASES ALL RIGHTS AND REMEDIES OF TENANT AND ALL WARRANTIES AND OBLIGATIONS OF LANDLORD, EXPRESS OR IMPLIED, ARISING OUT OF LAW OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTY OF (i) THE PREMISES SUITABILITY FOR GROWING CROPS; (ii) THE ABSENCE OF DELETERIOUS ORGANISMS, (iii) THE PREVAILING CLIMATIC CONDITIONS AND/OR OTHER FACTORS THAT MIGHT PERTAIN TO THE ABILITY TO SUCCESSFULLY GROW AND HARVEST THE CROPS AND/OR (iv) THE QUANTITY OR QUALITY OF WATER AVAILABLE TO THE PREMISES. TENANT HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE SUITABILITY OF THE PREMISES FOR THE USES AUTHORIZED UNDER THIS LEASE.

27. Mineral Rights. All rights in minerals, oil, gas, and other hydrocarbons located on or under the Premises which are owned by Landlord, are reserved by Landlord and are excepted from the Premises covered by the terms of this Lease. Tenant expressly grants to Landlord, and anyone acting under Landlord's rights, a right of entry and a right-of-way for ingress and egress, in and to, over and on, the Premises during the Term for exploration, drilling, and mining of minerals, oil, gas, and other hydrocarbons on the Premises; provided, Landlord shall reimburse Tenant for any damages that Tenant sustains as a result of any interference with the agricultural operations conducted under this Lease arising from exploration, drilling, and/or mining operations.

28. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the Term of this Lease. If Tenant does abandon or vacate the Premises or if Tenant is dispossessed by process of law or otherwise, subject to Paragraph 36 C, any personal property belonging to Tenant and left on the Premises shall be kept for a reasonable time by Landlord, but in no event longer than ten (10) days, after Landlord gives Tenant notice to remove the property from the Premises, after which time, if it has not been reclaimed by Tenant, it may be treated by Landlord as abandoned.

29. Alterations. Tenant shall not make or permit to be made any alteration of the Premises with a cost in excess _____ without the prior written consent of Landlord.

30. HAZARDOUS MATERIAL.

A. AS USED HEREIN, THE TERM "HAZARDOUS MATERIAL" MEANS ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL, OR WASTE WHICH IS OR BECOMES REGULATED BY ANY LOCAL GOVERNMENTAL AUTHORITY, THE STATE OF CALIFORNIA, OR THE UNITED STATES GOVERNMENT.

B. LANDLORD REPRESENTS AND WARRANTS THAT ALL HANDLING, TRANSPORTATION, STORAGE, TREATMENT, OR USE OF HAZARDOUS MATERIAL THAT HAS OCCURRED ON THE PREMISES, IF ANY, PRIOR TO THE DATE OF THIS LEASE HAS BEEN IN COMPLIANCE WITH ALL LAWS AND REGULATIONS THEN IN EXISTENCE REGULATING HAZARDOUS MATERIAL, AND THAT THE PREMISES IS, AS OF THE DAY BEFORE TENANT CAME INTO POSSESSION, IN COMPLIANCE WITH ALL LAWS AND REGULATIONS THEN IN EXISTENCE REGULATING THE HANDLING, TRANSPORTATION, STORAGE, TREATMENT, USE AND DISPOSITION OF HAZARDOUS MATERIAL.

C. TENANT SHALL NOT CAUSE OR PERMIT ANY HAZARDOUS MATERIAL TO BE BROUGHT UPON OR USED IN OR ABOUT THE PREMISES BY TENANT, ITS AGENTS, CONTRACTORS, OR INVITEES WITHOUT THE PRIOR CONSENT OF LANDLORD, WHICH SHALL NOT BE UNREASONABLY WITHHELD BY LANDLORD CONDITIONED UPON TENANT'S DEMONSTRATION TO LANDLORD'S REASONABLE SATISFACTION THAT SUCH HAZARDOUS MATERIAL IS NECESSARY OR USEFUL TO TENANT'S AGRICULTURAL OPERATIONS AND WILL BE USED AND STORED IN COMPLIANCE WITH ALL LAWS, REGULATIONS, AND ORDINANCES REGULATING SUCH HAZARDOUS MATERIAL.

D. NOTWITHSTANDING THE ABOVE, TENANT SHALL NOT BE REQUIRED TO OBTAIN ANY PRIOR WRITTEN CONSENT FROM LANDLORD FOR THE USE OF ANY CHEMICALS, PESTICIDES, FERTILIZERS OR OTHER MATERIALS ACTUALLY CONSUMED OR UTILIZED IN THE FARMING OF THE PREMISES IN COMPLIANCE WITH ALL THEN EXISTING APPLICABLE LAWS, REGULATIONS, AND ORDINANCES.

E. IF THE PRESENCE OF HAZARDOUS MATERIAL ON THE PREMISES IS CAUSED OR PERMITTED BY TENANT DURING THE TERM AND RESULTS IN CONTAMINATION OF THE PREMISES OR THE WATER THEREUNDER IN VIOLATION OF ANY LAWS, REGULATIONS, AND ORDINANCES IN EXISTENCE AT THE TIME SUCH HAZARDOUS MATERIAL WAS BROUGHT UPON OR USED IN OR ABOUT THE PREMISES BY TENANT, THEN TENANT SHALL INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, FINES, ATTORNEYS' FEES, LOSS OF RENT OR DIMINUTION IN VALUE OF THE PREMISES, WHICH ARISE AS A RESULT OF SUCH CONTAMINATION BY TENANT. THIS INDEMNIFICATION OF LANDLORD BY TENANT ALSO INCLUDES COSTS INCURRED FOR SITE INVESTIGATION, CLEANUP, REMOVAL, OR RESTORATIVE WORK REQUIRED BY ANY GOVERNMENTAL AGENCY HAVING AUTHORITY TO REQUIRE SUCH WORK DUE TO THE PRESENCE OF HAZARDOUS MATERIAL CAUSED BY TENANT IN VIOLATION OF THE SAID LAWS, REGULATIONS, AND ORDINANCES. NO ACTION SHALL BE BROUGHT AGAINST TENANT UNDER THIS PARAGRAPH 30 MORE THAN TEN (10) YEARS AFTER ANY BREACH OF THE OBLIGATIONS STATED HEREIN.

31. General Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord and its members, managers, employees, anyone acting on its behalf and its successors and assigns from and against all claims, judgments, damages, liabilities, penalties, losses, attorneys' fees and costs which arise during the Term or after the Term expires or the Lease is terminated, which result from Tenant's activities and/or farming operations and/or the actions of Tenant's employees, agents or representatives, even though caused by the concurrent or contributory fault of Landlord, except where caused solely by the negligence or willful misconduct of Landlord. Landlord shall have the right, but not the duty, to participate in the defense of any such claim or liability with attorneys of its own selection without relieving Tenant

of any of its obligations hereunder. This indemnity provision shall survive the termination of this Lease.

32. Compliance with Law. In all operations under this Lease, or on the Premises, Tenant shall, at its own expense, promptly comply with any and all laws, ordinances, rules, regulations and requirements whatsoever, present or future of the national, state, county or municipal government which in any way, apply to the use, maintenance, occupation and/or operations of the Premises or activities incidental thereto.

33. Soil Testing. During the Term, Landlord shall have the right during the Lease to take soil samples, inspect for the spread of noxious weeds and conduct soil tests on the Premises, such soil sampling and soil testing being done by state or federal agencies or by testing laboratories licensed by the State of California, to determine the soil fertility and the amount of soluble minerals and essential elements in the soil. If there has been any substantial increase in the spread of noxious weeds or decrease in the soil fertility or depletion of the soluble minerals and essential elements in the soil, adversely affecting the agricultural productivity of the Premises, Tenant shall, within ten (10) days after written notice of demand from Landlord, take appropriate remedial action to remove the noxious weeds or restore the soil fertility and the former level of soluble minerals and essential elements. A failure of Tenant to comply with such notice and demand shall constitute a breach of this Lease and, in addition, shall authorize Landlord to take appropriate steps to remove the noxious weeds or to restore the Premises to the level of fertility and productivity as shown in the initial tests made as herein provided, all at the expense of Tenant.

34. Default. Tenant shall be in material default under this Lease if:

A. Tenant fails to pay rent or any other charge required to be paid by Tenant within fifteen (15) days of when due;

B. If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) day period and thereafter diligently pursues its completion. Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease; or,

C. A receiver is appointed to take possession of all or substantially all assets of Tenant or there is a general assignment by Tenant for benefit of creditors, or an action taken or suffered by Tenant under any insolvency or bankruptcy act.

35. Remedies Upon Default. In the event of a default of this Lease, and in addition to all other rights and remedies Landlord may have at law, in equity or otherwise, Landlord shall have the option to do any or all of the following:

A. Reentry. Immediately reenter and remove all persons and property from the Premises and take possession of all crops, harvested or unharvested, and maintain or market

them as appropriate and to store the non-perishable personal property in a public warehouse or elsewhere at the sole cost and expense of and for the account of Tenant. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant.

B. Collection of Rent. To collect by suit or otherwise, pursuant to the provisions of section 1951.4 of the California Civil Code, each installment of rent or other sum as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed, it being specifically agreed that all unpaid installments of rent or other sums shall bear interest at the highest rate authorized by law from the due date thereof until paid.

C. Termination of Lease. Termination of this Lease, in which event Tenant shall immediately surrender possession of the Premises, and pay to Landlord, in addition to any other remedy Landlord may have, all damages Landlord may incur by reason of Tenant's default, including the cost of recovering the Premises, and including:

(i) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided. The express intent of this subparagraph 23.3 is to grant to Landlord all remedies specified in paragraphs (a)(1), (a)(2), (a)(3) and (a)(4) of Section 1951.2 of the California Civil Code; and

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform the Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

D. Reletting. Should Landlord elect to reenter, as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or may from time to time, without terminating this Lease, relet the Premises, or any part thereof, as the agent and for the account of Tenant, either in the Landlord's name or otherwise, upon such terms and conditions and for such period (whether longer than the balance of the term hereof or not) as Landlord may deem advisable, either with or without any equipment or fixtures that may be situated thereon or therein, in which event the rents received on any such reletting during the balance of the term of this Lease, or any part thereof, shall be applied first to the expenses of reletting and collecting including necessary renovation and alteration of the Premises and reasonable attorney's fees, and any real estate commission actually paid and, thereafter, toward payment of all sums due or to become due to

Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Tenant shall pay to Landlord monthly any deficiency, and Landlord may sue therefor as each monthly deficiency shall arise. Such monthly deficiencies shall be paid punctually when due.

36. Agricultural Programs. Tenant may enter into any governmental or privately arranged soil conservation, cropping, and/or crop control agreements or programs without Landlord's prior written consent only so long as any such agreement or program does not place an encumbrance, lien, or charge on or against the Premises or otherwise affect the use or title to the Premises beyond the Term of this Lease.

37. Arbitration. Any dispute that arises between Landlord and Tenant regarding this Lease except for the payment of rent, shall be resolved by binding arbitration pursuant to CCP §1282 through §1284.2 in Kern County, California. The parties shall mutually select an arbitrator but if the parties cannot so agree, then three arbitrators shall be selected, one of whom shall be selected by Landlord, one by the Tenant, and the third of whom, who shall be the chairman, shall be selected by the other two arbitrators. The three arbitrators, so selected, shall then hear and determine the controversy according to law, and their decision shall be final and binding on Landlord and Tenant. The cost of the arbitration shall be borne equally by Landlord and Tenant. Judgment upon the award of arbitrator(s) may be entered into in any court having jurisdiction.

38. Attorneys' Fees and Venue. In the event of default or deficiency or violation of any of the terms or conditions herein which require the employment of an attorney by either party to enforce this Lease or a civil action or arbitration, the prevailing party shall be entitled to all costs and reasonable attorneys' fees incurred therefor. Kern County shall be the proper venue for any litigation or arbitration as a portion of the Premises is located in Kern County and the last act to make this Lease enforceable occurred in Kern County.

39. Waiver. The waiver by Landlord of any default or breach by Tenant shall not be treated as a waiver of such term covenant or condition or as a waiver of a future breach of the same covenant or condition contained in this Lease. Acceptance of rent by Landlord shall not be treated as a waiver of any previous breach by Tenant.

40. Notices. Any notice to be given to either party by the other shall be in writing and shall be served upon either personally or by registered certified mail addressed as follows:

Landlord: BOLTHOUSE PROPERTIES, LLC
Attention: Anthony L. Leggio, Manager
2000 Oak Street, Suite 250
Bakersfield CA 93301

Tenant: WM. BOLTHOUSE FARMS, INC.
Attention: Andre Radandt, President
7200 E. Brundage Lane
Bakersfield CA 93307-3016

41. Integration. This Lease constitutes the sole and only agreement between Landlord and Tenant respecting the Premises and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises not expressly set forth in this Lease are null and void.

42. Binding Effect. This Agreement shall inure to the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, agents, members, managers, directors, officers, partners, successors, and all other acting for, under, or in concert with such parties.

43. Severability and Construction. A determination by a Court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable, shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect. However, the parties will use their best efforts to add a provision to this Lease which will, to the extent legally possible, carry out the intent of any invalidated provision. Further, this Lease shall not be construed against either party since its terms were negotiated equally by the parties.

44. Modification. This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.

45. Time is of the Essence. Time is hereby expressly declared to be of the essence in this Lease and all terms and conditions herein.

46. Headings. Headings are for convenience of the parties only and do not form a part of this Agreement.

47. Separate Counterparts. This Lease may be executed in two (2) separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract.

Executed at Bakersfield, California, on the date above-written.

"Landlord"

"Tenant"

BOLTHOUSE PROPERTIES, LLC, a
California limited liability company

WM. BOLTHOUSE FARMS, INC., a
Michigan corporation

By [Signature]
Its President

By [Signature]
Its President

EXHIBIT P-1

To Addendum Exhibits A, B, C Amended May 8, 2013,
Exhibits P-1 and P-2 to Declaration of Anthony L. Leggio
In Lieu of Deposition Testimony for Phase 4 Trial

Bolthouse Properties, LLC

Exhibit P-1

Crop Rotation

FIELDS	ACRES	2012	2011	2010	2009	2008	2007	2006
Rowan 2-1	50	Barley	carrots	Barley	fallow	carrots	fallow	fallow
Rowan 2-2	75	Barley	carrots	Barley	fallow	carrots	fallow	fallow
Rowan 2-3	75	Barley	carrots	Barley	fallow	carrots	fallow	fallow
Rowan 2-4	75	carrots	Barley	Barley	carrots	fallow	carrots	fallow
Rowan 2-5	75	carrots	Barley	Barley	carrots	fallow	carrots	fallow
Rowan 2-6	40	Barley	Barley	carrots	fallow	fallow	carrots	fallow
Rowen 2-7	40	Barley	Barley	carrots	wheat	fallow	fallow	carrots
Rowen 2-8	75	Barley	Barley	carrots	wheat	fallow	fallow	carrots
Rowen 2-9	75	carrots/sudan	Barley	Barley	carrots	fallow	fallow	carrots
S & P 26-1	124	carrots/sudan	Barley	Barley	carrots	carrots	fallow	fallow
S & P 26-2	124	Barley	carrots	Barley	wheat	fallow	fallow	carrots
S & P 26-3	124	Barley	Barley	carrots	wheat	fallow	fallow	carrots
S & P 26-4	124	Barley	Barley	carrots	onions	fallow	carrots	fallow
S & P 27-4	60	carrots/sudan	Barley	Barley	carrots	carrots	fallow	fallow
S & P 35-1	124	Barley	carrots	Barley	fallow	carrots	fallow	fallow
S & P 35-2	124	Barley	carrots	Barley	fallow	fallow	carrots	fallow
S & P 35-3	120	carrots/sudan	Barley	Barley	carrots	fallow	fallow	carrots
S & P 35-4	120	Barley	Barley	carrots	fallow	fallow	carrots	fallow
AJAMIAN 27-4	28	carrots	Barley	Barley	carrots	onions	carrots	fallow
Back 32-2	123	Barley	carrots	Barley	onions	Sod/Carr.	Sod	carrots
Big Field 33-1	123	Barley	carrots	Barley	fallow	carrots	Sod	fallow
Big Field 33-1 A	15	Barley	carrots	Barley	onions	carrots	fallow	fallow
Desert 34-1	123	carrots	Barley	Barley	carrots	onions	carrots	fallow
Yard 33-2	92	carrots	Barley	Barley	carrots	Mustard/Sod	Sod	carrots
Yard 33-2 A	20	carrots	Barley	Barley	carrots	onions	Sod	carrots
Anderson 5-2	122	carrots	Barley	Barley	carrots	Sod	Sod	carrots
Turner 5-1	44	Barley	Barley	carrots	onions	carrots	Onions	fallow
BROWN 34-3	109	Barley	Barley	carrots	wheat	Sod	carrots	fallow
BROWN 34-4	123	Barley	Barley	carrots	potatoes	carrots	onions	onion/fall
BALZER 29-3	62	Fallow	Fallow	Barley	carrots	onions	fallow	carrots
QUAN 32-4	92	Barley	carrots	Barley	wheat	carrots	onions	onions
SHETLER 28-4	124	Fallow	Fallow	carrots	Pot/wheat	onions	carrots	fallow
Mashiyama W	78				wheat	onions	onions	fallow
Mashiyama 28-4	62	Barley	Barley	carrots	onions	onions	fallow	fallow
DACK 29-3	64	carrots	Onions	onions	carrots	potatoes	carrots	fallow
TESTO 14-2 N	24	carrots	onions	Fallow	onions	fallow	fallow	fallow
TESTO 14-2 S	31	carrots	onions	Fallow	onions	fallow	fallow	fallow
TESTO 14-2 E	31	Carrots	Fallow	Fallow	fallow	fallow	fallow	fallow
HAWAIIAN 29-1	122	carrots	onions	onions	wheat	carrots	potatoes	carrots
HUANG 30-2	60	Barley	Barley	carrots	fallow	potatoes	carrots	onions
HUANG 30-4	60	Barley	Barley	carrots	wheat	fallow	carrots	onions
PARDEE 30-3	28	Barley	Barley	carrots	wheat	carrots	fallow	fallow
LAID 13-3	60	Barley	Barley	Barley	carrots	onions	potatoes	carrots
Laid 13-3 A	22	Barley	Barley	Barley	carrots	onions	potatoes	carrots
LEVISTE 29-4	124					onions	carrots	onions
REINELT 9-3	122		Car./Su.	potatoes	fallow	carrots	onions	onions
PARDEE 20-3	121	Barley	Barley	carrots	fallow	carrots	onions	potatoes
PARDEE 20-4	117	Barley	carrots	Barley	fallow	carrots	fallow	fallow
PARDEE 28-1	71	Barley	Barley	Barley	carrots	carrots	potatoes	carrots
PARDEE 28-2	126	Barley	Barley	Barley	carrots	carrots	potatoes	carrots
Pardee 28-4	126	Barley	carrots	potatoes	onions	carrots	fallow	fallow
CHING 21-3	122	Barley	carrots	Barley	onions	carrots	fallow	potatoes
PIANE 21-4	102	Barley	Barley	carrots	fallow	potatoes	carrots	fallow
AVOL 25-2	31	carrots	Barley	Barley	wheat	onions	carrots	fallow
AVOL 25-3	61	Barley	Barley	Barley	fallow	onions	carrots	fallow
BUSHNEIL 10-3	57	Barley	Barley	carrots	fallow	potatoes	carrots	fallow
BUSHNEIL 10-4 E	56	carrots	Barley	onions	onions	carrots	fallow	fallow
BUSHNEIL 10-4 N	36	carrots	Barley	Barley	carrots	onions	fallow	fallow
BUSHNEIL 10-4 S	34	Barley	Barley	carrots	wheat	onions	carrots	fallow
BUSHNEIL 15-2	29	carrots	Barley	onions	onions	carrots	fallow	fallow
AVOL 14-3	68	Barley	Barley	carrots	fallow	onions	carrots	fallow
BLUM 24-1	90				carrots	onions	carrots	fallow

Bolthouse Properties, LLC

Exhibit P-1

Crop Rotation

<u>FIELDS</u>	<u>ACRES</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>
AVOL 23-2	62	Barley	Barley	Barley	onions	carrots	fallow	fallow
AVOL 21-1	92	Barley	carrots	Barley	wheat	carrots	onions	onions
LRC 21-2	72					carrots	onions	fallow
MINN 21-3	122	Barley	Barley	carrots	fallow	Pot/onions	carrots	fallow
Minn 21-4	125	Onions	Barley	carrots	fallow	onions	potatoes	carrots
MINN 22-2	124	Car./Bar	Barley	Bar./onion	carrots	onions	fal/pot.	carrots
Minn 22-3	124	Barley	carrots	Barley	onions	carrots	onions	fallow
MINN 22-4	124	Barley	Barley	carrots	Barley	carrots	onions	potatoes
MINN 23-1	28	Barley	carrots	carrots	fallow	carrots	fallow	fallow
MINN 23-3	85	Barley	Barley	carrots	fallow	onions	carrots	fallow
MINN 23-4	90	carrots	Barley	Bar./onion	carrots	onions	potatoes	carrots

Bolthouse Properties, LLC

Exhibit P-1

Crop Rotation

<u>FIELDS</u>	<u>ACRES</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>	<u>2002</u>	<u>2001</u>
Rowan 2-1	116	carrots	fallow	fallow	carrots	fallow
Rowan 2-2	116	carrots	fallow	fallow	carrots	fallow
Rowan 2-3	112	fallow	carrots	wheat	fallow	carrots
Rowan 2-4	114	fallow	carrots	wheat	fallow	carrots
Rowan 2-5	111	fallow	fallow	carrots	fallow	fallow
Rowan 2-6	109	fallow	fallow	carrots	fallow	fallow
S & P 26-1	162	carrots	fallow	fallow	fallow	fallow
S & P 26-2	161	fallow	carrots	sesbania	fallow	fallow
S & P 26-3	153	fallow	fallow	carrots	fallow	fallow
S & P 26-4	157	fallow/carrots	fallow/carrots	sesbania	fallow	fallow
S & P 27-4	74	fallow	fallow	carrots	fallow	fallow
S & P 35-1	160	carrots	fallow	fallow	carrots	fallow
S & P 35-2	155	fallow	fallow	carrots	fallow	carrots
S & P 35-3	160	fallow	carrots	wheat	fallow	carrots
S & P 35-4	151	fallow/carrots	fallow/carrots	fallow/carrots	carrots	fallow
AJAMIAN 27-4	38	onions	carrots	carrots	fallow	fallow
BACK 32-2 N	40	fallow	carrots	fallow	carrots	potatoes
BACK 32-2 S	43	fallow	TR/H2O	carrots	fallow	carrots
BIG FIELD 33-1 N	95	carrots	TR/H2O	fallow	carrots	potatoes
BIG FIELD 33-1 S	105	onions	TR/H2O	carrots	fallow	carrots
DESERT 34-1 N	77	fallow	TR/H2O	onions	carrots	potatoes
DESERT 34-1 S	78	fallow	TR/onions	carrots	fallow	carrots
YARD 33-2 N	72	fallow	TR/permit	wheat	carrots	fallow
YARD 33-2 S	88	fallow	TR/onions	carrots	fallow	carrots
ANDERSON 5-2N	47	fallow	TR/carrots	onions	carrots	potatoes
ANDERSON 5-2S	39	fallow	TR/carrots	onions	carrots	potatoes
QUAN 32-4	118	fallow	carrots	sesbania	fallow	fallow
TURNER 5-1 N	84	fallow	TR/fallow	wheat	carrots	onions
TURNER 5-1 S	48	fallow	fallow	carrots	fallow	carrots
BROWN 34-3	109	fallow	TR/permit	/sesbania/pern	fallow	carrots
ARNOLD 34-3	40	fallow	carrots	sesbania	fallow	fallow
BROWN 34-4	78	fallow	TR/carrots	wheat	carrots	onions
CAMELLO 34-4	80	fallow	carrots	fallow	fallow	fallow
HORSE RANCH 28-3	125	fallow	TR/potatoes	carrots	fallow	carrots
HUEGA 29-4	52	fallow	TR/potatoes	wheat	carrots	potatoes
BALZER 29-3	88	fallow	carrots	sesbania	fallow	fallow
SHETLER 28-4	142	fallow	TR/H2O	wheat	carrots	potatoes
LAID 13-3	113	fallow	onions	carrots	carrots	fallow
DACK 29-3	80	fallow	carrots	onions	carrots	carrots
MONACO 29-3	13	fallow	carrots	onions	carrots	fallow
GROSS 20-3	60	fallow	onions	carrots	carrots	fallow
HAWAIIAN 29-1	157	fallow	TR/potatoes	carrots	onions	carrots
HUANG 30-2	77	fallow	carrots	onions	carrots	carrots
HUANG 30-4	77	fallow	carrots	onions	carrots	carrots
LEVISTE 29-4	157	fallow	carrots	onions	carrots	fallow
PARDEE 20-3	157	carrots	TR/H2O	potatoes	carrots	onions
PARDEE 20-4	155	fallow	TR/potatoes/fa	permit/carrots	onions	carrots
PARDEE 28-1	124	fallow	TR/onions/fallo	carrots	onions	carrots
PARDEE 28-2	120	fallow	TR/onions	carrots	onions	carrots

Bolthouse Properties, LLC

Exhibit P-1

Crop Rotation

<u>FIELDS</u>	<u>ACRES</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>	<u>2002</u>	<u>2001</u>
KASTNER 28-2	21	fallow	onions	carrots	fallow	fallow
PARDEE 28-3	82	carrots	TR/potatoes	onions	carrots	onions
PARDEE 28-4	83	carrots	TR/potatoes	onions	carrots	wheat
PARDEE 30-3	36	onions	carrots	onions	carrots	carrots
CHING 21-3	61	carrots	onions	carrots	potatoes	fallow
PIANE 21-4	71	fallow	TR/H2O	wheat/potatoes	carrots	onions
BUSHNEIL 10-3	71	onions	carrots	fallow	carrots	wheat
BUSHNEIL 10-4 E	70	carrots	TR/H2O	fallow	carrots	wheat
BUSHNEIL 10-4 W	99	onions	onions/fallow	carrots	silage	carrots
BUSHNEIL 15-2	34	carrots	fallow	fallow	fallow	fallow
WOLSKY 10-4	38	onions	onions	carrots	carrots	fallow
AVOL 14-3	73	onions	carrots	onions	carrots	potatoes
GORREZ 14-4	20	onions	carrots	sesbania	fallow	fallow
COOPER 14-4	21	onions	carrots	sesbania	fallow	fallow
BLUM 24-1	118	onions	onions	carrots	carrots	fallow
LAUTERBURN 24-2	40	onions	onions	carrots	carrots	fallow
AVOL 23-2	78	carrots	onions	onions	carrots	carrots
AVOL 25-2	50	onions	carrots	onions	carrots	fallow
STEHR 20-2	22	onions	carrots	onions	fallow	fallow
OWENS 25-1	22	onions	carrots	onions	carrots	fallow
AVOL 25-3	77	onions	carrots	onions	carrots	fallow
CAMPBELL 25-4	11	onions	carrots	sesbania	fallow	fallow
AVOL 21-1	119	carrots	potatoes	sesbania/carrots	carrots	fallow
LRC 21-2	72	carrots	potatoes	sesbania/onions	carrots	carrots
MINN 21-3	155	fallow	onions/fallow	carrots	onions	carrots
MINN 21-4 E	65	fallow	carrots	onions	carrots	wheat
MINN 21-4 W	97	fallow	onions	carrots	onions	carrots
TAPIA 22-1	41	onions	carrots	onions	carrots	fallow
MINN 22-2	130	fallow	potatoes	carrots	onions	carrots
MINN 22-3 E	79	carrots	potatoes	onions	carrots	onions
MINN 22-3 W	77	carrots	fallow	wheat/potatoes	carrots	wheat
MINN 22-4	157	carrots	potatoes	onions	carrots	onions
MINN 23-1	52	fallow	onions	carrots	onions	carrots
MINN 23-3	110	onions	carrots	wheat/potatoes	carrots	onions
MINN 23-4	83	fallow	onions	carrots	onions	carrots