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9 45MG 8ME LLC, a Delaware limited liability
10 company

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

13 Coordination Proceeding
14 Special Title (Rule 1550(b))
15 ANTELOPE VALLEY GROUNDWATER
16 CASES
17 Including Consolidated Actions:
18 Los Angeles County Waterworks District
19 No. 40 v. Diamond Farming Co.; Superior
20 Court of California, County of Los Angeles,
21 Case No. BC391869;
22 Los Angeles County Waterworks District
23 No. 40 v. Diamond Farming Co.; Superior
24 Court of California, County of Kern, Case
25 No. S-1500-CV-254348;
26 Wm. Bolthouse Farms, Inc. v. City of
27 Lancaster; Diamond Farming Co. v. City of
28 Lancaster; Diamond Farming Co. v.
Palmdale Water Dist.; Superior Court of
California, County of Riverside,
consolidated actions, Case Nos. RIC 353840,
RIC 344436, RIC 344668;
AND RELATED ACTIONS.

Judicial Council Coordination
Proceeding No. 4408
Santa Clara Case No. 1-05-CV-049053

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION TO INTERVENE IN
JUDGMENT**

(Filed concurrently with the Notice of
Motion and Motion to Intervene In
Judgment; Declarations of Veena P.
Beglinger and Theodore A. Chester, Jr.
in support of Motion to Intervene; and
[Proposed] Order)

Hearing Date: To Be Set By the Court
Time: To be Set By the Court
Judge: Hon. Jack Komar
Dept. 17

[Hearing to be conducted by CourtCall]

1 **I. INTRODUCTION**

2 This Motion stems from a routine agreement for the transfer of Production Rights
3 and Carry Over water rights.¹ The transfer of one (1) acre-foot of Permanent Production
4 Rights and two hundred fifty (250) acre-feet of Carry Over water rights (“Water Rights”)
5 from Burrows/300 A 40 H, LLC to 45MG 8ME LLC, a Delaware limited liability
6 company, has been approved by the Watermaster, subject to 45MG 8ME LLC intervening
7 into this Action and becoming a Party to the Judgment.

8 This Motion is filed pursuant to Section 20.9 of the Judgment, which specifies that
9 [a]ny Person who is not a Party or successor to a Party and *who proposes to ... acquire a*
10 *Production Right ...* is required to seek to become a Party subject to this Judgment
11 through a noticed motion to intervene in this Judgment prior to commencing Production.”
12 [Emphasis added.] The foregoing language is applicable in the instant case, because
13 45MG 8ME LLC proposes to “acquire a Production Right”; thereby placing it neatly into
14 the category of persons that were specifically expected to intervene into this Action, and
15 thereby become one of the Parties bound by the Judgment.

16 **II. STATEMENT OF FACTS**

17 **A. Identity of the Parties.**

18 45MG is a Delaware limited liability company, created specifically to develop a
19 solar project on the land overlying a portion of AVGB.

20 Burrows/300 A 40 H (the seller of the Water Rights that are the subject of this
21 Motion) is Bruce Burrows, an individual, who owns land overlying a portion of the
22 Antelope Valley Groundwater Basin and 300 A 40 H, LLC, a California limited liability
23 company, of which Bruce Burrows is the sole manager, and which also owns land
24 overlying a portion of the Antelope Valley Groundwater Basin. Both Bruce Burrows and
25 300 A 40 H (collectively, “Burrows”) are Parties to the Judgment. On Exhibit 4 of the
26 Judgment, the Court listed “Burrows/300 A 40 H, LLC” as a “Producer” owning 295.00
27

28 ¹ All capitalized terms in this Motion and supporting documents have the same meanings
as those set forth in the Judgment and Physical Solution.

1 acre-feet of “Overlying Production Rights” as specified in Paragraph 5.1.1 of the
2 Judgment (“Production Rights”). As shown on Watermaster’s website “Table B-6 2025
3 Water Accounting” which was last updated June 11, 2025, Grantor currently holds a
4 Production Right of 294 AF.

5 **B. Procedural Background.**

6 On December 28, 2015, this Court entered Judgment in the Antelope Valley
7 Groundwater Cases; Judicial Council Coordination Proceeding No. 4480. The Judgment
8 incorporates by reference the “Physical Solution”; which sets forth the factual and
9 procedural history of this case, and a comprehensive ruling for allocation and
10 administration of water and water rights in the Antelope Valley. The Court adopted the
11 Physical Solution “as the Court’s own physical solution” and declared that it is binding
12 upon all Parties as part of the Judgment.

13 By virtue of being Parties to the lawsuit, Bruce Burrows and 300 A 40 H were
14 jointly awarded the 295.00 acre-feet of Production Rights. The Production Rights relate to
15 groundwater production that occurred with respect to two properties: (1) Los Angeles APN:
16 3275-007-013 (previous APN: 3275-007-010) (the “First Property”) which land totals
17 approximately 160 acres, and (2) Los Angeles APNs: 3275-002-001, -007,- 008, -010, -012,-
18 015, -016, -017, -018, -019, and -020 (the “Second Property”) which land totals
19 approximately 160 acres. Pursuant to Section 15.3 of the Judgment, Burrows/300 A 40 H
20 may Carry Over the unproduced portion of its Production Rights for up to ten (10) years.
21 According to the Antelope Valley Watermaster Engineer and the 2024 Annual Report,
22 prepared July 2025, Burrows/300 A 40 H currently owns 2,432.00 acre-feet of Carry Over
23 water rights. Pursuant to Section 5.1.1.3 of the Judgment, the Overlying Production
24 Rights may be transferred pursuant to the provisions of Paragraph 16 of the Judgment.
25 Pursuant to Section 15.3 of the Judgment, Carry Over water may also be transferred.

26 **C. Factual Background.**

27 On June 19, 2025, Bruce Burrows and 300 A 40 H, as seller and 45MG 8ME LLC,
28 a Delaware limited liability company as buyer, entered into an “Adjudicated Water Rights

1 Purchase Agreement” pursuant to which Bruce Burrows and 300 A 40 H agreed to sell to
2 45MG 8ME LLC one (1) acre-foot of Permanent Production Rights and two hundred fifty
3 (250) area-feet of Carry Over water rights.

4 On July 18, 2025, Bruce Burrows and 300 A 40 H, as sellers, and 45MG 8ME
5 LLC, as buyer, also executed and tendered a joint “Transfer Request Form” to the
6 Antelope Valley Watermaster, requesting its approval of the permanent transfer of one (1)
7 acre-foot of Permanent Water Rights and two hundred fifty (250) acre-feet of 2023 Carry
8 Over water rights (“Transfer Request”).

9 During the course of its standard due diligence, the Watermaster and its Engineer
10 confirmed that Bruce Burrows and 300 A 40 H possess the right to provide 45MG 8ME
11 LLC the Permanent Water Rights and the Carry Over water rights set forth in the Transfer
12 Request and that the Transfer Request would not have a material injury to the Antelope
13 Valley Groundwater Basin in the Watermaster Engineer’s letter dated April 8, 2026.

14 Full and proper notice of the Transfer Request was provided to all Parties via: (i)
15 the Watermaster’s posting the Watermaster Board Agenda, which included the subject
16 Transfer Request, on the Watermaster website; and (ii) posting the Watermaster Board
17 Agenda on the bulletin board in the lobby of the Watermaster offices. ***No objections to***
18 ***this Transfer Request were filed by any Party to the Adjudication, nor by any other***
19 ***member of the public.***

20 On April 22, 2026, at its regular monthly meeting, the Transfer Request was
21 considered and ***unanimously approved by the Watermaster Board.*** Accordingly, the
22 Watermaster unanimously adopted *Resolution No. R-26-24, Approving Application for*
23 *Transfer Pursuant to the Terms of the Judgment with Specified Conditions.* Among other
24 things, the Resolution states that the Watermaster Engineer determined in its analysis that:
25 (i) Burrows/300 A 40 H currently own one (1) acre-foot of Permanent Production Rights
26 and two hundred fifty (250) acre-feet of Carry Over water rights which are available for
27 use or transfer; (ii) Burrows/300 A 40 H possesses the right and power to transfer the
28 Production Rights and Carry Over water rights; and (iii) the transfer of Production Rights

1 results in no Material Injury to the Basin.

2 As a condition of final approval, the Watermaster also required that 45MG 8ME
3 LLC petition the Court to intervene in the Judgment and that this Court approve 45MG
4 8ME LLC's motion to be allowed to intervene in the Action and become a party to the
5 Judgment.

6 Prior to filing this Motion, counsel for Burrows consulted with the General
7 Counsel for the Watermaster and was told that the Watermaster's would, if the Motion is
8 acceptable, file a Notice of Non-Opposition.

9 45MG 8ME LLC therefore filed the instant Motion to Intervene in the Judgment.
10 As noted above, *the Watermaster will file a Notice of Non-Opposition to the Motion to*
11 *Intervene in the Judgment.*

12 III. LEGAL ARGUMENT

13 A. The Judgment Specifically Provides for Intervention by Parties Who 14 Propose to Acquire a Production Right.

15 When the Physical Solution was drafted and adopted, the Court anticipated that it
16 would inevitably be necessary to include additional persons as named Parties to the
17 Judgment. The Court therefore provided the mechanism to achieve this result, via Section
18 20.9 of the Judgment, which provides as follows:

19 **20.9 Intervention After Judgment.** Any person who is not a Party or
20 successor to a Party and *who proposes to ... acquire a Production Right ...*
21 is requested to seek to become a Party subject to this Judgment through a
22 noticed motion to intervene in this Judgment prior to commencing
23 Production. Prior to filing such a motion, a proposed intervenor shall consult
24 with the Watermaster Engineer and seek the Watermaster's stipulation to the
25 proposed intervention. ... Thereafter, if approved by the Court, such
26 intervenor shall be a Party bound by this Judgment." (*Emphasis added.*)

24 The foregoing language is applicable in the instant case, because 45MG 8ME LLC
25 proposes to "acquire a Production Right"; thereby placing it precisely into the category of
26 persons that were specifically expected to intervene into this Action, and thereby become
27 a Party bound by the Judgment.

28 Intervention is proper under Section 20.9 of the Judgment, because the

1 Watermaster Board has approved the subject transaction, the transaction causes no
2 Material Injury, and was told that the Watermaster would, if it is determined that the
3 Motion is acceptable, file a Notice of Non-Opposition to the Motion to Intervene.

4 Since 45MG 8ME LLC is one of the exact categories of persons that the Court and
5 all Parties expected to intervene, and its proposed transaction is proper, and has been
6 properly noticed and approved by the Watermaster, 45MG 8ME LLC 45MG 8ME LLC
7 respectfully requests that this Court enter an order granting this Motion to intervene.

8 **B. Intervention is Necessary and Appropriate Under C.C.P. Section 387.**

9 The intervention is also necessary and appropriate under *California Code of Civil*
10 *Procedure* Section 387. Section 387 provides that a Court *shall* permit a nonparty to
11 intervene in an action or proceeding when that party claims an interest relating to the
12 property that is the subject of the action, when the disposition of the action may impair or
13 impede that person's ability to protect that interest, and when that interest is not
14 adequately represented by an existing party. A Court *may* also permit intervention upon
15 timely application by nonparty that has an interest in the subject matter of the litigation
16 that may be affected, when the intervention will not enlarge the issues in the litigation and
17 when the reasons for the intervention outweigh any opposition by the parties presently in
18 the action. (Cal Code Civ. Proc. § 387 subd. (d); *US Ecology, Inc. v. State of California*
19 (2001) 92 Cal.App.4th 113, 139; *Timberidge Enterprises Inc. v. City of Santa Rosa* (1978)
20 86 Cal.App.3d 873, 881.)

21 In the instant case, both of the above tests are satisfied. Mandatory intervention is
22 applicable because: (i) 45MG 8ME LLC claims an interest in the water Production Rights
23 which are the subject of the Transfer Request; (ii) intervention is presently deemed
24 necessary by the Watermaster for the Parties to transfer, own, and/or use the Production
25 Rights; and (iii) no current Party to the Judgment represents the interests of the 45MG
26 8ME LLC.

27 Permissive intervention is also applicable because: (i) 45MG 8ME LLC claims an
28 interest in the Production Right and Carry Over water rights which are the subject of the

1 Transfer Request; (ii) intervention will not enlarge, alter, impair, nor in any way affect the
2 issues in the litigation (since the litigation is entirely resolved); and (iii) the reasons for
3 intervention are to comply with the Judgment (which specifically contemplates that new
4 parties would intervene), and to comply with conditions required by the Watermaster (that
5 45MG 8ME LLC intervene).

6 The intervention statute is designed to promote fairness and to ensure maximum
7 involvement by all responsible, interested in affected Parties. *Mary R. v. B. & R. Corp.*
8 (1983) 149 Cal.App.3d 308, 314. The statute “should be liberally construed in favor of
9 intervention.” *Lindelli v. Town of San Anselmo* (2006) 139 Cal.App.4th 1499, 1505. The
10 Judgment, which controls, recognizes these principles through Section 20.9, which
11 expressly provide for intervention *after* entry of the Judgment in order to account for
12 persons who “proposed to ... acquire a Production Right” after the date of the Judgment.

13 **C. 45MG 8ME LLC Has Complied with the Requirements of the**
14 **Judgment.**

15 As required by Section 20.9 of the Judgment, 45MG 8ME LLC has consulted with
16 the Watermaster and its Engineer and has been told that the Watermaster’s would, if it is
17 determined that the Motion is acceptable, file a Notice of Non-Opposition to the Motion
18 to Intervene. 45MG 8ME LLC has also presented evidence that it proposes to “acquire a
19 Production Right”; which is precisely one of the categories of persons contemplated to
20 intervene into the action and become a “Party” to the Judgment by e-filing on the Court’s
21 website.

22 **IV. PRAYER**

23 45MG 8ME LLC respectfully requests that this Court grant its Motion to Intervene
24 and thereby become a Party bound by the Judgment, pursuant to Section 20.9 of the
25 Judgment.
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DATED: MAY, 7 2026

Respectfully submitted,
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45MG 8ME LLC, a Delaware
LIMITED LIABILITY COMPANY