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Attorneys for Granite Construction Company

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT

ANTELOPE VALLEY GROUNDWATER
CASES

Included Actions:

Los Angeles County Waterworks District No. 40
v. Diamond Farming Co., Superior Court of
California, County of Los Angeles, Case No. BC
325201;

Los Angeles County Waterworks District No. 40
v. Diamond Farming Co., Superior Court of
California, County of Kern, Case No. S-1500-CV-
254-348;

Wm. Bolthouse Farms, Inc. v. City of Lancaster,
Diamond Farming Co. v. Lancaster, Diamond
Farming Co. v. Palmdale Water Dist., Superior
Court of California, County of Riverside, Case
No. RIC 353 840, RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408

Santa Clara Case No. 1-05-CV-049053
Assigned to Hon. Jack Komar

**DECLARATION OF RICHARD G.
ZIMMER IN OPPOSITION TO
LANE FAMILY'S MOTION FOR
POST JUDGMENT
SUPPLEMENTAL ORDER RE
GRANITE CONSTRUCTION
COMPANY**

Date: March 21, 2016
Time: 1:30 p.m.
Dept.: TBA
Court: San Jose Superior Court
191 N. First Street
San Jose, CA 95113

I, RICHARD G. ZIMMER, declare as follows:

1. I am an attorney at law licensed to practice in all courts of the State of California
and a partner of Clifford & Brown, attorneys of record for BOLTHOUSE PROPERTIES, LLC
and WM. BOLTHOUSE FARMS, INC. I am the attorney principally responsible for the

1 handling of this matter on behalf of the BOLTHOUSE entities, and am thoroughly familiar with
2 the proceedings and settlement efforts in this matter.

3 2. The facts set forth herein are of my own personal knowledge, or based upon
4 information and belief and as to such matters I believe them to be true, and if called as a witness,
5 I could and would competently testify to the matters set forth herein.
6

7 3. In February 2014, the Court suspended the Phase 5 trial on Federal Reserve
8 Rights and Right to Return Flow of Imported Water, and ordered the parties into settlement
9 discussions at the offices of Best, Best & Krieger (**BBK**) in Los Angeles, California. Over the
10 next several weeks, I, along with more than 40 lawyers, participated in negotiating the
11 substantive framework for the current settlement and water allocation among the various parties.
12

13 4. On or about March 31, 2014, lawyers representing more than 100 parties met at
14 the BBK offices for continued settlement negotiations. I was present for my clients. Robert G.
15 Kuhs was present representing Tejon Ranchcorp and Granite Construction Company (**Granite**).
16 Ted Chester was also present representing his clients Littlerock Sand and Gravel, Inc. (**LS&G**),
17 Landinv, Inc., Frank and Yvonne Lane 1993 Trust, George and Charlene Lane Family Trust,
18 A.V. Materials, Inc., Littlerock Aggregate Co., Holliday Rock Co., Inc., Monte Vista Building
19 Sites, Inc., and Bruce Burrows and 300 A 40 H, LLC.
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21 5. I understood based in part on the Phase 4 evidence that Granite operated two
22 quarries within the AVAA, the Big Rock Quarry and the Little Rock Quarry. I also understood
23 that Granite owns the land under the Big Rock Quarry in fee, and that the land under the Little
24 Rock Quarry is owned in part by Granite, and in part by LS&G and leased to Granite. It was
25 represented at these meetings that Granite, not LS&G, was using the water.
26

27 6. As part of the global settlement, and in particular the allocations of native safe
28 yield on Exhibit 4 to the Stipulation for Entry of Judgment and Physical Solution, I along with

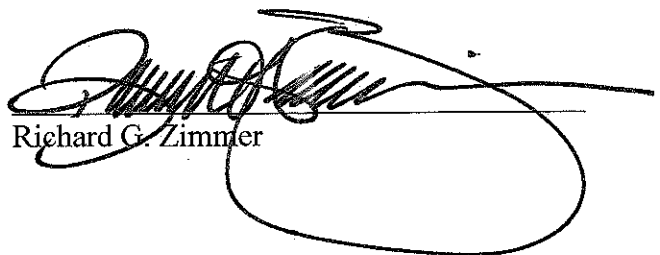
1 the other stipulating parties, agreed to allocate 126 acre-feet to Granite for its Big Rock Quarry,
2 and 234 acre-feet related to Granite's operation at the Little Rock Quarry. As a necessary part of
3 the allocation settlement between the stipulating parties, it was my understanding that Ted
4 Chester and Robert Kuhs had reached an agreed allocation of the 234 acre-feet as between
5 Granite and LS&G at the meeting when final agreement was reached as to party allocation.
6

7 7. On April 4, 2014, as reflected in the minute order, counsel appeared before the
8 Court and reported that all parties had reached a global settlement. (Docket # 8932)

9 8. On behalf of my clients, I intended to settle the claims between my clients and all
10 of the stipulating parties including Granite and LS&G. Any change in the allocation on Exhibit
11 4 would jeopardize the Judgment and Physical Solution.
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13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed this 4th day of March, 2016, at Bakersfield, California.

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19 Richard G. Zimmer
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