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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-254348;

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 353840, RIC 344436, RIC 344668

Rebecca Lee Willis v. Los Angeles County Waterworks District No. 40, Superior Court of California, County of Los Angeles, Case No. BC 364 553

Wood v. A.V. Materials, Inc., et al., Superior Court of California, County of Los Angeles, Case No. BC 509546

LITTLE ROCK SAND AND GRAVEL, INC., a California corporation,

Plaintiff,

vs.

GRANITE CONSTRUCTION COMPANY, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Judicial Council Coordination No. 4408

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

GRANITE CONSTRUCTION COMPANY'S REPLY TO LITTLE ROCK SAND AND GRAVEL, INC.'S RESPONSE TO PETITION FOR COORDINATION OF ADD-ON CASE

Date: September 21, 2017
Time: 9:00 a.m.
Dept.: Telephonic Hearing
Honorable Jack Komar Presiding

North Judicial District- Antelope Valley
Courthouse Case No. MC026932

Complaint Filed: March 6, 2017

1. INTRODUCTION

Petitioner Granite Construction Company ("Granite") operates its Littlerock facility in the Antelope Valley on land that Granite owns in fee and on land that it leases from Little Rock Sand and Gravel, Inc. ("Little Rock"). The stipulated *inter se* judgment that this Court entered in the Antelope Valley Groundwater Cases ("AV Cases") on December 28, 2015 (the "Judgment"), awards 234 acre-feet of overlying production rights in the Antelope Valley to "Granite Construction Company (Little Rock Sand and Gravel, Inc.)" as reflected on Exhibit 4 to the Judgment. The gravamen of Little Rock's complaint in the add-on case is to "quiet title" to those rights in Little Rock's name exclusively as of the date the Judgment was entered. In both causes of action, one for quiet title and a second for declaratory relief, Little Rock seeks a judicial declaration that as of the date of the Judgment, December 28, 2015, the rights to 234 acre feet of annual groundwater production allocated on Exhibit 4 belong exclusively to Little Rock. Little Rock does not seek a declaration regarding the parties' respective rights as they existed before the Judgment. It explicitly seeks a declaration of rights under the Judgment as of the date Judgment was entered. And it seeks such a declaration from another court.

Of course, this Court retained jurisdiction over the Judgment. Pursuant to that retained jurisdiction, Little Rock made a post-judgment motion in this Court seeking exactly the same relief on the same grounds that it seeks in the add-on case, *i.e.*, its assertions that the 1987 lease exclusively governs the parties' rights to groundwater, not the Judgment. In denying that motion this Court noted that the dispute between Granite and Little Rock "is a dispute that is limited by the stipulation and judgment," and that the Judgment "provides that both Granite and Lane [Little Rock's principal] have an interest in the water allocated to those parties but with no determination as to amounts other than" as stated on Exhibit 4. (Ex. H, Order After Hearing dated March 29, 2016.) The Court further noted that "it would appear that the court has the power in equity to resolve the intra-ownership dispute without affecting the global stipulation upon a proper application and presentation of competent evidence." (*Id.*)

Rather than filing a renewed motion with "competent evidence" as the Court invited, Little Rock filed the add-on case, a separate action in another court to quiet title as of the date of

the Judgment to water rights allocated in the Judgment. The add-on case is an obvious attempt by Little Rock to escape this Court's jurisdiction while simultaneously seeking a judicial declaration that Little Rock, not Granite, is the sole owner of the water rights that were allocated by agreement among all the parties to the AV Cases to "Granite Construction Company (Little Rock Sand and Gravel, Inc.)." No court could consider issuing such a declaration without interpreting and potentially amending the Judgment. The task of considering such relief obviously should be undertaken by this Court which presided over the AV Cases, entered the Judgment and retained jurisdiction "to interpret, enforce, administer or carry out" the Judgment.

In opposing the petition for coordination of the add-on case, Little Rock (1) mischaracterizes the add-on case as arising solely under the lease between Granite and Little Rock, (2) falsely asserts that the add-on case will not in any way affect the Judgment or require an examination of the litigation and negotiations leading to the Judgment, and (3) relies on these baseless positions to support its argument that the factors to consider regarding coordination favor allowing a judge unfamiliar with the AV Cases to adjudicate the parties' claims and defenses regarding their rights under the Judgment as of the day it was entered.

1. The Add-On Case Seeks To Quiet Title To Water Rights That Were Adjudicated In The AV Cases, Which Itself Was, Among Other Things, A Quiet Title Action; It Is Not Just An Action To Enforce The Terms Of A Lease.

Little Rock characterizes the add-on case,[1] as simply an action to enforce the terms of a real property lease. (See, e.g., Memo of Ps & As In Support of Response ("**Resp.**"), p. 2, lines 9-11; p. 6, lines 9-15.) Little Rock asserts that it "only seeks a judicial declaration that, pursuant to the terms of the lease with Granite, the right to extract groundwater from beneath its land in whatever amount (including the amount allocated under the AVG Judgment), belongs to" Little Rock, and no one else. (*Id.* at p. 2, lines 16-19.) Little Rock contends that it simply "seeks to enforce the limits on Granite's use of Little Rock's water rights as set forth in the Lease," which, Little Rock asserts, governs Granites use of "water rights 'appurtenant' to the Little Rock

[1] Little Rock applies the label "Lease Action" to the add-on case, which is a misnomer since the add-on case expressly involves claims to adjudicated water rights as set forth in the Judgment entered in the AV Cases, including Exh. 4 to the Judgment.

Property." (*Id.* at p. 6, lines 11-14.) Little Rock further contends that the add-on case "only requests the enforcement of the terms of the Lease" and "only concerns landlord-tenant and contract issues between two parties, Little Rock and Granite." (*Id.*, p. 7, line 24, p. 8, line 12.) These assertions seriously mischaracterize the add-on case complaint and ignore several aspects of the Judgment entered in the AV Cases.

First, Little Rock mischaracterizes its own pleading in the add-on case in which Little Rock seeks to "quiet title" to what it labels the "Allocated Groundwater," which are groundwater rights allocated in the Judgment. These are groundwater rights as to which title has already been quieted as set forth in Exhibit 4. Little Rock asserts two purported causes of action in its Verified First Amended Complaint in the add-on case ("FAC"), regarding the "Allocated Groundwater": (1) quiet title and (2) declaratory relief. In the FAC, Little Rock defines the "Allocated Groundwater" as the production rights of 234 acre-feet of groundwater per year that are allocated to "Granite Construction Company (Little Rock Sand and Gravel, Inc.)" on Exhibit 4 to the Judgment. (FAC, ¶ 20.) In its first cause of action, "Quiet Title," Little Rock seeks "a judicial determination . . . that, since December 28, 2015 (i.e., the date of the entry of the Judgment in the Groundwater Cases), Plaintiff LITTLE ROCK, as the owner of the Little Rock Property, is the sole owner of all rights to the Allocated Groundwater." (FAC, ¶ 25.) Little Rock also seeks "a judicial determination . . . that since December 28, 2015 . . . Defendants GRANITE and DOES 1 through 50 … have no right, title or interest in the Allocated Groundwater except to the extent expressly set forth in the Lease." (FAC, ¶ 26.) In its second cause of action, "Declaratory Relief," Little Rock seeks a judicial determination of the parties' "respective rights, title and interests in the Allocated Groundwater," and a judicial decree similar to that which it seeks in the first cause of action. (FAC, ¶ 30.) Thus, Little Rock expressly seeks a judicial declaration as to ownership of the water rights shown on Exhibit 4 to the Judgment as of the date of the Judgment.

Second, Little Rock's characterization of the add-on case as raising only issues pertaining to the 1987 lease between the parties ignores Granite's Answer in the add-on case. In its Answer, Granite alleges facts and asserts several defenses that are based on the Judgment and other matters pertaining to the AV Cases, as discussed in some detail in the Memorandum of Points

and Authorities in Support of Petition for Coordination (see Memo of Ps & As, Statement of Facts, part II.C.2, and Ex. B thereto). Among other things, Granite's Answer asserts as defenses, (1) the court in which the add-on case was filed lacks jurisdiction over the subject matter because this court reserved jurisdiction "to interpret, enforce, administer or carry out" the Judgment, (2) the parties' rights with respect to groundwater in the Antelope Valley Groundwater Basin are governed by the Judgment, (3) Little Rock is estopped by its conduct, representations, admissions and omissions, to assert any claim for relief against Granite with respect to the matters alleged in the FAC, and (4) Little Rock has waived its claims, causes of action and relief sought in the FAC because, among other things, by entering into the Stipulation for Entry of Judgment and Physical Solution in the AV Cases, as a matter of law Little Rock waived all overlying *appurtenant* groundwater rights and accepted the terms of the Judgment and Physical Solution and settled all outstanding claims.

Third, Little Rock's contention that its FAC only raises issues under the 1987 lease ignores that Granite owns land adjacent to the leased property and that Granite's Littlerock Quarry is operated both on parcels owned by Granite and parcels leased by Granite. Granite's allocation on Exhibit 4 to the Judgment was based on its ownership of land and on its use of water for operations conducted on both properties.

Fourth, the lease predates the Judgment and therefore does not address groundwater rights as allocated in the Judgment. As Little Rock alleges, the lease was entered into in 1987 (FAC, ¶ 7) while the Judgment was entered in 2015. Accordingly, the lease does not address the parties' rights with respect to the Allocated Groundwater which are as stated on Exhibit 4.

Fifth, any claims regarding the parties' respective rights to groundwater in the Antelope Valley, including groundwater rights that once were appurtenant to the leased land, are now governed by the Judgment.[2] Additionally, any dispute or disagreement between the parties regarding their respective water rights under the 1987 lease was resolved by the Judgment. The

[2] See *City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, 1256 n. 17 (party wishing to participate in a physical solution "must waive its existing water rights in order to do so;" it must "refrain from asserting its existing water rights and it must accept all of the terms of the [physical solution] judgment that are applicable to all stipulating parties.").

parties to the Stipulation for Entry of Judgment and Physical Solution, including both Granite and Little Rock, agreed to the following in paragraph 2 of the Stipulation, among other things:

> ***a. The Judgment is a determination of all rights to Produce and store Groundwater in the Basin.***
>
> ***b. The Judgment resolves all disputes in this Action among the Stipulating Parties.***

Sixth, Little Rock's contention that the add-on case involves only a determination of the parties' rights under the lease with respect to groundwater begs the question, what are the parties' groundwater rights in light of the Judgment? The lease provisions regarding "appurtenant" water rights that Little Rock quotes in its response to the petition do not answer this question, including sections 1 (Grant of Lease) and 3.2 (regarding use of "such water rights as [Little Rock] has to the surface and underground water located upon and under the [Little Rock Property]"). (See Resp., p. 3, lines 16-25, p. 4, lines 1-11.) A judicial pronouncement that "such rights to underground water" that Little Rock has under the Judgment belong to Little Rock would be a rather meaningless decree since it would leave unanswered the fundamental question of what are the parties' respective rights to groundwater under the Judgment. Again, any water rights that once were appurtenant to the land Little Rock leased to Granite no longer exist as appurtenant rights. The only groundwater rights in the Antelope Valley are those adjudicated rights pursuant to the stipulated Judgment. Thus, to know what Granite's rights and Little Rock's rights are with respect to groundwater, one must look to the Judgment.

2. The Add-On Case Seeks An Interpretation Of Or Amendment To The Multi-Party Stipulated Judgment And Seeks To Litigate Issues That Were Resolved By The Stipulated Judgment, Even If Not Expressly Litigated.

Little Rock argues that the add-on case does not involve any parties other than Granite and Little Rock, will not re-litigate facts or law adjudicated in the AVG Cases, and will not upset the terms of the Judgment. To the contrary, the add-on case will involve resolving the competing claims of Granite and Little Rock to groundwater in the Antelope Valley, which claims were resolved by the stipulated Judgment and which the parties entered into as a compromise vis-à-vis all others in the Basin. To the extent Little Rock contends that all of the rights allocated on Exhibit 4 to the Judgment to "Granite Construction Company (Little Rock Sand and Gravel)"

belong to Little Rock exclusively, that is an attempt to deprive Granite of rights under the Judgment, rights to which all the other parties agreed and to which Granite agreed as a compromise with all the other parties. Prior to entering into the Stipulation for Entry of Judgment and Physical Solution, Granite, as an owner of land in fee, had overlying rights to groundwater, in addition to rights under the lease between Granite and Little Rock. A decree that Granite retains zero rights associated with its Littlerock Quarry operations, which were conducted on both Granite's fee ground and the ground leased from Little Rock, would be an injustice since Granite agreed to an allocation with all the other parties in lieu of continued litigation. Additionally, to the extent Little Rock seeks a judicial declaration regarding Little Rock's "right to extract groundwater from beneath its land" beyond the four corners of the Judgment, all parties to the Judgment have an interest in that determination.

Little Rock's description of the proceedings in the AV Cases confirms that the dispute Little Rock seeks to litigate in the add-on case was raised during the AV Cases, and therefore, as stated in the Stipulation, was resolved by the Judgment as stated on Exhibit 4. Little Rock describes the Phase 4 trial in the AV Cases as including Little Rock proving ownership of its property, evidence by Granite of its extractions of groundwater from wells located on the Little Rock Property and Little Rock informing the Court that Granite extracted water from those wells pursuant to rights under the lease. (Resp., p. 4, lines 26-28, p. 5, lines 1-5.) Granite also put in evidence of its ownership of adjoining property and use of water. Thus, Little Rock was aware during the Phase 4 trial of the parties' competing claims regarding groundwater rights at Granite's Littlerock Quarry.

Little Rock next explains that "[i]n March 2014, after extensive and lengthy negotiations, *nearly every party to the AVG Cases reached an agreement regarding their respective shares* of the Basin's annual save yield amount, which was memorialized in Exhibit 4 to the AVG Judgment." (Resp., 5, lines 6-9 (italics added).) Little Rock then specifically points to the line on Exhibit 4 that reflects the multi-lateral agreement regarding Granite and Little Rock's "respective shares" of the groundwater. Exhibit 4 "provides that 'Granite Construction Company (Little

Rock Sand and Gravel, Inc.)' has 'Overlying Production Rights' of '234' acre-feet per year (the 'Allocated Groundwater')." (*Id.,* lines 9-12.)

Little Rock goes on to explain that the disagreement between Granite and Little Rock regarding rights to groundwater existed before the Judgment resolving all such disputes was entered. First, Little Rock characterizes the description of the water rights in Exhibit 4 as being the result of Granite refusing to agree that Little Rock owns the Allocated Groundwater.[3] (*Id.,* lines 13-15.) Next Little Rock acknowledges that "this disagreement was first raised to the Court in the phase 4 trial." (*Id.* lines 16-19.) Little Rock then notes that the Judgment was entered on December 23, 2015.

By pointing to Exhibit 4 to the Judgment as evidence of Little Rock's groundwater rights (Resp., p. 5, lines 1-2), Little Rock confirms that the parties' rights are governed by the Judgment and Exhibit 4 thereto and that the add-on case turns on the terms of the Judgment and Exhibit 4 in particular. Given the Stipulation for Entry of Judgment and Physical Solution,[4] this also confirms that any dispute between Granite and Little Rock concerning groundwater rights was resolved by Judgment. Thus, to the extent there was a pre-judgment dispute between Little Rock and Granite, or a failure of Granite and Little Rock to reach an agreement other than as stated on Exhibit 4, the Judgment, including Exhibit 4 is how the dispute was resolved.

Finally, Little Rock's own description of its post-judgment motion filed in this court seeking exactly the same relief that it seeks in the add-on case, confirms that the add-on case is actually a renewal of that prior motion dressed up as a lease dispute, and a transparent attempt at forum shopping. As Little Rock describes its post-judgment motion, Little Rock asked "the Court to find that the Allocated Groundwater belongs to Little Rock, because it is the owner of the Little Rock Property, and because Granite only has right to the Allocated Groundwater pursuant to and limited by the terms of the Lease," i.e. exactly the same relief and same grounds for relief it asserts in the add-on case. (*Id.*, p. 6 lines 1-7.) Thus, the add-on case is effectively a

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[3] Little Rock reneged on an agreed-upon allocation reached among all correlative rights holders.

[4] A copy of the Stipulation without exhibits is attached as Exhibit D and a copy of the Second Amended Stipulation is attached as Exhibit E to the Memorandum in Support of the Petition.

renewal of that earlier motion, only in a different court. This is obviously an attempt to avoid this Court's jurisdiction and a breach by Little Rock of the Stipulation and Judgment.

3. The Factors To Consider Regarding Coordination All Favor Coordination Because The Add-On Case Is Essentially An Application For Post-Judgment Relief That Should Have Been Brought As A Motion In The AV Cases.

Applying the factors set forth in Code of Civil Procedure section 404.1 in this case is somewhat academic given that the add-on case is not actually a new or different lawsuit. Instead it is a request for relief that should have been filed as a post-judgment motion in the AV Cases pursuant to section 6.5 of the Judgment. (See Memo of Ps & As in Support, p. 5, lines 16-22, p. 12, lines 19-27.) Focusing on these factors alone risks missing the forest for the trees. Still, as set forth in the supporting Memorandum, the statutory factors clearly favor coordination, particularly the efficient utilization of judicial resources. (*Id.*, p 12, lines7-27, p. 8, lines 1-16.)

a. Common Questions of Law and Fact Predominate.

Regarding this factor, Little Rock again misdirects the court to the lease, contending that it "only requests enforcement of the terms of the Lease." (Resp., p. 7, line 24.) But, as discussed above, Little Rock seeks to quiet title to groundwater rights set forth in the Judgment, which is the product of the AV Cases. (See FAC, ¶¶ 20, 25-26, 30.) The only way to determine what Granite's and Little Rock's respective rights to groundwater in the Antelope Valley are is to look to the Judgment and, potentially, evaluate the proceedings and settlement negotiations that resulted in the Judgment. So the factual and legal issues are entirely shared.

b. The convenience of the parties, witnesses and counsel is a minor consideration, but favors coordination.

Little Rock's focus on the physical locations of the Antelope Valley courthouse and the Santa Clara County courthouse is misplaced. Courthouse location is virtually irrelevant when the cases are as related as these are. Litigating before a judicial officer unfamiliar with the Judgment and the proceedings leading to it does not promote convenience since more briefing and hearings are likely to be required. Little Rock's convenience arguments based on travel distance also ignore that neither Granite's nor Little Rock's counsel has an office in the Antelope Valley. Little Rock's counsel is in Los Angeles, Granite's is in the Central Valley. One of Granite's

primary witnesses, William (Bill) Taylor, does not work in the Antelope Valley. Given that the Judgment has been entered, proceedings in this Court will likely consist primarily of law and motion proceedings which can be held telephonically, as they often were in the AV Cases where a majority of the hearings were held in Los Angeles.

c. The relative development of the cases favors coordination.

The relative development of the cases favors coordination since the add-on case is essentially an action seeking to interpret or amend the Judgment, and should have been filed as a post-judgment motion in the AV Cases. Resolution of the parties' rights to groundwater depends entirely on the Judgment and the proceedings and settlement negotiations leading to that Judgment.[5] Much of counsels' work-product developed in the AV Cases is potentially useful in the add-on case. Granite anticipates establishing through the testimony of counsel for other parties to the AV Cases that the allocation to Granite was agreed to by the other parties based on Granite's ownership of land and its use of water and that it was Little Rock that reneged on the universally-agreed allocation of the 234 acre feet as between Little Rock and Granite.

d. The efficient utilization of judicial facilities and manpower strongly favors coordination.

Failing to coordinate would lead to extreme inefficiencies. A judicial officer unfamiliar with the AV Cases will have to study not only the lengthy Judgment and documents incorporated therein but also familiarize themselves with the history of the proceedings and negotiations leading to the Judgment.[6]

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[5] Little Rock's assertion that "the AVG Cases did not litigate the terms of the Lease between Little Rock and Granite" is false. (Resp., p. 9, lines 2-3.) The lease was the subject of Little Rock's post-judgment motion which the Court denied. Additionally, the disagreement regarding the effect of the lease on the parties' respective groundwater rights is a dispute that the parties stipulated was resolved by the Judgment, since the parties stipulated that the Judgment resolved all disputes between them pertaining to groundwater. Because Little Rock did not pursue its claims under the leases in the AV Cases, it has thereby waived those claims.

[6] Contrary to Little Rock's assertion, this is not the first time for this Court to preside over claims for the enforcement of the lease (see Resp., p. 9, lines 10-12) since the lease was the basis for Little Rock's unsuccessful post-judgment motion. Additionally, Little Rock's suggestion that coordination will "invite the hundreds of other parties to the AVG Cases . . . to litigate Little Rock's and Granite's respective rights" only highlights the need for coordination. If such parties establish that they have an interest they absolutely should be involved, but if they truly have no interest in this dispute they will have no need to intervene.

e. Failure to coordinate risks inconsistent rulings.

It is axiomatic that rulings affecting the Judgment being made in a different court risks inconsistent rulings. Little Rock seeks to quiet title to rights existing under the Judgment. Other possibilities for inconsistent rulings are infinite since Little Rock is asking a court to provide relief that can only be granted by interpreting or amending the Judgment. Any ruling other than a complete denial of the requested relief risks an order or ruling inconsistent with the Judgment as entered and would also potentially threaten to undo the Judgment. For example, a ruling that the Judgment should be interpreted or amended to provide as Little Rock contends, that Granite has zero rights to the groundwater allocated to "Granite Construction Company (Little Rock Sand and Gravel, Inc.)" in Exhibit 4, would be fundamentally inconsistent with the Judgment as it currently reads, which by stipulation may not be amended without voiding the Judgment.[7]

f. Likelihood of settlement is a minor factor here, but favors coordination.

Coordination will bring the parties and the issues back to the Court that is most familiar with them and most able to manage the proceedings in a fashion that is most likely to produce a settlement. This is a minor consideration, but favors coordination.

CONCLUSION

For the reasons stated in the Petition for Coordination, the Memorandum in support thereof, and in this reply, the court should grant the Petition.

Dated: September 14, 2017

KUHS & PARKER

By _____
Bernard C. Barmann, Jr., Attorneys for
Petitioner Granite Construction Company

[7] The parties to the Stipulation for Entry of Judgment and Physical Solution agreed in paragraph 4 of the Stipulation that, "The provisions of the Judgment are related, dependent and not severable. Each and every term of the Judgment is material to the Stipulating Parties' agreement. If the Court does not approve the Judgment as presented, or if an appellate court overturns or remands the Judgment entered by the trial court, then this Stipulation is void *ab initio* with the exception of Paragraph 6, which shall survive." (Stipulation for Entry of Judgment and Physical Solution, Ex. D.)

PROOF OF SERVICE

I, Valerie Hanners, declare:

I am employed in the County of Kern, State of California. I am over the age of 18 and am not a party to the within action; my business address is Kuhs & Parker, 1200 Truxtun Avenue, Suite 200, Bakersfield, California 93301.

On September 14, 2017, I caused the foregoing document(s) described as **GRANITE CONSTRUCTION COMPANY'S REPLY TO LITTLE ROCK SAND AND GRAVEL, INC.'S RESPONSE TO PETITION FOR COORDINATION OF ADD-ON CASE** to be served on the parties in this action, as follows:

(X) (BY ELECTRONIC SERVICE) by filing the document(s) listed above via the Odyssey Efile CA website (www.odysseyefileca.com), to all parties appearing on the electronic service list for the Antelope Valley Groundwater case. Electronic service is complete at the time of transmission. My electronic notification email address is vhanners@kuhsparkerlaw.com

( ) (BY U.S. MAIL) I am readily familiar with the firm's practice of collection and processing of documents for mailing. Under that practice, the above-referenced document(s) were placed in seal envelope(s) addressed to the parties as noted above, with postage thereon fully prepaid and deposited such envelope(s) with the United States Postal Service on the same date at Bakersfield, California, addressed to:

( ) (BY FEDERAL EXPRESS) I served a true and correct copy by Federal Express or other overnight delivery service, for delivery on the next business day. Each copy was enclosed in an envelope or package designated by the express service carrier; deposited in a facility regularly maintained by the express service carrier or delivered to a courier or driver authorized to receive documents on its behalf; with delivery fees paid or provided for; addressed as shown on the accompanying service list.

( ) (BY FACSIMILE TRANSMISSION) I am "readily familiar" with the firm's practice of facsimile transmission of documents. It is transmitted to the recipient on the same day in the ordinary course of business.

(X) (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that the foregoing was executed on September 14, 2017, in Bakersfield, California.

Valerie Hanners