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3 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
4 **COUNTY OF LOS ANGELES**
5

6 Coordination Proceeding
7 Special Title (Rule 1550(b))

Judicial Council Coordination Proceeding
No. 4408

8 **ANTELOPE VALLEY**
9 **GROUNDWATER CASES**

SC Case No. 105CV 049053
Assigned to Hon. Jack Komar

10 Included Actions:

11 Los Angeles County Waterworks District
12 No. 40 v. Diamond Farming Co.
13 Superior Court of California
14 County of Los Angeles, Case No. BC
15 325201

16 Los Angeles County Waterworks District
17 No. 40 v. Diamond Farming Co.
18 Superior Court of California, County of
19 Kern, Case No. S-1500-CV 254348

20 Wm. Bolthouse Farms, Inc. v. City of
21 Lancaster Diamond Farming Co. v. City of
22 Lancaster Diamond Farming Co. v. Palmdale
23 Water Dist. Superior Court of California,
24 County of Riverside, consolidated actions,
25 Case Nos. RIC 353840, RIC 344436, RIC
26 344668

**TRIAL STIPULATION FOR
ADMISSION OF EVIDENCE BY NON-
STIPULATING PARTY AND WAIVER
OF PROCEDURAL AND LEGAL
OBJECTIONS TO CLAIMS BY
STIPULATING PARTIES PURSUANT
TO PARAGRAPH 5.1.10 OF THE
[PROPOSED] JUDGMENT AND
PHYSICAL SOLUTION**

DATE: November 3, 2015
TIME: 1:30 p.m.
DEPT.: 16 (Santa Clara Superior Court)

27 On March 4, 2015, the vast majority of the parties to this action filed a "Stipulation for
28 Entry of Judgment and Physical Solution" which included a stipulation and agreement to the
entry of the "[Proposed] Judgment and Physical Solution," which was amended by the filing on
March 25, 2015 of the "Amended Stipulation for Entry of Judgment and Physical Solution."
(The parties to the Amended Stipulation for Entry of Judgment and Physical Solution are
hereinafter referred to as the "Stipulating Parties").

Since March 25, 2015, a limited number of parties not signatory to the "Amended
Stipulation for Entry of Judgment and Physical Solution" have asserted claims to produce

1 groundwater from within the Jurisdictional Boundary of the Antelope Valley Groundwater
2 Adjudication Area ("Basin".)

3 Specifically, White Fence Farms Mutual Water Co. No. 3 is not party to the "Amended
4 Stipulation for Entry of Judgment and Physical Solution" (hereinafter "Non-Stipulating Party".)
5 The Stipulating Parties and Non-Stipulating Party enter into this Stipulation to resolve as among
6 themselves potential disputes regarding a) the amount of the Production Right to be decreed to
7 the Non-Stipulating Party and b) the evidence such Party will produce at trial in support of their
8 claimed Production Right. To avoid litigation among the Parties hereto, the Stipulating Parties
9 and Non-Stipulating Party agree as follows:

10 1. The Stipulating Parties stipulate and agree to the admission into evidence of
11 certain trial exhibits (Trial Exhibit List attached hereto) prepared by Non-Stipulating Party. The
12 trial exhibits shall be presented to the Court by the Non-Stipulating Party in support of their
13 respective claimed Production Rights in the amount described in Paragraph 4(a) of this
14 Stipulation in accordance with the [Proposed] Judgment and Physical Solution.

15 2. Non-Stipulating Party stipulates and agrees to request approval from the Court of
16 the [Proposed] Judgment and Physical Solution and to inform the Court that they agree to abide
17 with all the terms of the Amended Stipulation for Entry of Judgment and Physical Solution.

18 3. The Stipulating Parties agree to waive their procedural and legal objections to the
19 claims of Non-Stipulating Party to produce groundwater from the Basin to the extent provided in
20 this Stipulation.

21 4. The Stipulating Parties agree to assert no objection to Non-Stipulating Party
22 claiming and being decreed the right to produce groundwater under Paragraph 5.1.10 of the
23 [Proposed] Judgment and Physical Solution in the following amount:

24 a. White Fence Farms Mutual Water Co. No. 3 -- 4 acre-feet per year.

25 5. The Parties hereto stipulate and agree that the Production Right stated in
26 Paragraph 4 above, will be accounted for as part of the Paragraph 5.1.10 seven percent (7%) in
27 the [Proposed] Judgment and Physical Solution and will not be entered on or calculated as part of
28 either Exhibit 3 or 4, unless ordered otherwise pursuant to Paragraphs 5.1.10 and 18.5.9.

1 Further, the Parties stipulate and agree that this Stipulation will not require any amendment to
2 either the Amended Stipulation for Entry of Judgment or the [Proposed] Judgment and Physical
3 Solution, including Exhibits 1-10, unless ordered otherwise pursuant to Paragraphs 5.1.10 and
4 18.5.9.

5 6. In accordance with the [Proposed] Judgment and Physical Solution and this
6 Stipulation, Non-Stipulating Party will be entitled to produce groundwater from the Basin;
7 provided, Non-Stipulating Party acknowledges and agrees that Non-Stipulating Party shall have
8 no right to transfer their Production Right separate from the overlying property (Paragraph 16),
9 or to carryover their Production Right (Paragraph 15) under the [Proposed] Judgment and
10 Physical Solution; provided however, nothing shall prevent Non-Stipulating Party from
11 transferring their Production Right to a Public Water Supplier which agrees to provide water
12 service to such water user.

13 7. Non-Stipulating Party shall not join or support the unresolved claims or
14 objections to the [Proposed] Judgment and Physical Solution asserted by any other party to this
15 proceeding.

16 8. In the event the trial court or an appellate court rejects this Stipulation, the
17 Amended Stipulation for Entry of Judgment and Physical Solution, and/or the [Proposed]
18 Judgment and Physical Solution, this Stipulation and all other terms of settlement between the
19 Stipulating Parties and Non-Stipulating Party are *void ab initio*.

20 9. This Stipulation may be signed by the Parties in counterparts which shall be filed
21 with the Court.

22 **NON-STIPULATING PARTY**

23
24 White Fence Farms Mutual Water Co. No. 3

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26 By: 

27 Robert Lenton, President of Board of Directors
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1 **STIPULATING PARTIES**

2 By: _____

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3 **PROOF OF SERVICE**

4 STATE OF CALIFORNIA,
5 COUNTY OF LOS ANGELES

6 I, _____, declare: I am and was at the times of the service hereunder
7 mentioned, over the age of eighteen (18) years, and not a party to the within cause. My business
8 address is _____.

9 On _____, I caused the foregoing document(s) entitled as: **TRIAL
10 STIPULATION FOR ADMISSION OF EVIDENCE BY NON-STIPULATING PARTY
11 AND WAIVER OF PROCEDURAL AND LEGAL OBJECTIONS TO CLAIMS BY
12 STIPULATING PARTIES PURSUANT TO PARAGRAPH 5.1.10 OF THE [PROPOSED]
13 JUDGMENT AND PHYSICAL SOLUTION** to be served on the parties via the following
14 service:

15 [X] (BY POSTING) I posted the document listed above to the Santa Clara Superior Court
16 website regarding the Antelope Valley Groundwater matter pursuant to the Court's
17 Clarification Order. Electronic service posting completed through www.scefiling.org.

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

20 Executed on _____, at _____, California.
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