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Theodore A. Chester, Jr. (SBN 105405)
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Attorneys for Little Rock Sand and Gravel, Inc.;
The George and Charlene Lane Family Trust;
The Frank and Yvonne Lane 1993 Family Trust;
Monte Vista Building Sites, Inc., and A.V. Materials, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordination Proceeding Special Title
(Rule 1550 (b))

Judicial Council Coordination No. 4408
[Assigned to Hon. Jack Komar; Dept 17]

**ANTELOPE VALLEY GROUNDWATER
CASES**

Santa Clara Case No.: 1-05-CV-049053

Included **CONSOLIDATED** Actions:

**DECLARATION OF THEODORE A.
CHESTER, JR. AND EXHIBITS
THERE TO IN SUPPORT OF LANE
FAMILY'S REPLY TO GRANITE
CONSTRUCTION COMPANY'S
OPPOSITION TO MOTION FOR POST-
JUDGMENT SUPPLEMENTAL ORDER**
[Filed Concurrently with Lane Family's Reply to
Granite Construction Company's Opposition to
Motion for Post Judgment Order]

Los Angeles County Waterworks District No.
40 vs. Diamond Farming Company
Los Angeles Superior Court Case No.
BC325201

Los Angeles County Waterworks District No.
40 vs. Diamond Farming Company
Kern County Superior Court Case No. S-1500-
CV-254348 NFT

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

Diamond Farming Company vs. City of
Lancaster Riverside County Superior Court
Lead Case No. RIC 344436 [Consolidated w/
Case Nos. 344668 & 353840]

Willis v. Los Angeles County Waterworks
District No. 40; Los Angeles Superior Court
Case No. BC 364553

Wood v. Los Angeles County Waterworks
District No. 40; Los Angeles Superior Court
Case No. BC 391869

**DECLARATION OF THEODORE A. CHESTER, JR. IN SUPPORT OF LANE FAMILY'S REPLY TO
GRANITE CONSTRUCTION COMPANY'S OPPOSITION TO MOTION FOR POST-JUDGMENT
SUPPLEMENTAL ORDER**

1 **DECLARATION OF THEODORE A. CHESTER, JR.**

2 I, THEODORE A. CHESTER, JR., declare:

3 1. I am the attorney of record for cross-defendants Little Rock Sand and Gravel,
4 Inc., The George and Charlene Lane Family Trust; The Frank and Yvonne Lane 1993 Family
5 Trust, Monte Vista Building Sites, Inc., and A.V. Materials, Inc. (collectively, the "Lane
6 Family") in this matter and a member in good standing with the California State Bar, and am
7 admitted to practice before this Court. I have personal knowledge of the matters stated in this
8 declaration and, if called upon to do so, I would and could competently testify thereto.

9 2. I have read the declarations submitted by Granite Construction Company
10 ("Granite") in this post-judgment proceeding, including the March 8, 2016 declaration of Robert
11 G. Kuhs ("Kuhs Decl."); the March 3, 2016 declaration of Joseph D. Hughes ("Hughes Decl.");
12 the March 4, 2016 declaration of Richard G. Zimmer ("Zimmer Decl."); the March 7, 2016
13 declaration of Bob H. Joyce ("Joyce Decl."); and the March 8, 2016 declaration of Michael D.
14 McLachlan ("McLachlan Decl.").

15 3. My firm's representation of the Lane Family in this case began in about March
16 2014. Prior to that time the Lane Family was represented by Mr. James Lewis.

17 4. Prior to March 2014, including while this matter was in mediation before Justice
18 Ronald Robie, I had several conversations with Mr. Lewis concerning the Lane Family's dispute
19 with Granite. Based on those discussions it was my understanding that it was Granite's claim
20 that its historical pumping and use of groundwater as a tenant on the Lane Family's lands
21 supported a water right allocation to Granite and not to the Lane Family, and that the Lane
22 Family disputed Granite's claim. I understood that Granite's claim and theory were very unique
23 in this case. For example, Mr. Joyce's clients leased a substantial number of acres in the
24 Antelope Valley, including from my other clients, and he has made no claim that a tenant's
25 pumping and historical use of groundwater on leased property can be attributed to the tenant's
26 owned land. I am not aware that this unique theory was at any time asserted by any other party
27 in this case.

1 5. As reflected in the Court’s Phase 4 trial transcripts (1/31/2016 Chester Decl., ¶ 9)
2 the Granite/Lane issue was referred to before the Court on May 30, 2013. Based on that
3 reference, the Court’s June 29, 2013 Phase 4 Decision identifies “Granite Construction Company
4 (Little Rock Sand and Gravel, Inc.)” as the claimant for 2011-2012 pumping.

5 6. In connection with global settlement discussions that began in March 2014, the
6 initial draft, and all subsequent drafts, of Exhibit 4 to the Proposed Judgment and global
7 settlement contained the line item designation set forth in the Phase 4 Decision: “Granite
8 Construction Company (Little Rock Sand and Gravel, Inc.)”

9 7. During the March 2014 global settlement discussions, several methods of
10 allocating water rights among the landowner parties were discussed. With respect to the
11 allocation to the Granite/Little Rock line item, the allocation was determined as a fraction of the
12 2011-2012 groundwater pumping and use by Granite on the property Granite leased from the
13 Lane Family. That allocation was determined to be 234 acre-feet, which is 58.5% of the 400
14 acre-feet 2011-2012 pumping amounts set forth in the Phase 4 Decision.

15 8. In the March 2014 and subsequent settlement meetings, Mr. Kuhs and I had
16 several conversations regarding the possible subdivision of the 234 acre-foot allocation among
17 Granite and the Lane Family. Mr. Kuhs and I never reached final agreement with respect to any
18 subdivision. Mr. Kuhs admits, “Mr. Chester stated that he would check with his client and
19 advise.” (Kuks Decl. ¶ 7, line 26). But, Mr. Kuhs then states that “Mr. Chester and I then
20 advised the several members of the larger group of settling parties that Granite and LS&G [the
21 Lane Family] had agreed on an allocation . . .” (Kuh’s Decl. ¶ 7, line 27). I made no such
22 statement to anyone. No such agreement had been reached. It is notable that none of the other
23 declarants whom Mr. Kuhs relies on to support this claim (Zimmer Decl. ¶6, Joyce Decl. ¶6,
24 Hughes Decl. ¶6 and McLachlan Decl. ¶6) have stated in their respective declarations that they
25 heard me or Robert Kuhs state that we had reached an agreement. In fact, in Mr. Kuhs’ letter
26 dated December 10, 2014 (Exhibit E to his Declaration) he recounts the discussion differently in
27 that he acknowledges “You advised that you would need to talk with your client further, and that
28

1 is where the discussion left off.” There is no mention that he and I then announced to the settling
2 parties’ lawyers that an agreement had been reached because it had not.

3 9. As further evidence that we had not agreed, attached as “Exhibit 5” is a true and
4 correct copy of a series of emails dated May 21, 2014 through May 23, 2014 between Robert G.
5 Kuhs and me relating to a possible settlement of the apportionment of the Granite/Little Rock
6 234 acre-foot allocation wherein I stated to Mr. Kuhs that we needed to finalize and “nail . . .
7 down” the terms of the Granite/Lane Family apportionment. In my May 23, 2014 email to Mr.
8 Kuhs, among other matters mentioned, I offered to draft a settlement agreement with respect to
9 the Granite/Lane issue consistent with “what I proposed several weeks ago.” I also stated,
10 “Obviously, if we can’t settle, we will have to have the court decide this issue.” Mr. Kuhs chose
11 not to respond to my offer in his May 23rd response.

12 10. Thereafter settlement discussions between the Lane Family and Granite occurred
13 throughout the summer and fall of 2014. A face to face meeting between the parties occurred on
14 August 19, 2014. Again, no resolution was reached.

15 11. Attached as “Exhibit 6” is a true and correct copy of an email exchange dated
16 November 25, 2014 between James Dubois, Robert Kuhs and me relating to Exhibit 4 to the
17 global settlement and the line item for Granite and the Lane Family. Once again, I indicated that
18 no agreement had been reached between the parties: “I don’t think any words should be added
19 or subtracted that might suggest that the parties have reached any particular understanding with
20 respect to the manner in which title is held.” Mr. Kuhs responded in that same email exchange:
21 “No objection.”

22 12. Attached as “Exhibit 7” is a true and correct copy of an email I received from Mr.
23 Kuhs on December 1, 2014 regarding the on-going attempts to reach an agreement. No
24 agreement was reached.

25 13. Accordingly, on December 31, 2014, I filed a CMC Statement stating that there
26 remained a dispute between the Lane Family and Granite. (1/31/16 Chester Decl., Ex. 11.) The
27 Court’s Minute Order of January 7, 2015 indicated the issue is “reserved.” (1/31/16 Chester
28 Decl., Ex. 12)

1 14. In submitting the signature pages for the global settlement, I advised counsel for
2 the United States, James Dubois, “the subdivision of the joint allocation to Granite and Little
3 Rock shown on Ex. 4 of the proposed judgment remains unresolved, and such subdivision will
4 be addressed and resolved at a later time.” A true and correct copy of my email to James Dubois
5 is attached hereto as “Exhibit 8.”

6 15. Mr. Kuhs has stated in his declaration that I did not raise the dispute in open court
7 or during the prove-up trial in September of 2015 (Kuhs’ Decl. ¶19). I did not object to
8 Granite’s prove-up because the evidence presented showed pumping and use of groundwater on
9 the Lane Family’s land, and the Granite/Lane issue had been reserved.

10 16. On October 6, 2015 I filed a CMC Statement confirming that the Granite/Lane
11 Family dispute remained unresolved and reserved. (1/31/16 Chester Decl., Ex. 14)

12 17. I made one final attempt to resolve the matter by sending an email to Mr. Kuhs on
13 January 27, 2016, a copy of which is attached as Exhibit J to Mr. Kuhs’ declaration. I received
14 no response and therefore filed the instant motion.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.

17 Executed this 14th day of March, 2016, at Pasadena, California


18 
19
20 Theodore A. Chester, Jr.

EXHIBIT 1

FRANK A. LANE
PRESIDENT

YVONNE M. LANE
SECRETARY

LITTLE ROCK SAND and GRAVEL, Inc.

INDUSTRIAL AND QUARRY PROPERTIES

42220 10TH STREET WEST, SUITE 101 • LANCASTER, CALIFORNIA 93534-7075
(661) 942-0435 • FAX 942-7485

January 13, 2015

Mr. James Roberts
President & CEO
Granite Construction, Inc.
P.O. Box 50085
Watsonville, CA 95077-5085

RE: Antelope Valley Water Adjudication

Dear Mr. Roberts:

We were encouraged by, and thank you for, your November 25, 2014 email regarding my family's disagreement with Granite. We outlined in our November 22, 2014 letter to you our concerns and in your email you committed Granite's local management to work directly with us. After several weeks delay, we met with Granite's representative on December 19, 2014. At that meeting, we discussed various issues, and it was our hope that that discussion would lead to a resolution. Granite's representative said he would get back to us the week of January 5, 2015. However, that time has come and gone without any communication from Granite, and we are concerned that there may be no genuine interest on Granite's part in resolving this matter.

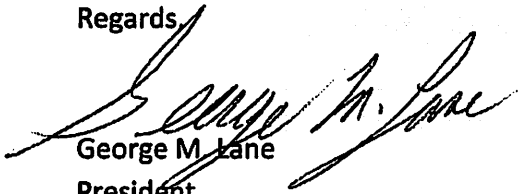
To my knowledge, out of the hundreds of litigants in the water adjudication lawsuit, Granite is the only entity trying to claim its landlord's share of water rights. Granite owns property it acquired in 2008. However, rather than claiming water rights for its property against all parties, Granite elected to satisfy its claim solely against us. This may have been a negotiation tactic in a multi-party process, where settlement is attempted by lawyer and party alliances rather than on the basis of the legal merits. In any event, we believe Granite's approach negatively impacts our relationship with Granite, and contradicts the terms of our lease. Unfortunately, I did not become involved early enough in this process to recognize and attempt to deal with this problem.

We wish to resolve this matter. However, I am worried that Granite's local management has shown very little interest in meeting with us. Your November 25 email invited us to contact you if we felt your additional input is needed. It is. I hope this can be considered at the corporate level because it does not appear to have been done so at the local level.

As I indicated in my November 22 letter, we have always enjoyed our relationship with Granite and my dad spoke very highly of the company. We take pride in conducting our business in a trustworthy and ethical manner, and I am certain Granite believes similarly with respect to the conduct of its business. There is no reason that our two companies can't resolve this matter.

I look forward to your prompt response as time is becoming very critical.

Regards



George M. Lane
President

EXHIBIT 2

FRANK A. LANE
PRESIDENT

YVONNE M. LANE
SECRETARY

LITTLE ROCK SAND and GRAVEL, Inc.

INDUSTRIAL AND QUARRY PROPERTIES

42220 10TH STREET WEST, SUITE 101 • LANCASTER, CALIFORNIA 93534-7075
(861) 942-0435 • FAX 942-7485

November 22, 2014

Granite Construction Company
P.O. Box 50085
Watsonville, CA 95077-5085
ATTN: James H. Roberts, President/CEO
Board of Directors

RE: Lease between Granite Construction Co and Little Rock Sand & Gravel Inc, Palmdale CA

Mr. Roberts and Board of Directors:

In 1987, my father dealt with Bill Dorey to lease 240 acres of mineral resource property for sand and gravel production in Palmdale, CA. Within one day, they made a handshake agreement that later became an executed lease. My father spoke very highly of Bill as a very forthright person.

My father acquired most of this acreage decades ago and started in the gravel business by loading his small dump truck by hand.

At this time, the local division of Granite is claiming part of our water rights in an adjudication lawsuit in the Antelope Valley. Our lease clearly states that Granite has the right to use the water rights during the term of the lease. We're concerned that Granite is attempting to move part of our water rights about ten (10) miles away from the Littlerock quarry to their eventual new quarry in Big Rock. The attorneys are attempting to settle this but have not been successful so far.

The wells are located on our property. All of the water has always been used on our property and, the water rights are part of our property. But Granite is trying to permanently acquire our water rights through the adjudication and political tradeoff alliances with other water users. I believe this is not legally or ethically justified and it is directly adverse to the lease terms.

It is my understanding that all other parties in the adjudication that lease property are not making such claims.

Granite Construction Company has a good reputation in California, but I believe that the leadership in this division is not following the high standards of the company. I think these actions demonstrate greed in order to save a little money. The water rights are important to the future of our family.

We have been long time stockholders in Granite and have followed the ups and downs for many years and we know it is a great company.

This needs your immediate attention.

Thank you.

LITTLE ROCK SAND & GRAVEL INC.

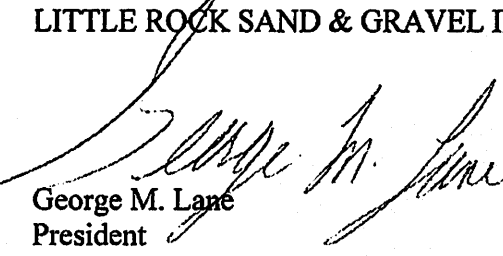

George M. Lane
President

EXHIBIT 3

FRANK A. LANE
PRESIDENT

YVONNE M. LANE
SECRETARY

LITTLE ROCK SAND and GRAVEL, Inc.

INDUSTRIAL AND QUARRY PROPERTIES
42220 10TH STREET WEST, SUITE 101 • LANCASTER, CALIFORNIA 93534-7075
(661) 942-0435 • FAX 942-7485

December 1, 2014

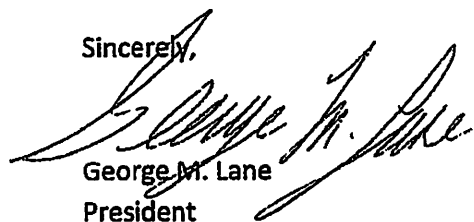
James H. Roberts, President/CEO
Granite Construction Company
P.O. Box 50085
Watsonville, CA 95077-5085

Dear Mr. Roberts:

Thank you for your email last week. It was encouraging that I would be able to talk directly with Granite's management. I wanted to let you know that I have not yet heard directly from Granite's local management. Instead, our lawyer received an email today from Granite's lawyer, a copy of which I am forwarding to you. It was and remains my hope that this matter can be resolved amongst the principals in the near future and that I would have the opportunity to speak with the appropriate management of Granite to discuss this issue as my dad did with Bill Dorey when negotiating this lease. I would like to bring to their attention to the Lease dated, April 8, 1987, Paragraph 3.2 where it references that during the term of the lease, Granite has the right to use the water.

I look forward to discussing this issue with your designee.

Sincerely,



George M. Lane
President

EXHIBIT 4

FRANK A. LANE
PRESIDENT

YVONNE M. LANE
SECRETARY

LITTLE ROCK SAND and GRAVEL, Inc.

January 26, 2015

INDUSTRIAL AND QUARRY PROPERTIES
42220 10TH STREET WEST, SUITE 101 • LANCASTER, CALIFORNIA 93534-7075
(661) 942-0435 • FAX 942-7485

Mr. James Roberts
President & CEO
Granite Construction, Inc.
P.O. Box 50085
Watsonville, CA 95077-5085

RE: Antelope Valley Water Adjudication

Dear Mr. Roberts:

Thank you for your January 15 email. I understand the Bruce McGowan is authorized to act on behalf of Granite to attempt to resolve this matter. I am disappointed, however, to report to you that there has been very little progress towards that goal.

As I indicated in my January 13 letter, I met with Mr. McGowan on December 19. My second communication with him was by telephone on January 14. In that conversation we discussed our differing settlement positions. I have no sense that Granite is willing to compromise from the position it has taken from the beginning. In light of that, I suggested that our disagreement be mediated and/or arbitrated. In my view, our issues with Granite should not involve any of the other parties in the water adjudication case. Mr. McGowan rejected mediation and/or arbitration and suggested no other solution for resolving this matter.

At this point our disagreement remains unresolved. I have enclosed correspondence between our lawyers that outlines the issues. This means that our respective companies will execute the overall stipulation to settle the water adjudication, but that the ultimate subdivision of the jointly allocated water right will have to await future determination. Judge Komar indicated that he would address our issues after he goes through his approval process for the overall settlement. I believe this is an unfortunate result and that it would be better to settle, with mediation if needed, now.

Very truly yours,


George M. Lane

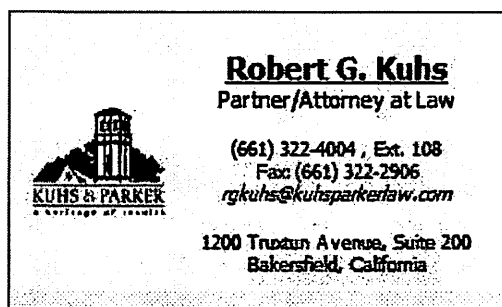
EXHIBIT 5

Ted Chester

From: Robert G. Kuhs [rgkuhs@kuhsparkerlaw.com]
Sent: Wednesday, May 21, 2014 9:48 AM
To: Ted Chester
Subject: RE: Antelope Valley Matters

Ted, I'm short on time this week. What is the urgency on the Burrows information, and what exactly are you looking for?

Robert



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From: Ted Chester [mailto:tchester@smilandlaw.com]
Sent: Wednesday, May 21, 2014 6:03 AM
To: Robert G. Kuhs
Subject: Antelope Valley Matters

Robert

I have three quick requests:

One, please provide me with the Burrows information before the CMC on Friday.

Two, I have not heard from you regarding the Granite/Lane proposal. We should nail this down.

Third, George Lane intends to file an annual 2013 report of pumping for the Granite site. Can you confirm 400 af (the 2012 number) or was there some change from last year?

Thanks

Ted

Theodore A. Chester, Jr.
Smiland Chester LLP
601 West 5th Street, Suite 1100
Los Angeles, CA 90071
Phone: 213-891-1010
Cell: 626-676-5718
Fax: 213-891-1414

Ted Chester

From: Robert G. Kuhs [rgkuhs@kuhsparkerlaw.com]
Sent: Friday, May 23, 2014 9:52 PM
To: Ted Chester
Subject: Re: Antelope Valley Matters

Ted, since we don't have a year worth of data yet, wondering if we should err on the high side?

Sent from my iPhone

On May 23, 2014, at 7:26 PM, "Ted Chester" <tchester@smilandlaw.com> wrote:

Thanks

Sent from my iPhone

On May 23, 2014, at 3:57 PM, "Robert G. Kuhs" <rgkuhs@kuhsparkerlaw.com> wrote:

Ted: 400 a/f is our best estimate at present.

<image001.jpg>

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From: Ted Chester [mailto:tchester@smilandlaw.com]
Sent: Friday, May 23, 2014 3:19 PM
To: Robert G. Kuhs
Subject: RE: Antelope Valley Matters

Robert

As indicated by Judge Komar in today's CMC hearing, some form of evidentiary prove up will be needed for the settling parties. I need basic support for pumping for Pivot #3 for all years it operated. On March 14 I provided you with a summary sheet (which your client provided to my client) and which you partially confirmed. But I need the data that supports that summary sheet. In your March 14 email you suggested that Burrows seek this data via discovery procedures. I did not want to do that because we have been, and continue to be, engaged in cooperative settlement negotiations. However, if you still think that is what Burrows should do in order to get the information, I will notice Mr. Atkinson's deposition. Please let me know by next Tuesday.

With respect to Granite/Lane, I will draft a settlement agreement consistent with what I proposed several weeks ago. Obviously, if we can't settle, we will have to have the court decide this issue.

Finally, can you answer my third question below?

Thanks.

From: Robert G. Kuhs [<mailto:rgkuhs@kuhsparkerlaw.com>]
Sent: Wednesday, May 21, 2014 9:48 AM
To: Ted Chester
Subject: RE: Antelope Valley Matters

Ted, I'm short on time this week. What is the urgency on the Burrows information, and what exactly are you looking for?

Robert

<image001.jpg>

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From: Ted Chester [<mailto:tchester@smilandlaw.com>]
Sent: Wednesday, May 21, 2014 6:03 AM
To: Robert G. Kuhs
Subject: Antelope Valley Matters

Robert

I have three quick requests:

One, please provide me with the Burrows information before the CMC on Friday.

Two, I have not heard from you regarding the Granite/Lane proposal. We should nail this down.

Third, George Lane intends to file an annual 2013 report of pumping for the Granite site. Can you confirm 400 af (the 2012 number) or was there some change from last year?

Thanks

Ted

Theodore A. Chester, Jr.
Smiland Chester LLP
601 West 5th Street, Suite 1100
Los Angeles, CA 90071
Phone: 213-891-1010
Cell: 626-676-5718
Fax: 213-891-1414

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EXHIBIT 6

Ted Chester

From: Robert G. Kuhs [rgkuhs@kuhsparkerlaw.com]
Sent: Tuesday, November 25, 2014 8:21 PM
To: Ted Chester
Cc: Dubois, James (ENRD) (James.Dubois@usdoj.gov)
Subject: Re: Granite Exhibit 4 Allocation

No objection.

Sent from my iPhone

On Nov 25, 2014, at 7:19 PM, Ted Chester <tchester@smilandlaw.com> wrote:

Jim

In the second entry, I would ask that it be kept the same as what currently exists, i.e., "Granite Construction Company (Little Rock Sand & Gravel Inc.);" I don't think any words should be added (or subtracted) that might suggest the parties have reached any particular understanding with respect to the manner in which title is held.

Ted

From: Robert G. Kuhs [mailto:rgkuhs@kuhsparkerlaw.com]
Sent: Tuesday, November 25, 2014 5:52 PM
To: Dubois, James (ENRD) (James.Dubois@usdoj.gov)
Cc: Ted Chester
Subject: Granite Exhibit 4 Allocation

Jim: In follow-up to our call, please break out the Big Rock water as follows:

| Claimant Name | Pre-Rampdown Production | Overlying Production Right | Percentage Share |
|--|-------------------------|----------------------------|------------------|
| Granite Construction Company: Big Rock Facility | 126 | 126 | (Calculate) |
| Granite Construction Company: Littlerock Facility (Little Rock Sand & Gravel Inc.) | 400 | 234 | (Calculate) |

Robert G. Kuhs

<image001.jpg>

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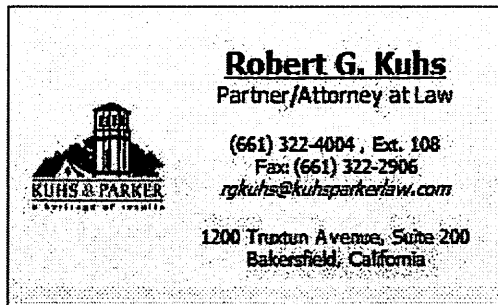
EXHIBIT 7

Ted Chester

From: Robert G. Kuhs [rgkuhs@kuhsparkerlaw.com]
Sent: Monday, December 01, 2014 9:00 AM
To: Ted Chester
Cc: Taylor, William
Subject: Antelope Valley Groundwater Settlement Granite/Lane

Ted: I discussed Mr. Lane's letter with Granite's representatives. Granite will provide a written response. I do not, however, anticipate that the response will change Granite's settlement position. When we last spoke, Granite offered to reduced its allocation at Littlerock to 95/139 with no conditions. 95 acre-feet is the absolute minimum that Granite is willing to accept. Please advise whether the 95/139 split is acceptable, so that we can move forward with the global settlement.

Robert Kuhs



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EXHIBIT 8

Ted Chester

From: Ted Chester
Sent: Friday, February 20, 2015 4:25 PM
To: 'Dubois, James (ENRD)'
Subject: RE: Antelope Valley Adjudication: Draft Judgment and Stipulation
Attachments: Signature Pg (Executed) to Stip & Physical Solution-George Lane.pdf; Signature Pg (Executed) to Stip & Physical Solution-Radia.pdf; Signature Pg (Executed) to Stip & Physical Solution-Burrows.pdf

Jim,

Attached are the signature pages for my clients: Landinv, Inc.; Bruce Burrows; 300 A 40 H, LLC; The George and Charlene Lane Family Trust; The Frank and Yvonne Lane 1993 Family Trust; Little Rock Sand and Gravel, Inc.; Monte Vista Building Sites, Inc.; and A.V. Materials, Inc. I understand that these signature pages will be held in trust/escrow pursuant to your email below. Also, the signature of Little Rock Sand and Gravel, Inc. is provided with the understanding that the subdivision of the joint allocation to Granite and Little Rock shown on Ex. 4 of the proposed judgment remains unresolved, and such subdivision will be addressed and resolved at a later time.

Ted

From: Dubois, James (ENRD) [<mailto:James.Dubois@usdoj.gov>]
Sent: Tuesday, February 17, 2015 3:55 PM
To: 'Daphne Borromeo Hall'; 'Casey, Ed'; 'jtootle@calwater.com'; 'jgoldsmith@kmtg.com'; 'franksatalino@sbcglobal.net'; 'lmcclhaney@bmblawoffice.com'; 'DEvertz@murphyeverz.com'; 'TomBunn@lagerlof.com'; 'BJoyce@lebeauthelen.com'; 'mike@mclachlanlaw.com'; 'Brady, Andrew'; 'wsloan@mofo.com'; 'jgreen@grimmway.com'; 'cms@eslawfirm.com'; 'keith@Lemieux-Oneill.com'; 'Brad@charltonweeks.com'; 'erenwick@hanmor.com'; 'wcarlson@herumcrabtree.com'; 'ajr@bkslawfirm.com'; 'RSB@bkslawfirm.com'; 'jlewis@walshdelaney.com'; 'Rusinek, Walter E.'; 'Wwellen@counsel.lacounty.gov'; 'Michael.Davis@greshamsavage.com'; 'rgkuhs@kuhsparkerlaw.com'; 'noah.goldenkrasner@doj.ca.gov'; Ted Chester; 'Jeffrey V. Dunn (jeffrey.dunn@bbklaw.com)'; 'marilyn.levin@doj.ca.gov'; 'rmyers@clifford-brownlaw.com'; 'eric.garner@bbklaw.com'; 'mfife@bhfs.com'; Scott Kuney; Wendy Wang (Wendy.Wang@bbklaw.com); Jmarkman@rwglaw.com; jim@mcmurtreyhartsock.com; JHughes@KleinLaw.com; 'Richard Zimmer (RZimmer@clifford-brownlaw.com)'; Arnold K. Graham; bbrunick@bmklawplc.com; OYARZO, EDWIN M GS-14 USAF HAF AFCEC/AFLOA-JACE-WR; Seidel, Warren Civ USAF AFMC 412 TW/JA
Cc: Leininger, Lee (ENRD); Himebaugh, Laurie (ENRD); Dubois, James (ENRD)
Subject: Antelope Valley Adjudication: Draft Judgment and Stipulation
Importance: High

Colleagues:

Attached please find a spreadsheet showing the parties from whom I have received an actual PDF signature, as opposed to mere assurance that a signature is in hand. Please make sure that everyone who will be signing the stipulation is included on the spreadsheet for tracking purposes. If you think someone has been inadvertently omitted, please let me know. If you think someone should be removed let me know.

Given that we have assured the Court that we will be filing Stipulations on the 26th of this month, I propose the following:

- 1) Those who have signed stipulations, please send me a pdf of the signature(s) as soon as possible. **SINCE MIKE MCLACHLAN WILL BE FILING THE STIPULATION WITH HIS MOTION FOR APPROVAL OF THE CLASS SETTLEMENT, AND MIKE WILL BE UNAVAILABLE AFTER MIDMORNING ON 2/26, ALL SIGNATURES NEED TO BE SENT TO THE THREE ADDRESSES IN THE CC LINE BY COB ON FEBRUARY 25TH.**

- 2) We will "escrow" the signatures and compile a complete document to provide to Mike. That package will include the Stipulation, signature pages and the December 10, 2014 version of the Judgment that folks have been getting approval for. If we don't close on the 26th, nothing will be done with the signatures we receive.
- 3) NOTHING will be filed on the 26th, or sent to Mike for filing, unless the U.S., Waterworks 40 and the Small Pumper Class have all signed the stipulation. We understand that without these major players we do not really have any "deal". The United States' approval is still in process, but those with authority are aware of the deadlines we are working with and I expect we will be able to meet the deadline.
- 4) We will keep track of signatures received and send out an update on Monday, February 23rd. Feel free to lean on anyone who has not provided a signature.
- 5) At the close of business on the 25th we will send out the status of signatures and try to address any issue that have arisen.
- 6) Assuming completion, we will send the entire package to Mike and the rest of the parties early on the 26th. They will all become exhibits to Mike's motion.

Jim

James J. DuBois
U.S. Department of Justice
Environment & Natural Resources Division
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PROOF OF SERVICE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I, Felicia Herbstreith am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 140 South Lake Avenue, Suite 274, Pasadena, California 91101.

On **March 14, 2016**, I served the foregoing document described as: **DECLARATION OF THEODORE A. CHESTER, JR. AND EXHIBITS THERETO IN SUPPORT OF LANE FAMILY'S REPLY TO GRANITE CONSTRUCTION COMPANY'S OPPOSITION TO MOTION FOR POST-JUDGMENT SUPPLEMENTAL ORDER** on the interested parties in this action by posting the document listed above to the Santa Clara County Superior website in regard to the Antelope Valley Groundwater Adjudication matter, pursuant to the Electronic Filing and Service Standing Order of Judge Komar.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **March 14, 2016**, at Pasadena, California.


Felicia Herbstreith