
Water Supply Assessment

Columbia Way Industrial Development, Los Angeles County, California

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Prepared for:

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Acronyms and Abbreviations

Acronym/Abbreviation	Definition
AF	acre-feet
AFY	acre-feet per year
APN	Assessor's Parcel Number
AVEK	Antelope Valley East Kern Water Agency
AVWM	Antelope Valley Watermaster
BAP	Base Annual Production
CEQA	California Environmental Quality Act
CWC	California Water Code
District 40	Los Angeles County Waterworks District No. 40
DWR	California Department of Water Resources
gpd	gallons per day
gpm	gallons per minute
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
LACWD	Los Angeles County Waterworks District
LAFCO	Local Agency Formation Commission
MCL	Maximum Contaminant Level
PWS	public water system
SB	Senate Bill
SGMA	Sustainable Groundwater Management Act
USGS	United States Geological Survey
WSA	Water Supply Assessment
WSV	Water Supply Verification

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1 Introduction

1.1 Purpose of Document

Senate Bill (SB) 610 was enacted in 2002, amending the California Water Code (CWC) to require detailed analysis of water supply availability for certain types of development projects. The primary purpose of the Bill is to improve the linkage between water and land use planning by ensuring greater communication between water providers and local planning agencies and ensuring that land use decisions for certain large development projects are fully informed as to whether a sufficient water supply is available to meet project demands. SB 610 requires preparation of a Water Supply Assessment (WSA) for a project that is subject to the California Environmental Quality Act (CEQA) and meets certain requirements. SB 610 is codified in CWC Division 6, Part 2.10 (Sections 10910–10915).

The Columbia Way Industrial Development (Project) has been determined to be subject to CEQA, with the City of Palmdale (City) acting as lead agency. The Project qualifies as a “Project” per California Water Code Section 10912(a) because it is a proposed industrial, manufacturing, or processing plant, or industrial park that occupies more than 40 acres of land, and has more than 650,000 square-feet of floor space. The lead agency will make an independent determination as to whether there is adequate water supply for the proposed Project, having considered the entire administrative record. In compliance with SB 610, this WSA examines the availability of the identified water supply under normal-year, single-dry-year, and multiple-dry-year conditions over a 20-year projection. This WSA also accounts for the projected water demand of the Project plus other existing and planned future uses of the identified water supply.

1.2 Project Location and Description

The Project plans consist of two warehouse buildings and offices totaling approximately 3,001,712 square feet on 151 acres of vacant land in the City of Palmdale, California in Los Angeles County. The Project site is bounded by Columbia Way (recently renamed from East Avenue M), to the South, Avenue L to the North, 36th St. E to the East, and 30th Street E. to the West (Figure 1). The industrial/warehouse classification of the Project is consistent with the Zoning classification of Industrial that is designated in the General Plan and the zoning map (City of Palmdale 2022). The Project site currently consists of disturbed land, is vacant and was historically an agricultural site used for farming practices. The past water source for the Project site was from onsite wells that are no longer in use. Site plans provided by the client can be found in Appendix A. The Project’s estimated water demand is 110.93 AFY which is discussed in further in Section 2.

1.3 Water Supply Assessment Applicability

SB 610 amended CWC Sections 10910 and added Sections 66455.3 and 66473.7 to the Government Code with the intention of creating a direct relationship between water supply and land use and to connect developers, planners, and local water agencies at the early stage in the planning process through WSA’s.

SB 610 establishes the legal framework for assessing the sufficiency of water supply for new development which qualify as a “Project”. Per California Water Code Section 10912(a), a “Project” means any of the following:

- Proposed residential development of more than 500 dwelling units

- Proposed shopping center or business establishment employing more than 1,000 persons, or having more than 500,000 square-feet of floor space
- Proposed commercial office building employing more than 1,000 persons or having more than 250,000 square-feet of floor space
- Proposed hotel or motel or both, having more than 500 rooms
- Proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square-feet of floor area
- Proposed mixed-use project that includes one or more of the above components
- Proposed project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project. (Water Code Section 10912(a).)

The Project qualifies as a “Project” per California Water Code Section 10912(a) because it is a proposed industrial, manufacturing, or processing plant, or industrial park that occupies more than 40 acres of land, and has more than 650,000 square-feet of floor space.

The CWC, as amended by SB 610, requires that a WSA address the following questions:

- Is there a public water system that will service the project?
- Is there a current Urban Water Management Plan (UWMP) that accounts for the project demand?
- Is groundwater a component of the supplies for the project?
- Are there sufficient supplies to serve the project over the next 20 years?

The primary question to be answered in a WSA per the requirements of SB 610 is: *Will the total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection meet the projected water demand of the proposed project, in addition to existing and planned future uses of the identified water supplies, including agricultural and manufacturing uses?*

The response to this question also informs and assists the lead agency in responding to the CEQA Guidelines Utilities and Service Systems question: *Would the Project have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years?*

1.3.1 Is There a Public Water System that Will Service the Project?

Section 10912 of the CWC defines a “public water system” as a system that has 3,000 or more service connections and provides piped water to the public for human consumption. Los Angeles County Waterworks District No. 40, Antelope Valley (herein referred to as District 40) is the most proximate public water supplier to the Project, however the Project site lies outside the service area of District 40. The Project site is located approximately 0.5 miles from the current service boundary of District 40, Region 04, and the developer is in the process of working with District 40 to annex the Project site into their service area (Figure 2). District 40 as a whole serves eight regions in total which were consolidated into a single district in 1993. District 40 consists of approximately 1,057 miles of water lines and 71 potable water tank reservoirs (District 40, 2021).

This WSA assumes District 40 will be the public water system provider upon annexation of the Project site land. As part of the Project's annexation, it proposes to extend a 24" main approximately 13,400 linear feet within Columbia Way and extend a 16" main from L-8 to Columbia Way for a total of 10,800 linear feet (D. Palanjian, personal communication, 2023). The annexation will also require LA County Local Agency Formation Commission (LAFCO) approval which is being concurrently processed.

Under SB 610, WSA reports must be prepared and furnished to local governments by the water utility serving that community for inclusion in any environmental documentation for projects meeting the specified requirements under Section 10912 (a) of the CWC and subject to CEQA. According to CWC Section 10910 (g)(1), "[...] the governing body of each public water system, or the city or county if either is required to comply with this act [...] shall approve the assessment prepared pursuant to this section at a regular or special meeting." According to SB 610, the public water system serving the project area is required to prepare the WSA report.

1.3.2 Urban Water Management Plan Coverage

Urban Water Management Plans (UWMPs) are prepared by California's urban water suppliers to support long-term resource planning and ensure adequate water supplies. UWMPs must be updated and submitted to the California Department of Water Resources (DWR) every 5 years for review and approval. DWR has identified the UWMP as a foundational document in the preparation of a WSA, noting that a thorough UWMP can provide the required information to fulfill the standards set forth by SB 610. Every urban water supplier that either delivers more than 3,000 AF per year (AFY) of water annually or serves more than 3,000 connections is required to assess the reliability of its water sources over a 20-year period under normal-year, dry-year, and multiple dry-year scenarios; these are the same requirements of a WSA, as specified by SB 610. A WSA may also rely on additional water supply data beyond the information in the UWMP.

An UWMP was created and submitted to DWR to satisfy 2020 requirements by District 40. The 2020 UWMP contains detailed information about the urban water supplier's water supply and demand estimates and serves as an update to District 40's water resource needs, water use efficiency programs, water reliability assessment and strategies to mitigate water shortage conditions. The Project site is located within the city limits for the City of Palmdale and the area is included in the 2030 General Plan which shows the existing general plan designation and zoning for the site, however, this Project was not specifically included in the 2020 UWMP as it did not exist at the time the UWMP was prepared. According to the City's General Plan, the land use and zoning designations for the Project site are Industrial, which typically includes practices such as assembly, fabrication, packaging and transport, with operations conducted primarily indoors (City of Palmdale, 2023).

Additionally, the UWMP projects increased industrial water use in 5-year increments through 2045 within its service area. While the actual industrial water demand in 2020 was reported at 82 AFY, the 2025 demand is estimated to be 3,315 AFY and increase to 4,226 AFY by 2045 (District 40, 2021). The increased industrial demand over the 20-year period, described in the UWMP, reflects a projection of the increased industry in the area. Alongside District 40's projected population growth, it is reasonable to assume that the Project's water demand (discussed in Section 2) is included within the projected water demand forecasts estimated in the 2020 UWMP.

The UWMP indicates that District 40 can meet water demands during normal years, single dry years, and a five consecutive year drought period over the next 20 years. It should be noted, however, that the severity and frequency of Southern California drought cycles have increased in recent years and the current UWMP forecast model is

limited to 5-year drought scenarios. It is possible these scenarios will need to be revised for California in the future to account for the changing climate (see Section 1.3.5). Given the available information, however, District 40 has been able to meet demands during historical 5-year droughts and has a water shortage contingency plan as well as demand management measures in place. LACWD will also rely more heavily on water shortage declarations and the water conservation plans during periods of extended droughts (LACWD, personal communication, 2023).

1.3.3 Is Groundwater a Component of the Supplies for the Project?

The Project is not expected to use water sourced from any on-site wells, however, it is assumed that it will rely on District 40 for water supply which may include a portion of groundwater from District 40's own groundwater wells. District 40 relies on both purchased (imported) water and groundwater as its supply sources. Groundwater is considered an important secondary source for District 40 and is pumped from the Antelope Valley Groundwater Basin. Groundwater is described in more detail in Section 4.3.

2 Project Water Demand

The calculated Project water demand is estimated to be a maximum of approximately 337.23 AFY based on demand estimates provided by LACWD for office and warehouse buildings and landscape water demand provided by Hunter Landscape (Appendix B). Demand estimates provided by LACWD assume a water demand of 64 gpd per 1000 sq ft for office space and 25 gpd per 1000 sq ft for industrial warehouse (LACWD, personal communication, 2023). Table 2.1 presents the estimates for the operation and maintenance of the Project.

Table 2.1. Project Water Demand Estimates

Use	Area (sq. ft.)	Water Generation Rates (GPD/1000 sq. ft)	Water Demand (GPD)	Water Demand (AFY)
Office	40,000	0.064	2,560	2.87
Warehouse	2,961,712	0.025	74,043	82.94
Landscaping	880,912			25.12
Totals				110.93

Source: Hunter Landscape, 2023; LACWD, personal communication, 2023

Notes: AF = acre-feet; 1 acre-foot = 325,851 gallons.

Construction is estimated to begin in July 2024 and be completed by January 2026. Demand estimates for the Project from 2025 to 2045 are presented in Table 2.2. Water demand is expected to remain consistent over the 20-year period.

Table 2.2. Projected Water Demand of Project over 20-year period

Supply/Demand	Projected (AF)				
	2025	2030	2035	2040	2045
Total Water Demand (AFY)	110.93	110.93	110.93	110.93	110.93

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3 Water Resources Plans and Programs

3.1 Sustainable Groundwater Management Act

The Sustainable Groundwater Management Act (SGMA) is a package of three bills (Assembly Bill 1739, SB 1168, and SB 1319) and provides local agencies with a framework for managing groundwater basins in a sustainable manner. The SGMA establishes minimum standards for sustainable groundwater management, roles and responsibilities for local agencies that manage groundwater resources, priorities, and timelines to achieve sustainable groundwater management within 20 years of adoption of a Groundwater Sustainability Plan (GSP). The SGMA also requires all high and medium priority basins be sustainably managed. The Project lies within the Antelope Valley Groundwater Basin (DWR Basin No. 6-044) as mapped by the California Department of Water Resources (DWR). DWR has designated the Antelope Valley Groundwater Basin as very low priority¹ and the Basin has been adjudicated to determine the water rights of the various producers. Because the Project is within an adjudicated area, it is not subject to the requirements of California's Sustainable Groundwater Management Act, but instead is subject to groundwater pumping allocations under the court adjudication to establish the safe yield, quantify groundwater production, and establish respective water rights among groundwater producers (Antelope Valley Watermaster, 2023).

3.2 Urban Water Management Planning Act

The Urban Water Management Planning Act (CWC Sections 10610–10657) requires urban water suppliers to prepare a UWMP every 5 years and to submit it to the DWR, the California State Library, and any city or county within which the supplier provides water supplies. All urban water suppliers, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet (AF) annually are required to prepare a UWMP (CWC Section 10617).

The Urban Water Management Planning Act was enacted in 1983. Over the years, it has been amended in response to water resource challenges and planning imperatives confronting California. A significant amendment was made in 2009 as a result of the governor's call for a statewide 20% reduction in urban water use by 2020, referred to as "20x2020," the Water Conservation Act of 2009, and "SB X7-7." This amendment required urban retail water suppliers to establish water use targets for 2015 and 2020 that would result in statewide water savings of 20% by 2020. Beginning in 2016, urban retail water suppliers were required to comply with the water conservation requirements in SB X7-7 in order to be eligible for state water grants or loans.

A subsequent substantial revision to the Urban Water Management Planning Act was made in 2018 through a pair of bills (i.e., Assembly Bill 1668 and SB 606), described below in Section 3.4, Water Use Efficiency Standards. These changes include, among other things, additional requirements for Water Shortage Contingency Plans, expansion of dry-year supply reliability assessments to a 5-year drought period, establishment of annual drought risk assessment procedures and reporting, and new conservation targets referred to as "annual water use objectives," which will

¹ Under the 2019 Basin Prioritization, all adjudicated basins were automatically assigned a very low priority because they are excluded from SGMA. A "very low" priority in this case does not suggest that a basin does not have problems with respect to groundwater.

require retailers to continue to reduce water use beyond the 2020 SB X7-7 targets. The Urban Water Management Planning Act contains numerous other requirements that a UWMP must satisfy.

3.3 Water Use Efficiency Standards

The Water Conservation legislation of 2018 (SB 606 and Assembly Bill 1668) — referred to as “Making Water Conservation a California Way of Life” or the “2018 Water Conservation Legislation”— established a new foundation for long-term improvements in urban water supplier conservation and drought planning in order to adapt to climate change and the longer more intense droughts in California. Together, Assembly Bill 1668 and SB 606 lay out a new long-term water conservation framework for California. This new framework is far-reaching for both the urban and agricultural sectors of California and represents a major shift in focus. Programs and initiatives are organized around four primary goals:

1. Use water more wisely
2. Eliminate water waste
3. Strengthen local drought resilience
4. Improve agricultural water use efficiency and drought planning

Collectively, this legislation provides a road map for all Californians to work together to ensure that we will have enough water now and in future years. One of the major outcomes of the legislation is the adoption of long-term standards for the efficient use of water and performance measures for commercial, industrial, and institutional water use on or before June 30, 2022. The bill establishes a standard for indoor water use of 55 gallons per capita daily to be reached by 2025, decreasing to 50 gallons per capita daily beginning in 2030, or an alternative to this standard as determined jointly by DWR and State Water Resources Control Board in accordance with necessary studies and investigations.

On July 8, 2021, the Governor signed Executive Order N-10-21 which asks Californians to voluntarily reduce water use by 15% from 2020 levels. The Executive Order was in direct response to California experiencing the second driest year on record and the ongoing drought.

On January 4, 2022, the State Water Resources Control Board adopted an emergency regulation that prohibits certain wasteful water use practices statewide and encourages Californians to monitor their water use more closely while building habits to use water wisely.

3.4 Water Conservation Measures

District 40 manages and implements water conservation measures in order to ensure demand is met in times of drought. The following examples can be found in Section 9 of the District 40 UWMP:

- Water Waste Prevention Ordinances – Enforces water waste ordinances via violation and establishes a set of approved plants and trees for landscaping.
- Metering – Ongoing process of replacing all metered connections with Advanced Metering Infrastructure.
- Conservation Pricing – Establishes surcharges when water shortage levels increase.

- Outreach and Education
- Program Coordination and Staffing Support
- Assessment and Management of System Real Loss (leakage area)
- Audits and Rebates

District 40 also has a Phased Water Conservation Plan that is implemented when shortages in water supply are forecasted. Water used over the target measure is subject to a surcharge in order to curb demand for water users within District 40 (LACPW, 2015).

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4 Water Resources Inventory and Setting

4.1 Local Surface Water

District 40 does not use local surface water to meet its water demands.

4.2 Imported Water and Wastewater/Recycled Water

District 40 purchases water from Antelope Valley East Kern Water Agency (AVEK), who receives the majority of its water supply as part of the State Water Project (SWP). The water purchased by AVEK is used to provide potable water to other water agencies, such as District 40, as well as for groundwater recharge for AVEK groundwater banks during wet years. While AVEK has a maximum purchase supply of 144,844 AFY from the SWP, 2020 studies have shown that approximately 60% of the total purchase supply is received due to demand in an average year. However, District 40 is aware additional water supplies are needed to match future growth projections within Antelope Valley. Projections for the amount of water purchased by District 40 from AVEK can be seen in detail in Section 5. In 2020 District 40 purchased 31,552 AF of water from AVEK (District 40, 2021).

Treatment and disposal of recycled water within District 40's service area is managed by Los Angeles County Sanitation District, the City of Lancaster, and the Palmdale Recycled Water Authority. The recycled water is used for agricultural reuse, urban irrigation, construction, wetland water, and recreational impoundments. As of 2020, the current recycled demand was 362 AFY, and the use of recycled water is estimated to increase each year until 2040, at which time it peaks at 1,302 AFY (District 40, 2021). As of 2020, there is currently more recycled water supply than there is demand. Future infrastructure projects are needed to make the surplus water more beneficial.

4.3 Groundwater

Groundwater is considered an important secondary source of water supply for District 40, behind imported water. The Central Antelope Valley Subarea accounts for 62% of the groundwater pumping that occurs within the Basin, with most of the production wells in the eastern half of the Subarea. The Final Judgement requires the Watermaster Engineer to monitor safe yield throughout the Basin and metering of wells has been required since December 23, 2017 (Antelope Valley Watermaster, 2023). Since the adjudication began, there has been a net loss of storage within the Basin as a whole of 53,940 AF. The Central Antelope Valley Subarea where the Project is to be constructed, however, has seen an overall increase in volume of 188,959 AF since adjudication began. Table 4.1 shows the historical change in groundwater volume from 2016 to 2022 for the Subarea.

Table 4.1. Change in Groundwater Volume (AF) in the Central Antelope Valley Subarea

2016	2017	2018	2019	2020	2021	2022	2016-2022
60,993	16,258	59,830	69,352	-624	-58,364	188,959	188,959

Source: AVWM, 2023, page 43 of the 2022 Annual Report.

Notes: AF = acre-feet; 1 acre-foot = 325,851 gallons.

According to the UWMP, it is assumed that the available groundwater supply during all year types will be the same and based off sustainable yield determined in the adjudication (District 40, 2021). Historical groundwater pumped by District 40 from 2016 to 2020 is presented in Table 4.2.

Table 4.2. Groundwater Pumped from Antelope Valley Groundwater Basin (AF)

Groundwater Type	GW Basin	2016	2017	2018	2019	2020
Alluvial Basin	Antelope Valley Groundwater Basin	16,002	17,397	17,274	12,813	14,266
Total		16,002	17,397	17,274	12,813	14,266

Source: District 40, 2021, page 6-2 of the UWMP.

Notes: AF = acre-feet; 1 acre-foot = 325,851 gallons.

4.3.1 Groundwater Basin Description

The proposed Project is to be located within the Antelope Valley Groundwater Basin (DWR Basin No. 6-44) as mapped by the California Department of Water Resources (Figure 2). The Basin is an adjudicated groundwater basin and is exempt from the requirements of developing a Groundwater Sustainability Plan (GSP) as it is designated as a very-low priority basin. Final Judgment was entered in 2015 (Appendix C) and the Court appointed the Watermaster, a five-member board of directors, to oversee the ruling. Adjudication covers 1,390 square miles of the 1,580 total square miles that comprise the Basin. The Basin is divided into five Subareas:

- Central Antelope Valley Subarea (Project location)
- West Antelope Valley Subarea
- South East Subarea
- Willow Springs Subarea
- Rogers Lake Subarea

In order to sustainably manage groundwater supply, a native safe yield of 82,300 AFY was established for the entire Antelope Valley Groundwater Basin. The Basin is considered closed with pumping being the only source of groundwater outflow. The adjudication provides a framework to sustainably manage the Basin and mitigate groundwater level declines and land subsidence. In 2016, the Watermaster Board and an Advisory Committee (both entities required under the Judgment) were formed. The Board finalized hiring of the Watermaster Engineer (required by the Judgment) at the end of April 2017 to provide hydrogeological and technical analyses and to guide administrative functions to fulfill the Judgment (Antelope Valley Watermaster 2023). In 2020, DWR issued an updated list of critically overdrafted basins, and the Antelope Valley Groundwater Basin was not included due to its adjudicated status (DWR, 2020).

The Basin is surrounded on the southwest and northwest by the San Gabriel Mountains and the Tehachapi Mountains, and on the southeast by a series of low ridges, buttes, and hills (Antelope Valley Watermaster 2023). The Basin lies at the eastern base of the Sierra Nevada and underlies an alluvial valley which consists of fill with unconsolidated brown or bluish sandy silty gravel with occasional boulders (DWR, 2004) (Figure 3).

4.3.2 On-Site Well Inventory and Groundwater Levels

Numerous monitoring wells exist throughout the Basin to track groundwater levels in each Subarea. As of the 2022 Annual Watermaster Report, the majority of the monitoring wells show a historical trend declining water levels, with the largest declines occurring near areas with the most production wells and in the Central Antelope Valley Subarea. The most extreme water level decline can be seen in Well USGS_5201, which has a 60-foot decline since 1997 (Antelope Valley Watermaster, 2023). Since 2015, however, many of the hydrographs show the water levels stabilizing and some wells showing a slight increase in water levels. This is also verified by two nearby USGS monitoring wells (007N011W28Q001S and 007N011W31M001S) which both show stabilization of water levels in the last 9 years (USGS, 2023).

4.3.3 Groundwater Quality

Groundwater within the Basin is considered to be of good quality. Natural trace elements such as boron can be elevated throughout the Basin, but generally meet drinking water standards and water quality management goals throughout the Basin. The two main constituents of concern are arsenic and nitrate, both of which are naturally occurring, with nitrate levels potentially also being elevated from farming and agricultural practices. Wells concentrations of nitrate and arsenic above the Maximum Contaminant Levels (MCL's) are either blended with water from another well or shut down (Antelope Valley Watermaster, 2023). District 40 assumes that groundwater chemical constituents are not a threat to potable water supply in the future and intends to mitigate any issues that arise either by drilling replacement wells or blocking contamination zones in existing wells.

4.4 Climate

The city of Palmdale is classified as a semi-arid climate with low humidity, relatively low and irregular precipitation, and high evapotranspiration. Palmdale averages approximately 5.9 inches of precipitation annually based upon the 30-year average from 1991 through 2020 (Los Angeles Almanac, 2023), with the majority of the precipitation occurring between December and March. According to the Antelope Valley Integrated Regional Water Management Plan, the average temperature is expected to rise by at least five degrees Fahrenheit by 2100 increasing the challenges and uncertainty of water supply planning. Increasing temperatures are expected to exacerbate drought conditions. Drought has persisted in California with 9 of the 13 most recent water years seeing drought conditions.

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5 Reliability of Water Supplies

Analysis of water demand, both historical and projected is presented in Chapter 5 using the Tables presented in the District 40 UWMP. Details of the Project water demand over a 20-year period can be found in Section 2. For the purposes of this analysis, it is assumed that District 40 will be the public water supplier for the Project as the annexation process is currently underway.

5.1 District 40 Water Demand and Supplies

The current and projected water demand for District 40 is presented in Table 5.1. Table 5.1 breaks down the current and projected District water demand by sector use, with projections taken from the 2020 UWMP. Table 5.2 includes a projection of District supply and demand with the Project demand from Section 2 added for a normal water year in 5-year increments through 2045. Table 5.2 shows a surplus of water availability for each given year despite increasing demand as a factor of population growth. Table 5.3 and Table 5.4 show the current and projected District water supply and demand estimates for a single dry year, and multiple dry years, respectively. For all the dry year scenarios, there is either a surplus of water supply or supply matches demand. According to the 2020 UWMP:

In the normal, single, and multiple dry year scenarios, no supply shortage is anticipated because AVEK can meet the District's demands by pumping groundwater from its banked supplies. The Drought Risk Assessment (DRA) shows that no single year during the five-year drought period is projected to experience a supply shortage.

In addition, District 40 anticipates large demand growth in the industrial water demand sector (Table 5.1) starting in 2025, and while this Project may not be specifically referenced in the UWMP, natural growth in the sector has been anticipated. Although the Project may not be completed until 2026, Project water demand totals were added to 2025 in the event of early construction. Table 5.5 shows the 2020 service area population as well as projections out to 2045 assuming a 1% growth rate per the UWMP.

District 40 is highly reliant on imported water purchased from AVEK as it accounts for nearly 65 percent of District 40's supply from 2025 to 2045 (Table 5.2). In an average year, AVEK receives approximately 58 percent of its allotted water maximum from the SWP, giving AVEK some flexibility to weather multiple dry years. For the purposes of projections, it is assumed District 40 purchases approximately 58,800 AFY as part of the AVEK SWP Allocation. During single dry years scenarios (Table 5.3), District 40 decreases the use of AVEK SWP supplies to 5,000 AFY and instead meets the demands by pumping groundwater from its banked supplies with no supply deficit forecasted. This does not necessarily mean, however, that District 40 is able to extract any amount at any given time due to capacity constraints and/or maintenance plans (Samaan, personal communication, 2023).

The multiple dry years scenario (Table 5.4) is based on a period of drought from 1988-1992 that the region experienced. In this scenario, the AVEK SWP supply and the banked groundwater supply fluctuate each consecutive dry year in order to maintain supply sustainability. It is important to acknowledge that water supply availability for delivery by the SWP is highly variable in nature depending on factors such as rainfall, snowpack, reservoir storage, etc., however, DWR has done extensive modeling and given guidance to water systems on how to incorporate supply projections in their 2020 UWMP's.

District 40's groundwater production rights remain unchanged during all year scenarios and the use of recycled water use is forecasted to increase each year from 2025 to 2040.

Groundwater banking is essential for District 40 and AVEK to reliably provide groundwater as second source of water supply. While the adjudication helps control the production and pumping limits, groundwater banking allows the aquifers to recharge and groundwater is forecasted to be an important part of supply during drought years when the SWP allocations are reduced. AVEK currently has four groundwater banks with a total storage capacity of 436,700 AF and a total recharge capacity of 124,350 AFY (AVEK, 2021). AVEK's goal is to store excess water in wet years in these groundwater banks and to implement infrastructure projects to expand these services due to the changing climate.

Table 5.1. Current and Projected Water Demand Comparison (without Project) for Normal Year

Type	Actual (AF)	Projected (AF)				
	2020	2025	2030	2035	2040	2045
Demand						
Single Family	29,191	40,919	43,706	46,599	49,601	52,116
Multi Family	3,866	2,212	2,364	2,518	2,683	2,819
Industrial	82	3,315	3,777	3,546	4,022	4,226
Commercial	7,167	3,112	2,617	2,178	1,780	1,870
Institutional/ Government	2,544	1,035	870	726	595	625
Other Potable	266	Not Given	Not Given	Not Given	Not Given	Not Given
Other	539	Not Given	Not Given	Not Given	Not Given	Not Given
Recycled Water	362	764	902	1102	1302	1302
Losses	2,163	3,808	3,998	4,202	4,419	4,643
Total	46,180	55,164	58,002	61,102	64,402	67,602

Source: District 40, 2021, page 4-2 and 4-3 of the UWMP.

Notes: AF = acre-feet; 1 acre-foot = 325,851 gallons.

Table 5.2. Projected Water Supply and Demand Comparison (without Project) for Normal Year

Supply/Demand	Projected (AF)				
	2025	2030	2035	2040	2045
Total Potable Supply	83,086	81,724	80,324	79,024	79,024
AVEK SWP	57,300	55,800	54,200	52,700	52,700
District 40's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
District 40's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500

Table 5.2. Projected Water Supply and Demand Comparison (without Project) for Normal Year

Supply/Demand	Projected (AF)				
	2025	2030	2035	2040	2045
District 40's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
Recycled Water	764	902	1,102	1,302	1,302
Total Water Demand	55,164	58,002	61,102	64,402	67,602
Difference	27,922	23,656	23,722	14,662	11,422

Source: District 40, 2021, page 7-4 of the UWMP.

Notes: AF = acre-feet; 1 acre-foot = 325,851 gallons.

Table 5.3. Projected Water Supply and Demand Comparison (without Project) for Single Dry Year

Supply/Demand	Projected (AF)				
	2025	2030	2035	2040	2045
Total Potable Supply	55,164	58,002	61,102	64,402	67,602
AVEK SWP	5,000	5,000	5,000	5,000	5,000
AVEK Groundwater from Banked Supplies	24,378	27,078	29,978	33,078	36,278
District 40's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
District 40's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
District 40's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
Recycled Water	764	902	1,102	1,302	1,302
Total Water Demand	55,164	58,002	61,102	64,402	67,602
Difference	0	0	0	0	0

Source: District 40, 2021, page 7-4 of the UWMP.

Notes: AF = acre-feet; 1 acre-foot = 325,851 gallons.

Table 5.4. Projected Water Supply and Demand Comparison (without Project) for Multiple Dry Years

	Projected (AF)					
		2025	2030	2035	2040	2045
First Year	Supply Totals	55,164	58,002	61,102	64,402	67,602
	AVEK SWP	12,500	12,500	12,500	12,500	12,500
	AVEK Groundwater from Banked Supplies	16,878	19,578	22,487	25,578	28,778
	District 40's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
	District 40's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
	District 40's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
	District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	Recycled Water	764	902	1,102	1,302	1,302
	Demand Totals	55,164	58,002	61,102	64,402	67,602
	Difference	0	0	0	0	0
Second Year	Supply Totals	59,776	59,914	61,102	64,402	67,602
	AVEK SWP	32,700	32,700	32,700	32,700	32,700
	AVEK Groundwater from Banked Supplies	0	0	2,278	5,378	8,578
	District 40's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
	District 40's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
	District 40's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
	District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	Recycled Water	764	902	1,102	1,302	1,302
	Demand Totals	55,164	58,002	61,102	64,402	67,602
	Difference	4,612	1,912	0	0	0
Third Year	Supply Totals	55,164	58,002	61,102	64,402	67,602
	AVEK SWP	13,500	13,500	13,500	13,500	13,500
	AVEK Groundwater from Banked Supplies	15,878	18,578	21,478	24,578	27,778
	District 40's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
	District 40's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
	District 40's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400

Table 5.4. Projected Water Supply and Demand Comparison (without Project) for Multiple Dry Years

	Projected (AF)					
		2025	2030	2035	2040	2045
	District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	Recycled Water	764	902	1,102	1,302	1,302
	Demand Totals	55,164	58,002	61,102	64,402	67,602
	Difference	0	0	0	0	0
Fourth Year	Supply Totals	55,164	58,002	61,102	64,402	67,602
	AVEK SWP	25,900	25,900	25,900	25,900	25,900
	AVEK Groundwater from Banked Supplies	3,478	6,178	9,078	12,178	15,378
	District 40's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
	District 40's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
	District 40's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
	District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	Recycled Water	764	902	1,102	1,302	1,302
	Demand Totals	55,164	58,002	61,102	64,402	67,602
Fifth Year	Difference	0	0	0	0	0
	Supply Totals	55,164	58,002	61,102	64,402	67,602
	AVEK SWP	18,200	18,200	18,200	18,200	18,200
	AVEK Groundwater from Banked Supplies	11,178	13,878	16,778	19,878	23,078
	District 40's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
	District 40's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
	District 40's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
	District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	Recycled Water	764	902	1,102	1,302	1,302
	Demand Totals	55,164	58,002	61,102	64,402	67,602
	Difference	0	0	0	0	0

Source: District 40, 2021, page 7-5 and 7-6 of the UWMP.

Notes: AF = acre-feet; 1 acre-foot = 325,851 gallons.

Table 5.5. Service Area Population - Current and Projected

	2020	2025	2030	2035	2040	2045
Population Served	205,000	216,000	227,000	238,000	250,000	263,000

Source: District 40, 2021, page 3-3 of the UWMP.

The information presented in Section 5 shows that District 40 has flexibility in meeting water demand through a variety of sources and the ability to adjust supply from SWP and AVEK banked groundwater supplies during multiple-dry years scenarios. District 40 is the largest purchaser of imported water from AVEK, and typically purchases water below its allotment to meet demand during average water years. During periods of drought, District 40 relies more on groundwater from the Antelope Valley Groundwater Basin. Groundwater sources include production wells within District 40 and banked groundwater supplies through AVEK.

Tables 5.2 through 5.4 show either a water balance surplus or supply matching demand exactly, in order to showcase that District 40 intends to meet demand efficiently, especially during droughts. The Project’s estimated demand of 110.93 AFY is accounted for in future industrial growth scenarios, as the UWMP projects for an approximately 5,054% increase in water demand growth within the industrial sector from 2020 to 2045. It is important to note that LACWD will rely heavily on water shortage declarations and significant water conservation actions per the WSCP during periods of drought, now that AVEK is not able to guarantee supply during extended periods of drought and with multiple years of 5% allocation (LACWD, personal communication, 2023).

6 Conclusion

As required and stated in Water Code Section 10910(c)(3), if the projected water demand associated with the proposed project was not accounted for in the most recently adopted urban water management plan, or the public water system has no urban water management plan, the water supply assessment for the project shall include a discussion with regard to whether the public water system's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses. The previous sections of this WSA discuss these factors and a summary is located below.

- The Los Angeles County Waterworks District, District 40 has been identified as the public water supplier for the Project. The developer is currently working with District 40 to annex the Project site into District 40's service area.
- The Project site is located within the city limits for the City of Palmdale and the Project site is included in the 2030 General Plan under land use designated for Industrial use.
- The Project site is located within the Antelope Valley Groundwater Basin. The Basin has seen signs of stabilization of groundwater levels since the adjudication in 2015 and the appointment of a Watermaster.
- The projected water demand for the Project is 110.93 AFY.
- The UWMP projects an approximately 5,054% increase in water demand growth within the Industrial sector from 2020 to 2045. Industrial water use is projected to increase from 82 AFY in 2020, to 3,315 AFY in 2025, and 4,226 AFY by 2045. The Project falls within this category and is assumed to be included in this growth scenario.

District 40 and its wholesale water provider, AVEK, have diversified water sources that either meet or exceed projected water demand during normal, single-dry, and multiple-dry years scenarios. While the tables in Section 5 show water supply exactly matching water demand in most dry years scenarios, it is important to note that the Project would be covered because it is being included in the projected industrial growth which has already been accounted for. Additionally, District 40's groundwater production rights and the flexibility of AVEK's SWP and banked groundwater supplies, demonstrate that District 40 will be able to supply water for the Project from 2025 to 2045.

Consistent with the provisions of SB 610, neither this WSA nor its approval shall be construed to create a right or entitlement to water service or any specific level of water service, and shall not impose, expand, or limit any duty concerning the obligation of District 40 to provide certain service to its existing customers or to any future potential customers.

This WSA does not constitute a will-serve, plan of service, or agreement to provide water service to the Project, and does not entitle the Project, Project Applicant, or any other person or entity to any right, priority or allocation in any supply, capacity, or facility. To receive water service, the Project will be subject to an agreement with District 40, together with any and all applicable fees, charges, plans and specifications, conditions, and any and all other applicable District 40 requirements in place and as amended from time to time. Nor does anything in the WSA prevent or otherwise interfere with District 40's discretionary authority to declare a water shortage emergency in accordance with the Water Code.

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- Los Angeles County Public Works (LACPW). (2015 June). *Phased Water Conservation Plan*. Retrieved July 2023 from <https://dpw.lacounty.gov/wwd/web/Documents/part5.pdf>
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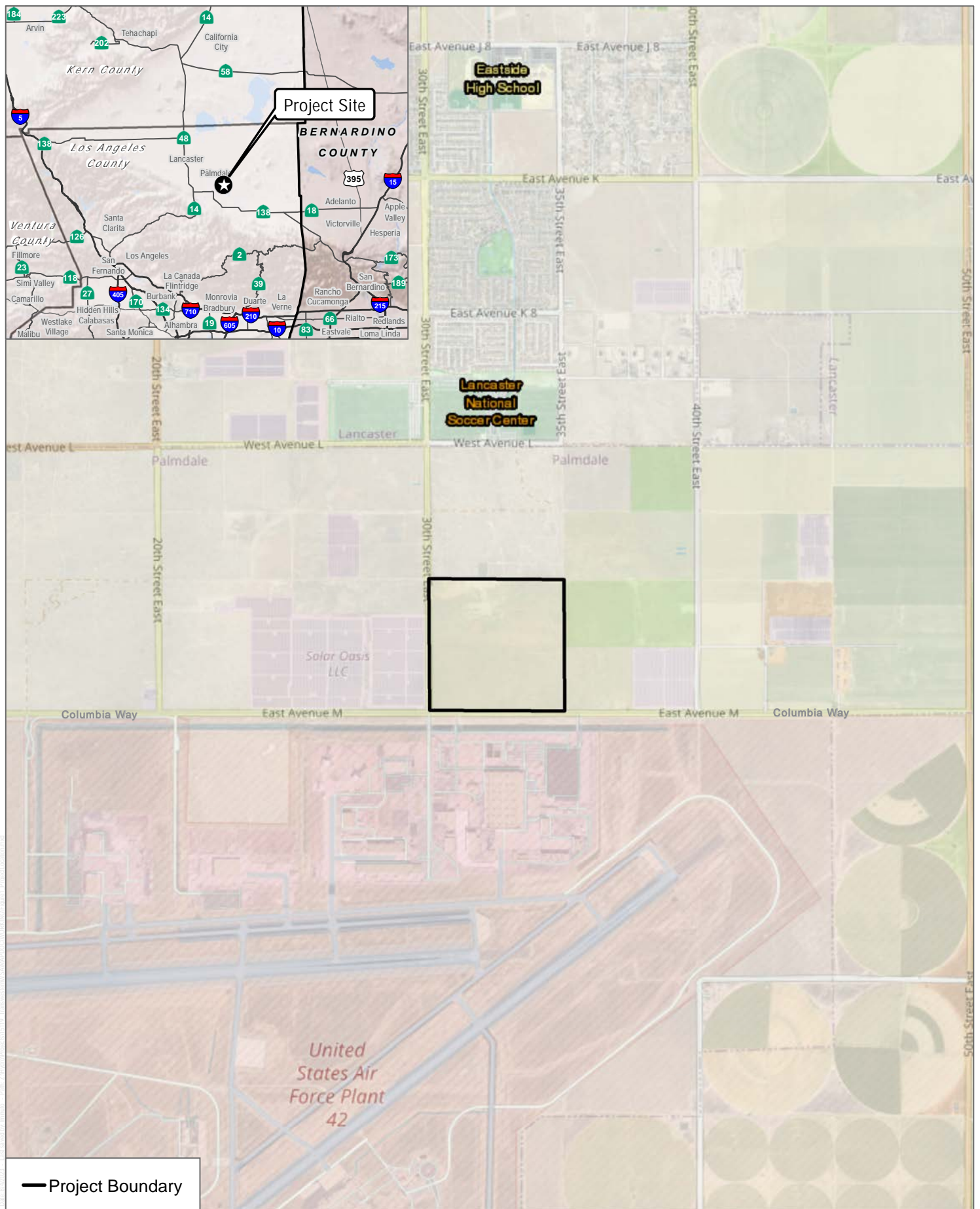
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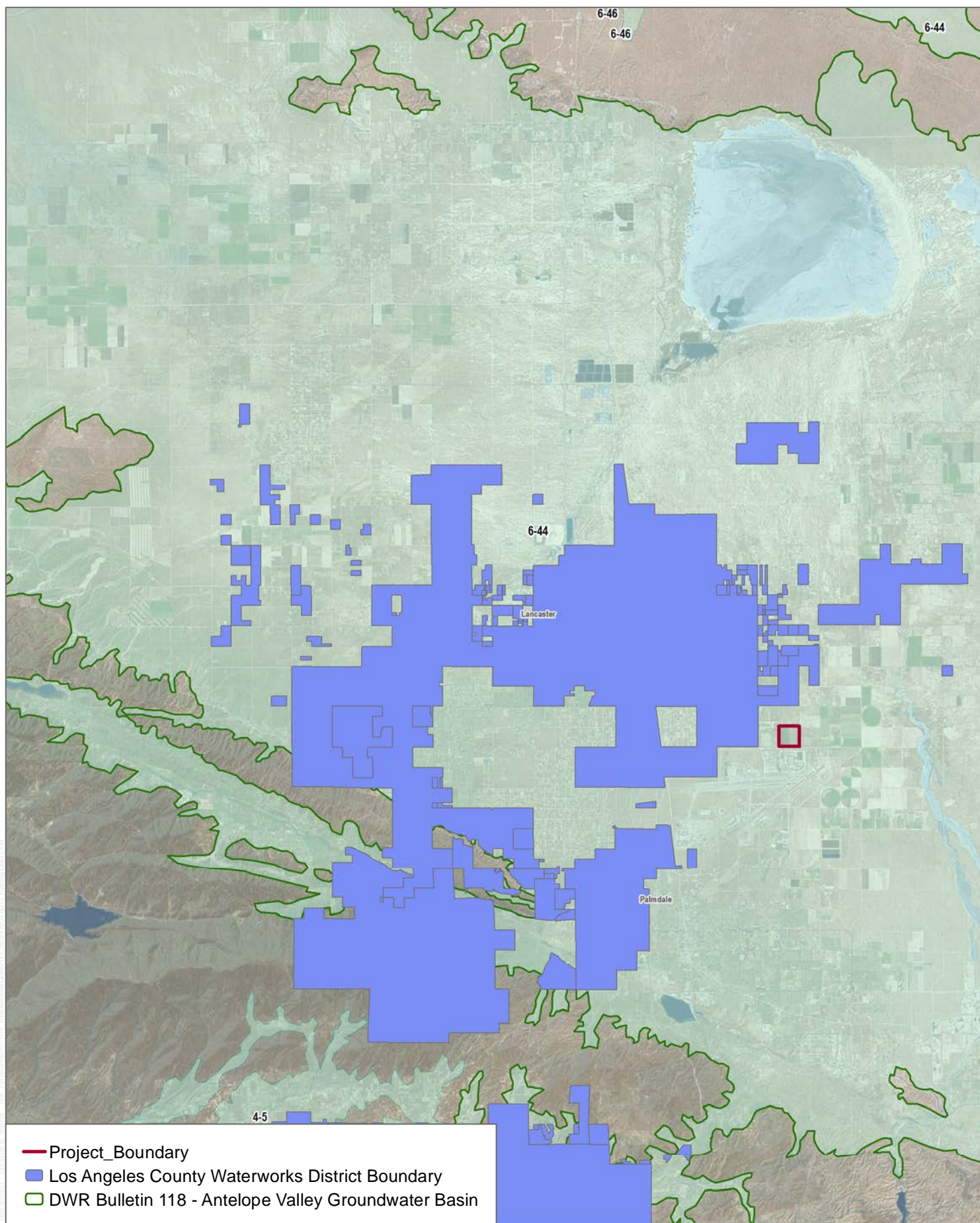
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SOURCE: ESRI

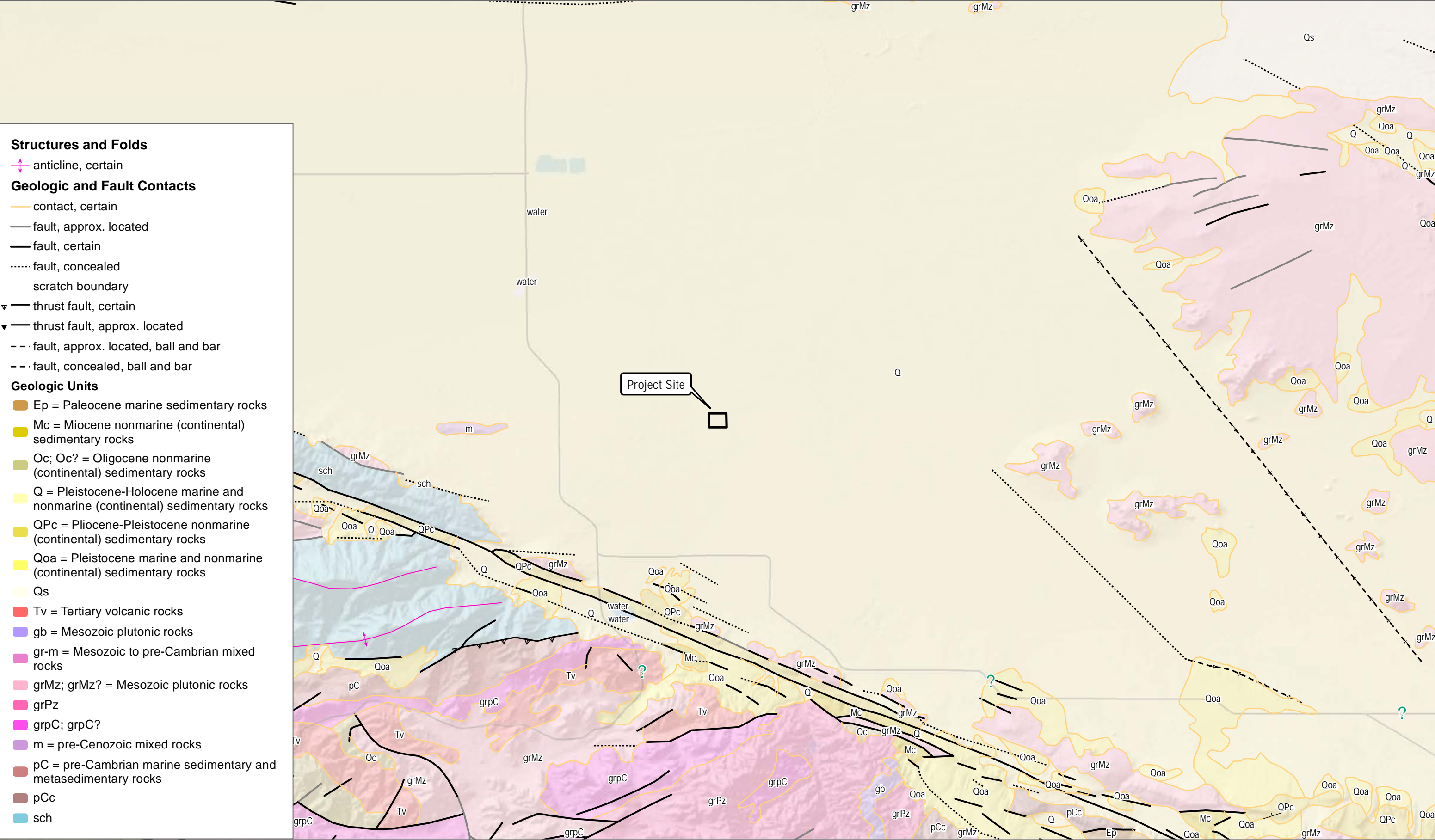
FIGURE 1
Project Location
Columbia Way Industrial Development

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SOURCE: USGS, DWR 2018

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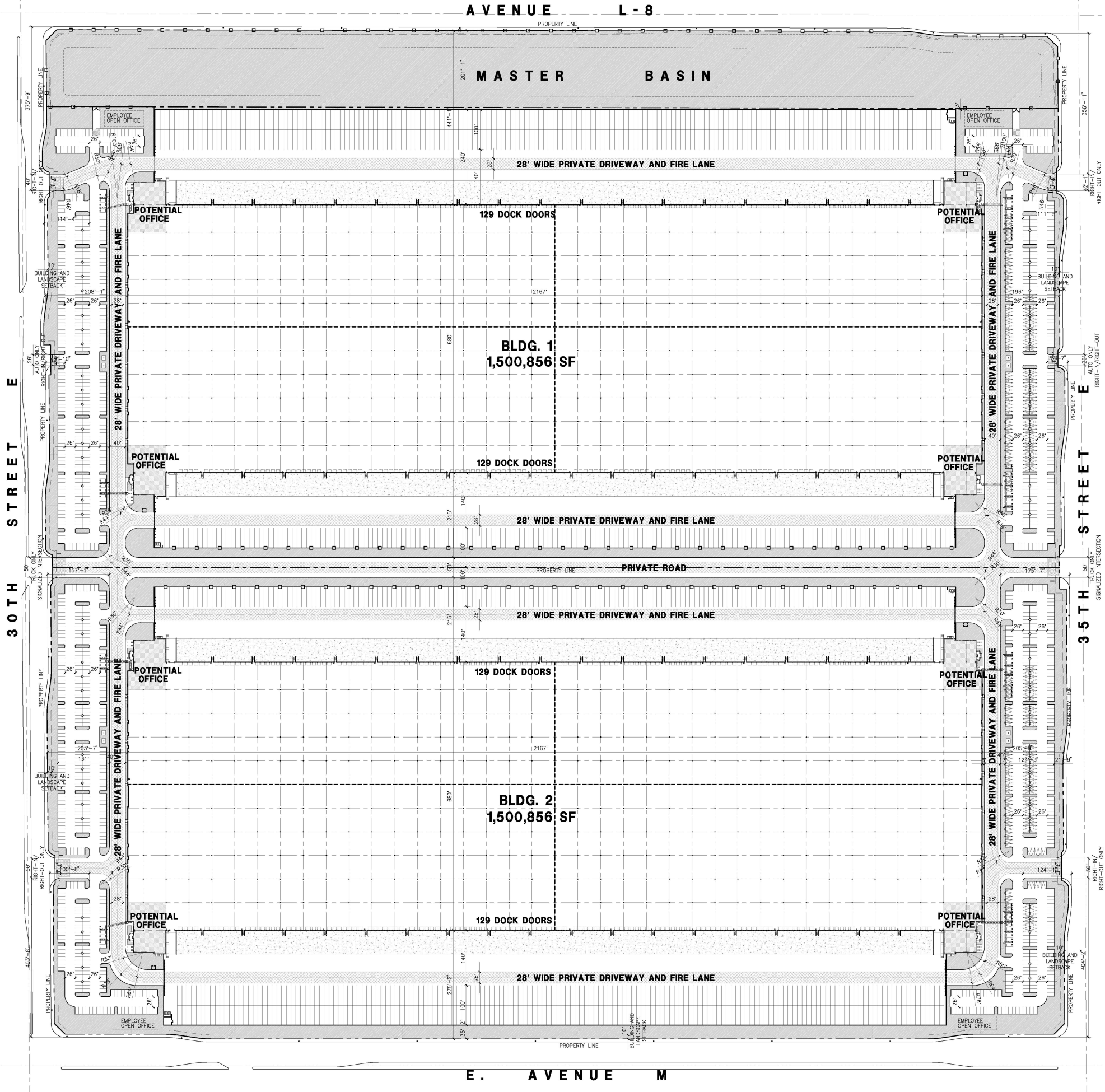
SOURCE: California Geologic Survey 2010

FIGURE 3
Geologic Map
Columbia Way Industrial Development

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Appendix A

Site Plan



MASTER SITE PLAN

scale: 1" = 100'-0"

SCALE: 1" = 100'-0"

PROPERTY OWNER

TRANSWESTERN DEVELOPMENT COMPANY
3501 JAMBOREE ROAD, SUITE 4400
NEWPORT BEACH, CA 92660
PHONE: (949) 351-5186
CONTACT: STEVE BATCHELLER

ADDRESS OF THE PROPERTY

3347 E. AVENUE M, PALMDALE, CA

ASSESSOR'S PARCEL NUMBER

3170-018-081

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL JUNE 15, 1856.

ZONING

ZONING DESIGNATION: GENERAL INDUSTRIAL (M-2)

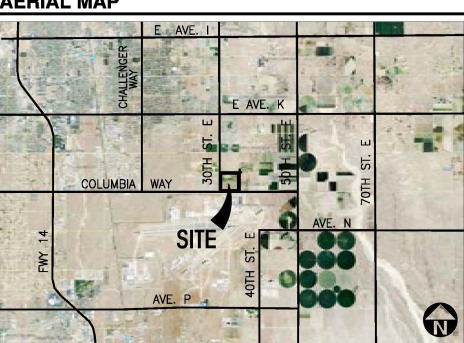
APPLICANT

TRANSWESTERN DEVELOPMENT COMPANY
20250 ACACIA STREET, SUITE 260
NEWPORT BEACH, CA 92660
PHONE: (949) 351-5186
CONTACT: STEVE BATCHELLER

APPLICANT'S REPRESENTATIVE

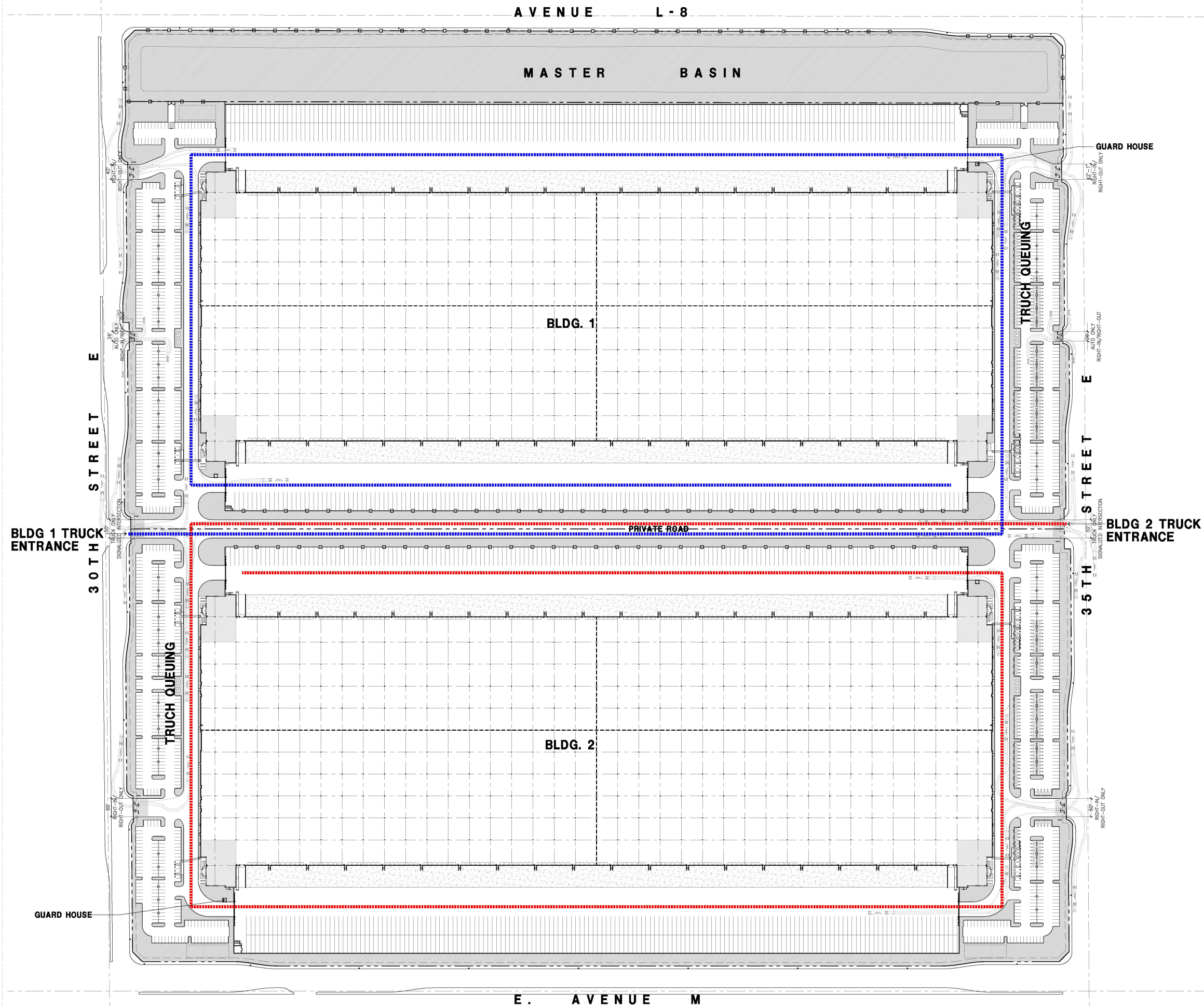
HPA, INC.
18831 BARDEEN AVE SUITE 100
IRVINE CA 92612
TEL: 949-862-2116
ATTN: YUJIN LI

AERIAL MAP



TABULATION

RESOLUTION				
	BLDG. 1	BLDG. 2	LOT A	TOTAL
GROSS AREA				
Bldg. 1	2,000,000	3,000,000	400,000	5,400,000 ± 1
Bldg. 2		10,000	11,000	21,000 ± 1
NET AREA				
Bldg. 1	10,000	10,000	10,000	30,000 ± 1
Bldg. 2	10,000	10,000		20,000 ± 1
Lot A	1,400,000	1,400,000		2,800,000 ± 1
TOTAL	1,500,000	1,500,000		3,000,000 ± 1
SITE COVERAGE				
Minimum Access Area	50.0%			
Access	48.0%	48.0%		48.0%
FLOOR AREA RATIO				
Minimum Access Area	0.60	0.60		0.60
Access				
TOTAL FLOOR AREA	1,400,000	0		
Minimum Access Area	1,000,000 ± 1 (only if exceeds 50% of GFA)			
TOTAL	700,000	700,000		1,400,000
AUTO PARKING PROVIDED				
Auto Parking	700	700		1,400
REQUIRED AUTO PARKING				
Minimum Access Area	10	10		20
Access	0	0		0
TOTAL	10	10		20
REQUIRED BY CAPABLE SPACE				
CV Capable Space in Bldg. 1 (CV ± 10)	115	115		230
CV Capable Space in Bldg. 2 (CV ± 10)	27	27		54
CV Capable Space in Lot A (CV ± 10)	115			115
CV Capable Space in Bldg. 1 (CV ± 10)	4	4		8
CV Capable Space in Bldg. 2 (CV ± 10)	0	0		0
CV Capable Space in Lot A (CV ± 10)	0	0		0
TOTAL	151	151		302
REQUIRED PARKING REQUIREMENTS				
Minimum Access Area	500	500		1,000
Access	10	10		20
CV Capable Space in Bldg. 1 (CV ± 10)	4	4		8
CV Capable Space in Bldg. 2 (CV ± 10)	115	115		230
CV Capable Space in Lot A (CV ± 10)	27	27		54
CV Capable Space in Bldg. 1 (CV ± 10)	4	4		8
CV Capable Space in Bldg. 2 (CV ± 10)	0	0		0
CV Capable Space in Lot A (CV ± 10)	0	0		0
TOTAL	756	756		1,512
TOTAL PARKING PROVIDED				
Auto Parking	400	400		800
REQUIRED PARKING				
Minimum Access Area	0	0		0
Access	14	14		28
CV Capable Space in Bldg. 1 (CV ± 10)	17	17		34
REQUIRED PARKING				
Auto Parking	200	200		400
REQUIRED PARKING				
Minimum Access Area	70	70		140
Access	30	30		60
CV Capable Space in Bldg. 1 (CV ± 10)	115	115		230
REQUIRED PARKING				
Auto Parking	80	80		160
Access	40	40		80
TOTAL	120	120		240
LANDSCAPE REQUIREMENTS				
Minimum Access Area				
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
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Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
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Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area	0	0		0
Access	101,000	204,000	400,000	605,000 ± 1
Minimum Access Area				



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Owner:



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Project:

3347 E. AVENUE M
BY TRANSWESTERN

PALMDALE, CA 93551



Consultants:

CIVIL	THIENES
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	-
LANDSCAPE	HUNTER
FIRE PROTECTION	-
SOILS ENGINEER	-



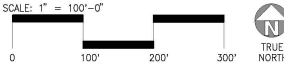
Title: TRUCK CIRCULATION

Project Number: 21716
Drawn by: XL
Date: 01/18/22
Revision:

Sheet:

DAB-A1.0T

MASTER PLAN - TRUCK CIRCULATION



Appendix B

Landscape Water Demand Estimations

WATER EFFICIENT LANDSCAPE WORKSHEET (MWEL0)

Reference Evapotranspiration Rate (Eto): 50.1

Hydrozone # / Planting Description	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (LA)	ETAF x Area	Estimated Annual Water Use (EAWU) Gallons per Year	Estimated Annual Water Use (EAWU) Acre Feet per Year
------------------------------------	-------------------	-------------------	----------------------------	--------------	---------------------	-------------	--	--

Regular Landscape Areas

Hyd #1 / Low GC & Shrubs	0.2	Drip	0.81	0.25	245,600	60,642	1,883,661	5.78
Hyd #2 / Moderate GC & Shrubs	0.4	Drip	0.81	0.49	62,000	30,617	951,034	2.92
Hyd #3 / Low Groundcover	0.2	Rotary	0.75	0.3	642,565	171,351	5,322,494	16.33
Hyd #4 / Low & Moderate Trees	0.4	Bubbler	0.81	0.5	1,872	924	28,715	0.09
Totals					952,037	263,534		
Estimated Annual Water Use (EAWU) Total							8,185,905	25.12
Maximum Allowed Water Allowance (MAWA)							20,700,521	63.53

Special Landscape Areas

Hydrozone 1				1	-	-	-	0.00
Hydrozone 2				1	-	-	-	0.00
Hydrozone 3				1	-	-	-	0.00
Totals					-	-		
EAWU Total							-	0.00
Maximum Allowed Water Allowance (MAWA)							-	0.00

ETAF Calculations

Regular Landscape Areas	
Total ETAF x Area	263,534
Total Area	952,037
Average ETAF	0.276811

All Landscape Areas	
Total ETAF x Area	263,534
Total Area	952,037
Sitewide ETAF	0.276811

Irrigation Efficiency

Drip Irrigation	0.81
Overhead Spray	0.75
Rotors	0.75

Appendix C

Antelope Valley Groundwater Judgement and Physical Solution

STIPULATION EXHIBIT 1

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

Coordination Proceeding Special Title
(Rule 1550(b))

**ANTELOPE VALLEY
GROUNDWATER CASES**

Judicial Council Coordination Proceeding No.
4408

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

Judge: The Honorable Jack Komar, Dept. 17

[PROPOSED] JUDGMENT AND PHYSICAL
SOLUTION

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INDEX OF EXHIBITS AND APPENDICES

Exhibits:

- Exhibit 1: Listing of Parties Against Which a Default Judgment Has Been Entered.
- Exhibit 2: Map of Area Adjudicated in This Action.
- Exhibit 3: Non-Overlying Production Rights.
- Exhibit 4: Overlying Production Rights
- Exhibit 5: Phase 3 Trial Decision.
- Exhibit 6: Map of boundaries of Edwards Air Force Base.
- Exhibit 7: Map of boundaries of Air Force Plant 42.
- Exhibit 8: Rights to Produce Imported Water Return Flows.
- Exhibit 9: Map of the Watershed of the Basin.
- Exhibit 10: Map of Subareas.

Appendices:

- Appendix A: Non-Pumper Class Judgment.
- Appendix B: Non-Pumper Class Stipulation of Settlement.

STIPULATION EXHIBIT 1

A number of Parties have agreed and stipulated to entry of a Judgment consistent with the terms of this Judgment and Physical Solution (hereafter “this Judgment”). The stipulations of the Parties are conditioned upon further proceedings that will result in a Judgment binding all Parties to the Action. The Court, having considered the pleadings, the stipulations of the Parties, and the evidence presented, and being fully informed in the matter, approves the Physical Solution¹ contained herein. This Judgment is entered as a Judgment binding on all Parties served or appearing in this Action, including without limitation, those Parties which have stipulated to this Judgment, are subject to prior settlement(s) and judgment(s) of this Court, have defaulted or hereafter stipulate to this Judgment.

I. DESCRIPTION OF LITIGATION

1. PROCEDURAL HISTORY

1.1 Initiation of Litigation.

On October 29, 1999, Diamond Farming Company (“Diamond Farming”) filed in the Riverside County Superior Court (Case No. RIC 344436) the first complaint in what would become these consolidated complex proceedings known as the Antelope Valley Groundwater Cases. Diamond Farming's complaint names as defendants the City of Lancaster, Palmdale Water District, Antelope Valley Water Company, Palm Ranch Irrigation District, Quartz Hill Water District, Rosamond Community Services District, and Mojave Public Utility District.

On February 22, 2000, Diamond Farming filed another complaint in the Riverside County Superior Court (Case No. RIC 344468). The two Diamond Farming actions were subsequently consolidated.

On January 25, 2001, Wm. Bolthouse Farms, Inc. (“Bolthouse”) filed a complaint in the same Court against the same entities, as well as Littlerock Creek Irrigation District and Los Angeles Waterworks Districts Nos. 37 and 40 (Case No. RIC 353840).

¹ A “physical solution” describes an agreed upon or judicially imposed resolution of conflicting claims in a manner that advances the constitutional rule of reasonable and beneficial use of the state’s water supply. (*City of Santa Maria v. Adam* (2012) 211 Cal. App. 4th 266, 288.) It is defined as “an equitable remedy designed to alleviate overdrafts and the consequential depletion of water resources in a particular area, consistent with the constitutional mandate to prevent waste and unreasonable water use and to maximize the beneficial use of this state’s limited resource.” (*California American Water v. City of Seaside* (2010) 183 Cal. App. 4th 471, 480.)

STIPULATION EXHIBIT 1

1 The Diamond Farming and Bolthouse complaints variously allege that unregulated
2 pumping by these named public agencies (collectively the Public Water Suppliers) has irreparably
3 harmed Diamond Farming and Bolthouse's rights to produce Groundwater from the Antelope
4 Valley Groundwater Basin, and interfered with their rights to put that Groundwater to reasonable
5 and beneficial uses on property they own or lease. Diamond Farming and Bolthouse's complaints
6 seek a determination of their water rights and to quiet title as to the same.

7 In 2001, the Diamond Farming and Bolthouse actions were consolidated in the
8 Riverside County Superior Court.

9 In August 2002, a Phase 1 trial commenced in the Riverside County Superior
10 Court in the consolidated Diamond Farming/Bolthouse proceedings for the purpose of
11 determining the geographic boundary of the area to be adjudicated. That Phase 1 trial was not
12 concluded and the Court did not determine any issues or make any factual findings at that time.

13 **1.2 General Adjudication Commenced.**

14 In 2004, Los Angeles County Waterworks District No. 40 ("District No. 40")
15 initiated a general Groundwater adjudication for the Antelope Valley Ground Water Basin by
16 filing identical complaints for declaratory and injunctive relief in the Los Angeles and Kern
17 County Superior Courts (Los Angeles County Superior Court Case No. BC 325201 and Kern
18 County Superior Court Case No. S-1500-CV 254348). District No. 40's complaints sought a
19 judicial determination of the respective rights of the Parties to produce Groundwater from the
20 Antelope Valley Groundwater Basin.

21 On December 30, 2004, District No. 40 petitioned the Judicial Council of
22 California for coordination of the above-referenced actions. On June 17, 2005, the Judicial
23 Council of California granted the petition and assigned the "Antelope Valley Groundwater Cases"
24 (Judicial Council Coordination Proceeding No. 4408) to this Court (Santa Clara County Superior
25 Court Case No. 1-05-CV-049053 (Hon. Jack Komar)).

26 For procedural purposes, the Court requested that District No. 40 refile its
27 complaint as a first amended cross-complaint in the now coordinated proceedings. Joined by the
28

1 other Public Water Suppliers, District No. 40 filed a first amended cross-complaint seeking
2 declaratory and injunctive relief and an adjudication of the rights to all Groundwater within the
3 Antelope Valley Groundwater Basin. The Public Water Suppliers' cross-complaint, as currently
4 amended, requests an adjudication to protect the public's water supply, prevent water quality
5 degradation, and stop land subsidence. Some of the Public Water Suppliers allege they have
6 acquired prescriptive and equitable rights to the Groundwater in the Basin. They allege the Basin
7 has been in overdraft for more than five consecutive Years and they have pumped water from the
8 Basin for reasonable and beneficial purposes in an open, notorious, and continuous manner. They
9 allege each non-public cross-defendant had actual or constructive notice of these activities,
10 sufficient to establish prescriptive rights in their favor. In order to alleviate overdraft conditions
11 and protect the Basin, the Public Water Suppliers also request a physical solution.

12 **1.3 Other Actions**

13 In response to the Public Water Suppliers first amended cross-complaint,
14 numerous Parties filed cross-complaints seeking various forms of relief.

15 On August 30, 2006, Antelope Valley-East Kern Water Agency ("AVEK") filed a
16 cross-complaint seeking declaratory and injunctive relief and claiming overlying rights and rights
17 to pump the supplemental yield attributable to return flows from State Water Project water
18 imported to the Basin.

19 On January 11, 2007, Rebecca Lee Willis filed a class action complaint in the Los
20 Angeles County Superior Court (Case No. BC 364553) for herself and on behalf of a class of
21 non-pumping overlying property owners ("Non-Pumper Class"), through which she sought
22 declaratory relief and money damages from various public entities. Following certification, the
23 Non-Pumper Class entered into a settlement agreement with the Public Water Suppliers
24 concerning the matters at issue in the class complaint. On September 22, 2011, the Court
25 approved the settlement through an amended final judgment.

26 On June 2, 2008, Richard A. Wood filed a class action complaint for himself and
27 on behalf of a class of small property owners in this action ("Small Pumper Class"), *Wood v. Los*
28

STIPULATION EXHIBIT 1

1 *Angeles Co. Waterworks Dist. 40, et al.*, (Case No.: BC 391869) through which he sought
2 declaratory relief and money damages from various public entities. The Small Pumper Class was
3 certified on September 2, 2008.

4 On February 24, 2010, following various orders of coordination, the Court granted
5 the Public Water Suppliers' motion to transfer and consolidate all complaints and cross-
6 complaints in this matter, with the exception of the complaint in Sheldon R. Blum, etc. v. Wm.
7 Bolthouse Farms, Inc. (Santa Clara County Superior Court Case No. 1-05-CV-049053), which
8 remains related and coordinated.

9 **1.4 McCarran Amendment Issues**

10 The Public Water Suppliers' cross-complaint names Edwards Air Force Base,
11 California and the United States Department of the Air Force as cross-defendants, seeking the
12 same declaratory and injunctive relief as sought against the other cross-defendants. This
13 Judgment, or any other determination in this case regarding rights to water, is contingent on a
14 Judgment satisfying the requirements of the McCarran Amendment, 43 U.S.C. §666. The United
15 States reserves all rights to object or otherwise challenge any interlocutory judgment and reserves
16 all rights to appeal a Judgment that does not satisfy the requirements of the McCarran
17 Amendment.

18 **1.5 Phased Trials**

19 The Court has divided the trial in this matter into multiple phases, four of which
20 have been tried.

21 Through the Phase 1 trial, the Court determined the geographical boundaries of the
22 area adjudicated in this Action which is defined as the Basin. On November 3, 2006, the Court
23 entered an order determining that issue.

24 Through the Phase 2 trial, the Court determined that all areas within the Basin are
25 hydrologically connected and a single aquifer, and that there is sufficient hydraulic connection
26 between the disputed areas and the rest of the Basin such that the Court must include the disputed
27 areas within the adjudication area. The Court further determined that it would be premature to make
28

STIPULATION EXHIBIT 1

1 any determinations regarding, *inter alia*, claims that portions of the Basin should be treated as a
2 separate area for management purposes. On November 6, 2008, the Court entered its Order after
3 Phase Two Trial on Hydrologic Nature of Antelope Valley.

4 Through the Phase 3 trial, the Court determined the Basin is in a current state of
5 overdraft and the safe yield is 110,000 acre-feet per Year. The Court found the preponderance of
6 the evidence presented established that setting the safe yield at 110,000 acre-feet per Year will
7 permit management of the Basin in such a way as to preserve the rights of the Parties in
8 accordance with the California Constitution and California law. On July 13, 2011, the Court filed
9 its Statement of Decision.

10 Through the Phase 4 trial, the Court determined the overall Production occurring
11 in the Basin in calendar Years 2011 and 2012.

12 **1.6 Defaults**

13 Numerous Parties have failed to respond timely, or at all, to the Public Water
14 Suppliers' cross-complaint, as amended, and their defaults have been entered. The Court has
15 given the defaulted Parties notice of this Judgment and Physical Solution, together with the
16 opportunity to be heard regarding this Judgment, and hereby enters default judgments against all
17 such Parties and incorporates those default judgments into this Judgment. Pursuant to such
18 default judgments a defaulted Party has no right to Produce Groundwater from the Basin. All
19 Parties against which a default judgment has been entered are identified on Exhibit 1, attached
20 hereto and incorporated herein by reference.

21 **2. GENERAL ADJUDICATION DOES NOT APPLY TO SURFACE WATER.**

22 Pursuant to California law, surface water use since 1914 has been governed by the Water
23 Code. This Judgment does not apply to surface water as defined in the Water Code and is not
24 intended to interfere with any State permitted or licensed surface water rights or pre-1914 surface
25 water right. The impact of any surface water diversion should be considered as part of the State
26 Water Resources Control Board permitting and licensing process and not as part of this Judgment.

II. DECREE**3. JURISDICTION, PARTIES, DEFINITIONS.**

3.1 Jurisdiction. This Action is an *inter se* adjudication of all claims to the rights to Produce Groundwater from the Basin alleged between and among all Parties. This Court has jurisdiction over the subject matter and Parties herein to enter a Judgment declaring and adjudicating the rights to reasonable and beneficial use of water by the Parties in the Action pursuant to Article X, section 2 of the California Constitution.

3.2 Parties. The Court required that all Persons having or claiming any right, title or interest to the Groundwater within the Basin be notified of the Action. Notice has been given pursuant to the Court's order. All Public Water Suppliers, landowners, Non-Pumper Class and Small Pumper Class members and other Persons having or making claims have been or will be included as Parties to the Action. All named Parties who have not been dismissed have appeared or have been given adequate opportunity to appear.

3.3 Factual and Legal Issues. The complaints and cross-complaints in the Action frame many legal issues. The Action includes over 4,000 Parties, as well as the members of the Non-Pumper Class and the members of the Small Pumper Class. The Basin's entire Groundwater supply and Groundwater rights, extending over approximately 1390 square miles, have been brought to issue. The numerous Groundwater rights at issue in the case include, without limitation, overlying, appropriative, prescriptive, and federal reserved water rights to Groundwater, rights to return flows from Imported Water, rights to recycled water, rights to stored Imported Water subject to the Watermaster rules and regulations, and rights to utilize the storage space within the Basin. After several months of trial, the Court made findings regarding Basin characteristics and determined the Basin's Safe Yield. The Court's rulings and judgments in this case, including the Safe Yield determination, form the basis for this Judgment.

3.4 Need for a Declaration of Rights and Obligations for a Physical Solution. A Physical Solution for the Basin, based on a declaration of water rights and a formula for allocation of rights and obligations, is necessary to implement the mandate of Article X,

STIPULATION EXHIBIT 1

section 2 of the California Constitution and to protect the Basin and the Parties' rights to the Basin's water resources. The Physical Solution governs Groundwater, Imported Water and Basin storage space, and is intended to ensure that the Basin can continue to support existing and future reasonable and beneficial uses. A Physical Solution requires determining individual Groundwater rights for the Public Water Suppliers, landowners, Non-Pumper Class and Small Pumper Class members, and other Parties within the Basin. The Physical Solution set forth in this Judgment: (1) is a fair and reasonable allocation of Groundwater rights in the Basin after giving due consideration to water rights priorities and the mandate of Article X, section 2 of the California Constitution; (2) provides for a reasonable sharing of Imported Water costs; (3) furthers the mandates of the State Constitution and State water policy; and (4) is a remedy that gives due consideration to applicable common law rights and priorities to use Basin water and storage space without substantially impairing such rights. Combined with water conservation, water reclamation, water transfers, water banking, and improved conveyance and distribution methods within the Basin, present and future Imported Water sources are sufficient both in quantity and quality to assure implementation of a Physical Solution. This Judgment will facilitate water resource planning and development by the Public Water Suppliers and individual water users.

3.5 Definitions. As used in this Judgment, the following terms shall have the meanings set forth herein:

3.5.1 Action. The coordinated and consolidated actions included in the Antelope Valley Groundwater Cases, Judicial Council Coordination Proceeding No. 4408, Santa Clara Superior Court Case No. 1-05-CV-049053.

3.5.2 Adjusted Native Safe Yield. The Native Safe Yield minus (1) the Production Right allocated to the Small Pumper Class under Paragraph 5.1.3, (2) the Federal Reserved Water Right under Paragraph 5.1.4, and (3) the State of California Production Right under Paragraph 5.1.5. The Adjusted Native Safe Yield as of the date of entry of this Judgment is 70,686.6 acre-feet per year.

STIPULATION EXHIBIT 1

1 **3.5.3 Administrative Assessment.** The amount charged by the
2 Watermaster for the costs incurred by the Watermaster to administer this Judgment.

3 **3.5.4 Annual Period.** The calendar Year.

4 **3.5.5 Antelope Valley United Mutuals Group.** The members of the
5 Antelope Valley United Mutuals Group are Antelope Park Mutual Water Company, Aqua-J
6 Mutual Water Company, Averydale Mutual Water Company, Baxter Mutual Water Company,
7 Bleich Flat Mutual Water Company, Colorado Mutual Water Co., El Dorado Mutual Water
8 Company, Evergreen Mutual Water Company, Land Projects Mutual Water Co., Landale Mutual
9 Water Co., Shadow Acres Mutual Water Company, Sundale Mutual Water Company, Sunnyside
10 Farms Mutual Water Company, Inc., Tierra Bonita Mutual Water Company, West Side Park
11 Mutual Water Co. and White Fence Farms Mutual Water Co., together with the successor(s)-in-
12 interest to any member thereof. Each of the members of the Antelope Valley United Mutuals
13 Group was formed when the owner(s) of the lands that were being developed incorporated the
14 mutual water company and transferred their water rights to the mutual water company in
15 exchange for shares of common stock. The mutual water company owns, operates and maintains
16 the infrastructure for the production, storage, distribution and delivery of water solely to its
17 shareholders. The shareholders of each of these mutual water companies, who are the owners of
18 the real property that is situated within the mutual water company's service area, have the right to
19 have water delivered to their properties, a right appurtenant to their land. [*See, Erwin v. Gage*
20 *Canal Company* (1964) 226 Cal.App.2d 189].

21 **3.5.6 AVEK.** The Antelope Valley–East Kern Water Agency.

22 **3.5.7 Balance Assessment.** The amount of money charged by the
23 Watermaster on all Production Rights, excluding the United States' actual Production, to pay for
24 the costs, not including infrastructure, to purchase, deliver, produce in lieu, or arrange for
25 alternative pumping sources in the Basin.

26 **3.5.8 Basin.** The area adjudicated in this Action as shown on Exhibit 2,
27 attached hereto and incorporated herein by reference, which lies within the boundaries of the line
28

STIPULATION EXHIBIT 1

1 labeled “Boundaries of the Adjudicated Area” and described therein. The Basin generally
2 encompasses the Antelope Valley bordered on the West and South by the San Gabriel and
3 Tehachapi Mountains, with the eastern boundary being the Los Angeles-San Bernardino County
4 line, as determined by the Court.

5 **3.5.9 Carry Over.** The right to Produce an unproduced portion of an
6 annual Production Right or a Right to Imported Water Return Flows in a Year subsequent to the
7 Year in which the Production Right or Right to Imported Water Return Flows was originally
8 available.

9 **3.5.10 Conjunctive Use.** A method of operation of a groundwater basin
10 under which Imported Water is used or stored in the Basin in Years when it is available; allowing
11 the Basin to refill, and more Groundwater is Produced in Years when Imported Water is less
12 available.

13 **3.5.11 Defaulting Party.** A Party who failed to file a responsive pleading
14 and against which a default judgment has been entered. A list of Defaulting Parties is attached as
15 Exhibit 1.

16 **3.5.12 Drought Program.** The water management program in effect only
17 during the Rampdown period affecting the operations and Replacement Water Assessments of the
18 participating Public Water Suppliers.

19 **3.5.13 Judgment.** A judgment, consistent with Cal.C.C.P. §§ 577 and
20 1908(a)(1) and 43 U.S.C. § 666, determining all rights to Groundwater in the Basin, establishing
21 a Physical Solution, and resolving all claims in the Action.

22 **3.5.14 Groundwater.** Water beneath the surface of the ground and within
23 the zone of saturation, excluding water flowing through known and definite channels.

24 **3.5.15 Imported Water.** Water brought into the Basin from outside the
25 watershed of the Basin as shown in Exhibit 9.

26 **3.5.16 Imported Water Return Flows.** Imported Water that net
27 augments the Basin Groundwater supply after use.

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1 **3.5.17 In Lieu Production.** The amount of Imported Water used by a
2 Producer in a Year instead of Producing an equal amount of that Producer's Production Right.

3 **3.5.18 Material Injury.** Material Injury means impacts to the Basin caused
4 by pumping or storage of Groundwater that:

5 **3.5.18.1** Causes material physical harm to the Basin, any
6 Subarea, or any Producer, Party or Production Right, including, but not limited to, Overdraft,
7 degradation of water quality by introduction of contaminants to the aquifer by a Party and/or
8 transmission of those introduced contaminants through the aquifer, liquefaction, land subsidence and
9 other material physical injury caused by elevated or lowered Groundwater levels. Material physical
10 harm does not include "economic injury" that results from other than direct physical causes, including
11 any adverse effect on water rates, lease rates, or demand for water.

12 **3.5.18.2** If fully mitigated, Material Injury shall no longer be
13 considered to be occurring.

14 **3.5.19 Native Safe Yield.** Naturally occurring Groundwater recharge to
15 the Basin, including "return flows" from pumping naturally occurring recharge, on an average
16 annual basis. Imported Water Return Flows are not included in Native Safe Yield.

17 **3.5.20 New Production.** Any Production of Groundwater from the Basin
18 not of right under this Judgment, as of the date of this Judgment.

19 **3.5.21 Non-Overlying Production Rights.** The rights held by the Parties
20 identified in Exhibit 3, attached hereto and incorporated herein by reference.

21 **3.5.22 Non-Pumper Class.** All private (i.e., non-governmental) Persons
22 and entities that own real property within the Basin, as adjudicated, that are not presently
23 pumping water on their property and did not do so at any time during the five Years preceding
24 January 18, 2006. The Non-Pumper Class includes the successors-in-interest by way of purchase,
25 gift, inheritance, or otherwise of such Non-Pumper Class members' land within the Basin. The
26 Non-Pumper Class excludes (1) all Persons to the extent their properties are connected to a
27 municipal water system, public utility, or mutual water company from which they receive water
28

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1 service, (2) all properties that are listed as “improved” by the Los Angeles County or Kern
2 County Assessor's offices, unless the owners of such properties declare under penalty of perjury
3 that they do not pump and have never pumped water on those properties, and (3) those who opted
4 out of the Non-Pumper Class. The Non-Pumper Class does not include landowners who have
5 been individually named under the Public Water Suppliers' cross-complaint, unless such a
6 landowner has opted into such class.

7 **3.5.23 Non-Pumper Class Judgment.** The amended final Judgment that
8 settled the Non-Pumper Class claims against the Public Water Suppliers approved by the Court
9 on September 22, 2011.

10 **3.5.24 Non-Stipulating Party.** Any Party who had not executed a
11 Stipulation for Entry of this Judgment prior to the date of approval of this Judgment by the Court.

12 **3.5.25 Overdraft.** Extractions in excess of the Safe Yield of water from
13 an aquifer, which over time will lead to a depletion of the water supply within a groundwater
14 basin as well as other detrimental effects, if the imbalance between pumping and extraction
15 continues.

16 **3.5.26 Overlying Production Rights.** The rights held by the Parties
17 identified in Exhibit 4, attached hereto and incorporated herein by reference.

18 **3.5.27 Party (Parties).** Any Person(s) that has (have) been named and
19 served or otherwise properly joined, or has (have) become subject to this Judgment and any prior
20 judgments of this Court in this Action and all their respective heirs, successors-in-interest and
21 assigns. For purposes of this Judgment, a “Person” includes any natural person, firm, association,
22 organization, joint venture, partnership, business, trust, corporation, or public entity.

23 **3.5.28 Pre-Rampdown Production.** The reasonable and beneficial use of
24 Groundwater, excluding Imported Water Return Flows, at a time prior to this Judgment, or the
25 Production Right, whichever is greater.

26 **3.5.29 Produce(d).** To pump Groundwater for existing and future
27 reasonable beneficial uses.

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1 **3.5.30 Producer(s).** A Party who Produces Groundwater.

2 **3.5.31 Production.** Annual amount of Groundwater Produced, stated in
3 acre-feet of water.

4 **3.5.32 Production Right.** The amount of Native Safe Yield that may be
5 Produced each Year free of any Replacement Water Assessment and Replacement Obligation.
6 The total of the Production Rights decreed in this Judgment equals the Native Safe Yield. A
7 Production Right does not include any right to Imported Water Return Flows pursuant to
8 Paragraph 5.2.

9 **3.5.33 Pro-Rata Increase.** The proportionate increase in the amount of a
10 Production Right, as provided in Paragraph 18.5.10, provided the total of all Production Rights
11 does not exceed the Native Safe Yield.

12 **3.5.34 Pro-Rata Reduction.** The proportionate reduction in the amount
13 of a Production Right, as provided in Paragraph 18.5.10, in order that the total of all Production
14 Rights does not exceed the Native Safe Yield.

15 **3.5.35 Public Water Suppliers.** The Public Water Suppliers are Los
16 Angeles County Waterworks District No. 40, Palmdale Water District, Quartz Hill Water District,
17 Littlerock Creek Irrigation District, California Water Service Company, Desert Lake Community
18 Services District, North Edwards Water District, City of Palmdale, City of Lancaster, Palm Ranch
19 Irrigation District, Rosamond Community Services District, and West Valley County Water
20 District.

21 **3.5.36 Purpose of Use.** The broad categories of type of water use
22 including but not limited to municipal, irrigation, agricultural and industrial uses.

23 **3.5.37 Rampdown.** The period of time for Pre-Rampdown Production to
24 be reduced to the Native Safe Yield in the manner described in this Judgment.

25 **3.5.38 Recycled Water.** Water that, as a result of treatment of waste, is
26 suitable for a direct beneficial use or a controlled use that would not otherwise occur and is
27 therefore considered a valuable resource.

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1 **3.5.39 Replacement Obligation.** The obligation of a Producer to pay for
2 Replacement Water for Production of Groundwater from the Basin in any Year in excess of the
3 sum of such Producer's Production Right and Imported Water Return Flows.

4 **3.5.40 Replacement Water.** Water purchased by the Watermaster or
5 otherwise provided to satisfy a Replacement Obligation.

6 **3.5.41 Replacement Water Assessment.** The amount charged by the
7 Watermaster to pay for all costs incurred by the Watermaster related to Replacement Water.

8 **3.5.42 Responsible Party.** The Person designated by a Party as the
9 Person responsible for purposes of filing reports and receiving notices pursuant to the provisions
10 of this Judgment.

11 **3.5.43 Safe Yield.** The amount of annual extractions of water from the
12 Basin over time equal to the amount of water needed to recharge the Groundwater aquifer and
13 maintain it in equilibrium, plus any temporary surplus. [*City of Los Angeles v. City of San*
14 *Fernando* (1975) 14 Cal. 3d 199, 278.]

15 **3.5.44 Small Pumper Class.** All private (i.e., non-governmental)
16 Persons and entities that own real property within the Basin, as adjudicated, and that have been
17 pumping less than 25 acre-feet per Year on their property during any Year from 1946 to the
18 present. The Small Pumper Class excludes the defendants in *Wood v. Los Angeles Co.*
19 *Waterworks Dist. 40, et al.*, any Person, firm, trust, corporation, or other entity in which any such
20 defendants has a controlling interest or which is related to or affiliated with any such defendants,
21 and the representatives, heirs, affiliates, successors-in-interest or assigns of any such excluded
22 party. The Small Pumper Class also excludes all Persons and entities that are shareholders in a
23 mutual water company. The Small Pumper Class does not include those who opted out of the
24 Small Pumper Class.

25 **3.5.45 Small Pumper Class Members.** Individual members of the Small
26 Pumper Class who meet the Small Pumper Class definition, and for purposes of this Judgment
27 and any terms pertaining to water rights, where two or more Small Pumper Class Members reside
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1 in the same household, they shall be treated as a single Small Pumper Class Member for purposes
2 of determining water rights.

3 **3.5.46 State of California.** As used herein, State of California shall mean
4 the State of California acting by and through the following State agencies, departments and
5 associations: (1) The California Department of Water Resources; (2) The California Department
6 of Parks and Recreation; (3) The California Department of Transportation; (4) The California
7 State Lands Commission; (5) The California Department of Corrections and Rehabilitation; (6)
8 The 50th District Agricultural Association; (7) The California Department of Veteran Affairs; (8)
9 The California Highway Patrol; and, (9) The California Department of Military.

10 **3.5.47 State Water Project.** Water storage and conveyance facilities
11 operated by the State of California Department of Water Resources from which it delivers water
12 diverted from the Feather River and the Sacramento-San Joaquin Delta via the California
13 Aqueduct to public agencies it has contracted with.

14 **3.5.48 Stipulating Party.** Any Party who has executed a Stipulation for
15 Entry of this Judgment prior to the date of approval of this Judgment by the Court.

16 **3.5.49 Stored Water.** Water held in storage in the Basin, as a result of
17 direct spreading or other methods, for subsequent withdrawal and use pursuant to agreement with
18 the Watermaster and as provided for in this Judgment. Stored Water does not include Imported
19 Water Return Flows.

20 **3.5.50 Subareas.** Portions of the Basin, as described in this document,
21 divided for management purposes.

22 **3.5.51 Total Safe Yield.** The amount of Groundwater that may be safely
23 pumped from the Basin on a long-term basis. Total Safe Yield is the sum of the Native Safe
24 Yield plus the Imported Water Return Flows.

25 **3.5.52 Watermaster.** The Person(s) appointed by the Court to administer
26 the provisions of this Judgment.

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5.1.1 Overlying Production Rights. The Parties listed in Exhibit 4, attached hereto and incorporated herein by reference, have Overlying Production Rights. Exhibit 4 sets forth the following for each Overlying Production Right: (1) the Pre-Rampdown Production; (2) the Production Right; and (3) the percentage of the Production from the Adjusted Native Safe Yield.

5.1.1.1 The Parties listed on Exhibit 4 have the right to Produce Groundwater, on an annual basis, up to their Overlying Production Right set forth in Exhibit 4 for each Party. Each Party's Overlying Production Right is subject to the following conditions and limitations:

5.1.1.2 Pursuant to the terms of this Judgment, the Parties listed on Exhibit 4 have the right to Produce their Overlying Production Right for use on land they own or lease and without the need for Watermaster approval.

5.1.1.3 Overlying Production Rights may be transferred pursuant to the provisions of Paragraph 16 of this Judgment.

5.1.1.4 Overlying Production Rights are subject to Pro-Rata Reduction or Increase only pursuant to Paragraph 18.5.10.

5.1.2 Non-Pumper Class Rights. The Non-Pumper Class members claim the right to Produce Groundwater from the Native Safe Yield for reasonable and beneficial uses on their overlying land as provided for in this Judgment. On September 22, 2011, the Court approved the Non-Pumper Class Stipulation of Settlement through an amended final judgment that settled the Non-Pumper Class' claims against the Public Water Suppliers ("Non-Pumper Class Judgment"). A copy of the Non-Pumper Class Judgment and the Non-Pumper Class Stipulation of Settlement are attached for reference only as Appendices A and B. This Judgment is consistent with the Non-Pumper Class Stipulation of Settlement and Judgment. Future Production by a member of the Non-Pumper Class is addressed in the Physical Solution.

5.1.2.1 The Non-Pumper Class members shall have no right to transfer water pursuant to this Judgment.

5.1.3 Small Pumper Class Production Rights. Subject only to the closure of the Small Pumper Class membership, the Small Pumper Class's aggregate Production Right is 3806.4 acre-feet per Year. Allocation of water to the Small Pumper Class is set at an average Small Pumper Class Member amount of 1.2 acre-feet per existing household or parcel based upon the 3172 known Small Pumper Class Member parcels at the time of this Judgment. Any Small Pumper Class Member may Produce up to and including 3 acre-feet per Year per existing household for reasonable and beneficial use on their overlying land, and such Production will not be subject to Replacement Water Assessment. Production by any Small Pumper Class Member above 3 acre-feet per Year per household or parcel will be subject to Replacement Water Assessment, as set forth in this Judgment. Administrative Assessments for unmetered Production by Small Pumper Class Members shall be set based upon the allocation of 1.2 acre-feet per Year per household or parcel, whichever is the case; metered Production shall be assessed in accord with the actual Production. A Small Pumper Class Member who is lawfully, by permit, operating a shared well with an adjoining Small Pumper Class Member, shall have all of the same rights and obligations under this Judgment without regard to the location of the shared well, and such shared use is not considered a prohibited transfer of a pumping right under Paragraph 5.1.3.3.

5.1.3.1 The Production of Small Pumper Class Members of up to 3 acre-feet per Year of Groundwater per household or per parcel for reasonable and beneficial use shall only be subject to reduction if: (1) the reduction is based upon a statistically credible study and analysis of the Small Pumper Class' actual Native Safe Yield Production, as well as the nature of the use of such Native Safe Yield, over at least a three Year period; and (2) the reduction is mandated by Court order after notice to the Small Pumper Class Members affording a reasonable opportunity for the Court to hear any Small Pumper Class Member objections to such reduction, including a determination that Water Code section 106 may apply so as to prevent a reduction.

5.1.3.2 The primary means for monitoring the Small Pumper Class Members' Groundwater use under the Physical Solution will be based on physical inspection by

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1 the Watermaster, including the use of aerial photographs and satellite imagery. All Small Pumper
2 Class Members agree to permit the Watermaster to subpoena the electrical meter records
3 associated with their Groundwater wells on an annual basis. Should the Watermaster develop a
4 reasonable belief that a Small Pumper Class Member household is using in excess of 3 acre-feet
5 per Year, the Watermaster may cause to be installed a meter on such Small Pumper Class
6 Member's well at the Small Pumper Class Member's expense.

7 **5.1.3.3** The pumping rights of Small Pumper Class Members are
8 not transferable separately from the parcel of property on which the water is pumped, provided
9 however a Small Pumper Class Member may move their water right to another parcel owned by
10 that Small Pumper Class Member with approval of the Court. If a Small Pumper Class Member
11 parcel is sold, absent a written contract stating otherwise and subject to the provisions of this
12 Judgment, the water right for that Small Pumper Class Member parcel shall transfer to the new
13 owners of that Small Pumper Class Member parcel. The pumping rights of Small Pumper Class
14 Members may not be aggregated for use by a purchaser of more than one Small Pumper Class
15 Member's property.

16 **5.1.3.4** Defaults or default judgments entered against any Small
17 Pumper Class Member who did not opt out of the Small Pumper Class are hereby deemed non-
18 operative and vacated *nunc pro tunc*, but only with respect to their ownership of real property
19 meeting the Small Pumper Class definition.

20 **5.1.3.5** The Small Pumper Class shall be permanently closed to new
21 membership upon issuance by the Court of its order granting final approval of the Small Pumper
22 Class Settlement (the "Class Closure Date"), after the provision of notice to the Class of the Class
23 Closure Date. Any Person or entity that does not meet the Small Pumper Class definition prior to
24 the Class Closure Date is not a Member of the Small Pumper Class. Similarly, any additional
25 household constructed on a Small Pumper Class Member parcel after the Class Closure Date is
26 not entitled to a Production Right as set forth in Paragraphs 5.1.3 and 5.1.3.1.

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1 **5.1.3.6** Unknown Small Pumper Class Members are defined as: (1)
2 those Persons or entities that are not identified on the list of known Small Pumper Class Members
3 maintained by class counsel and supervised and controlled by the Court as of the Class Closure
4 Date; and (2) any unidentified households existing on a Small Pumper Class Member parcel prior
5 to the Class Closure Date. Within ten (10) Court days of the Class Closure Date, class counsel
6 for the Small Pumper Class shall publish to the Court website and file with the Court a list of the
7 known Small Pumper Class Members.

8 **5.1.3.7** Given the limited number of additions to the Small Pumper
9 Class during the more than five Years since the initial notice was provided to the Class, the Court
10 finds that the number of potentially unknown Small Pumper Class Members and their associated
11 water use is likely very low, and any Production by unknown Small Pumper Class Members is
12 hereby deemed to be *de minimis* in the context of this Physical Solution and shall not alter the
13 Production Rights decreed in this Judgment. However, whenever the identity of any unknown
14 Small Pumper Class Member becomes known, that Small Pumper Class Member shall be bound
15 by all provisions of this Judgment, including without limitation, the assessment obligations
16 applicable to Small Pumper Class Members.

17 **5.1.3.8** In recognition of his service as class representative, Richard
18 Wood has a Production Right of up to five 5 acre-feet per Year for reasonable and beneficial use
19 on his parcel free of Replacement Water Assessment. This Production Right shall not be
20 transferable and is otherwise subject to the provisions of this Judgment.

21 **5.1.4 Federal Reserved Water Right.** The United States has a right to
22 Produce 7,600 acre-feet per Year from the Native Safe Yield as a Federal Reserved Water Right
23 for use for military purposes at Edwards Air Force Base and Air Force Plant 42. *See Cappaert v.*
24 *United States*, 426 U.S. 128, 138 (1976); *United States v. New Mexico*, 438 U.S. 696, 700 (1978).
25 Maps of the boundaries of Edwards Air Force Base and Plant 42 are attached hereto as Exhibits 6
26 and 7. The United States may Produce any or all of this water at any time for uses consistent with
27 the purposes of its Federal Reserved Water Right. Water uses at Edwards Air Force Base and
28

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Plant 42 as of the date of this Judgment are consistent with the military purposes of the facilities. The Federal Reserved Water Right to Produce 7,600 acre-feet per Year is not subject to Rampdown or any reduction including Pro-Rata Reduction due to Overdraft.

5.1.4.1 In the event the United States does not Produce its entire 7,600 acre-feet in any given Year, the unused amount in any Year will be allocated to the Non-Overlying Production Rights holders, except for Boron Community Services District and West Valley County Water District, in the following Year, in proportion to Production Rights set forth in Exhibit 3. This Production of unused Federal Reserved Water Right Production does not increase any Non-Overlying Production Right holder's decreed Non-Overlying Production Right amount or percentage, and does not affect the United States' ability to fully Produce its Federal Reserved Water Right as provided in Paragraph 5.1.4 in any subsequent Year. Upon entry of a judgment confirming its Federal Reserved Water Rights consistent with this Judgment, the United States waives any rights under State law to a correlative share of the Groundwater in the Basin underlying Edwards Air Force Base and Air Force Plant 42.

5.1.4.2 The United States is not precluded from acquiring State law based Production Rights in excess of its Federal Reserved Water Right through the acquisition of Production Rights in the Basin.

5.1.5 State of California Production Rights. The State of California shall have a Production Right of 207 acre-feet per Year from the Native Safe Yield and shall have the additional right to Produce Native Safe Yield as set forth in Paragraphs 5.1.5.3 and 5.1.5.4 below. This Production of Native Safe Yield shall not be subject to Pro-Rata Reduction. Any Production by the State of California above 207 acre-feet per Year that is not Produced pursuant to Paragraphs 5.1.5.3 and 5.1.5.4 below shall be subject to Replacement Assessments. All Production by the State of California shall also be subject to the Administrative Assessment and the Balance Assessment except in emergency situations as provided in Paragraph 5.1.5.4.3 below. Any Production of Native Safe Yield pursuant to Paragraphs 5.1.5.3 and 5.1.5.4 below shall not reduce any other Party's Production Rights pursuant to this Judgment.

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5.1.5.1 The State of California's Production Right in the amount of 207 acre-feet per Year is allocated separately to each of the State agencies, departments, and associations as listed below in Paragraph 5.1.5.2. Notwithstanding the separate allocations, any Production Right, or portion thereof, of one of the State agencies, departments, and associations may be transferred or used by the other State agencies, departments, and associations on parcels within the Basin. This transfer shall be done by agreement between the State agencies, departments, or associations without a Replacement Water Assessment and without the need for Watermaster approval. Prior to the transfer of another State agency, department, or association's Production Right, the State agency, department, or association receiving the ability to use the Production Right shall obtain written consent from the transferor. Further, the State agency, department, or association receiving the Production Right shall notify the Watermaster of the transfer.

5.1.5.2 The Production Rights are allocated as follows and may be exercised by the following nine (9) State agencies:

5.1.5.2.1 The California Department of Water Resources-104 acre- feet per Year.

5.1.5.2.2 The California Department of Parks and Recreation-9 acre-feet per Year.

5.1.5.2.3 The California Department of Transportation -47 acre-feet per Year.

5.1.5.2.4 The California State Lands Commission-3 acre-feet per Year

5.1.5.2.5 The California Department of Corrections and Rehabilitation-3 acre-feet per Year.

5.1.5.2.6 The 50th District Agricultural Association-32 acre-feet per Year.

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1 **5.1.5.2.7** The California Department of Veteran Affairs-3
2 acre-feet per Year.

3 **5.1.5.2.8** The California Highway Patrol -3 acre- feet per
4 Year.

5 **5.1.5.2.9** The California Department of Military-3 acre-feet
6 per Year.

7 **5.1.5.3** If at any time, the amount of water supplied to the State of
8 California by District No. 40, AVEK, or Rosamond Community Service District is no longer
9 available or no longer available at reasonable rates to the State of California, the State of
10 California shall have the additional right to Produce Native Safe Yield to meet its reasonable and
11 beneficial needs up to 787 acre-feet per Year, the amount provided by District No. 40, AVEK and
12 Rosamond Community Services District to the State of California in the Year 2013.

13 **5.1.5.4** The following provisions will also apply to each specific
14 agency listed below:

15 **5.1.5.4.1** California Department of Corrections &
16 Rehabilitation (CDCR). In addition to its Production Right pursuant to Paragraphs 5.1.5.2.5 and
17 5.1.5.3, CDCR may also pump Groundwater: (1) to the extent necessary to conduct periodic
18 maintenance of its well pumping equipment; and (2) as a supplementary source of drinking water
19 or as an emergency back-up supply as set forth in Water Code section 55338.

20 **5.1.5.4.2** California Department of Water Resources (DWR).
21 In addition to its Production pursuant to Paragraphs 5.1.5.2.1 and 5.1.5.3 above, DWR may also
22 pump Native Safe Yield from the area adjacent to and beneath the California Aqueduct and
23 related facilities at a time and in an amount it determines is reasonably necessary to protect the
24 physical integrity of the California Aqueduct and related facilities from high Groundwater.
25 Further, notwithstanding provisions of this Judgment prohibiting the export of Native Safe Yield
26 from the Basin, DWR may place the Native Safe Yield that it pumps for the protection of the
27 California Aqueduct into the California Aqueduct, whether or not such Native Safe Yield is
28

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ultimately returned to the Basin. However, DWR and AVEK shall use their best efforts to enter into an agreement allowing AVEK to recapture the Native Safe Yield DWR puts into the California Aqueduct and return it to the Basin.

5.1.5.4.3 Department of Military. The Department of Military may Produce additional Groundwater in an amount necessary to protect and promote public health and safety during an event deemed to be an emergency by the Department of Military pursuant to California Government Code sections 8567 and 8571, and California Military and Veterans Code sections 143 and 146. Such Production shall be free from any assessment, including any Administrative, Balance, or Replacement Water Assessment.

5.1.5.4.4 The California Department of Veterans Affairs. The California Department of Veteran Affairs has begun the expansion and increased occupancy project of the Veterans Home of California – Lancaster facility owned by the State of California by and on behalf of the California Department of Veterans Affairs. The California Department of Veterans Affairs fully expects that it will be able to purchase up to an additional 40 acre-feet per Year for use at this facility from District No. 40.

5.1.6 Non-Overlying Production Rights. The Parties listed in Exhibit 3 have Production Rights in the amounts listed in Exhibit 3. Exhibit 3 is attached hereto, and incorporated herein by reference. Non-Overlying Production Rights are subject to Pro-Rata Reduction or Increase only pursuant to Paragraph 18.5.10.

5.1.7 City of Lancaster. The City of Lancaster ("Lancaster") can Produce up to 500 acre-feet of Groundwater for reasonable and beneficial uses at its National Soccer Complex. Such production shall only be subject to Administrative Assessment and no other assessments. Lancaster will stop Producing Groundwater and will use Recycled Water supplied from District No. 40, when it becomes available, to meet the reasonable and beneficial water uses of the National Soccer Complex. Lancaster may continue to Produce up to 500 acre-feet of Groundwater until Recycled Water becomes available to serve the reasonable and beneficial water uses of the National Soccer Complex. Nothing in this paragraph shall be

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1 construed as requiring Lancaster to have any responsibility for constructing, or in any way
2 contributing to the cost of, any infrastructure necessary to deliver Recycled Water to the National
3 Soccer Complex.

4 **5.1.8 Antelope Valley Joint Union High School District.** Antelope
5 Valley Joint Union High School District is a public school entity duly organized and existing
6 under the laws of the State of California. In addition to the amounts allocated to Antelope Valley
7 Joint Union High School District (“AVJUHS”) and pursuant to Exhibit 4, AVJUHS can
8 additionally produce up to 29 acre-feet of Groundwater for reasonable and beneficial uses on its
9 athletic fields and other public spaces. When recycled water becomes available to Quartz Hill
10 High School (located at 6040 West Avenue L, Quartz Hill, CA 93535) which is a site that is part
11 of AVJUHS, at a price equal to or less than the lowest cost of any of the following:

12 Replacement Obligation, Replacement Water, or other water that is delivered to AVJUHS at
13 Quartz Hill High School, AVJUHS will stop producing the 29 acre-feet of Groundwater
14 allocated to it and use recycled water as a replacement to its 29 acre-feet production. AVJUHS
15 retains its production rights and allocation pursuant to Exhibit 4 of this Judgment.

16 **5.1.9 Construction of Solar Power Facilities.** Any Party may Produce
17 Groundwater in excess of its Production Right allocated to it in Exhibit 4 for the purpose of
18 constructing a facility located on land overlying the Basin that will generate, distribute or store
19 solar power through and including December 31, 2016 and shall not be charged a Replacement
20 Water Assessment or incur a Replacement Obligation for such Production in excess of its
21 Production Rights. Any amount of such production in excess of the Production Right through
22 and including December 31, 2016 shall be reasonable to accomplish such construction but shall
23 not exceed 500 acre-feet per Year for all Parties using such water.

24 **5.1.10 Production Rights Claimed by Non-Stipulating Parties.** Any
25 claim to a right to Produce Groundwater from the Basin by a Non-Stipulating Party shall be
26 subject to procedural or legal objection by any Stipulating Party. Should the Court, after taking
27 evidence, rule that a Non-Stipulating Party has a Production Right, the Non-Stipulating Party

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1 shall be subject to all provisions of this Judgment, including reduction in Production necessary to
2 implement the Physical Solution and the requirements to pay assessments, but shall not be
3 entitled to benefits provided by Stipulation, including but not limited to Carry Over pursuant to
4 Paragraph 15 and Transfers pursuant to Paragraph 16. If the total Production by Non-Stipulating
5 Parties is less than seven percent (7%) of the Native Safe Yield, such Production will be
6 addressed when Native Safe Yield is reviewed pursuant to Paragraph 18.5.9. If the total
7 Production by Non-Stipulating Parties is greater than seven percent (7%) of the Native Safe
8 Yield, the Watermaster shall determine whether Production by Non-Stipulating Parties would
9 cause Material Injury, in which case the Watermaster shall take action to mitigate the Material
10 Injury, including, but not limited to, imposing a Balance Assessment, provided however, that the
11 Watermaster shall not recommend any changes to the allocations under Exhibits 3 and 4 prior to
12 the redetermination of Native Safe Yield pursuant to Paragraph 18.5.9. In all cases, however,
13 whenever the Watermaster re-determines the Native Safe Yield pursuant to Paragraph 18.5.9, the
14 Watermaster shall take action to prevent Native Safe Yield Production from exceeding the Native
15 Safe Yield on a long-term basis.

16 **5.2 Rights to Imported Water Return Flows.**

17 **5.2.1 Rights to Imported Water Return Flows.** Return Flows from
18 Imported Water used within the Basin which net augment the Basin Groundwater supply are not a
19 part of the Native Safe Yield. Subject to review pursuant to Paragraph 18.5.11, Imported Water
20 Return Flows from Agricultural Imported Water use are 34% and Imported Water Return Flows
21 from Municipal and Industrial Imported Water use are 39% of the amount of Imported Water
22 used.

23 **5.2.2 Water Imported Through AVEK.** The right to Produce Imported
24 Water Return Flows from water imported through AVEK belongs exclusively to the Parties
25 identified on Exhibit 8, attached hereto, and incorporated herein by reference. Each Party shown
26 on Exhibit 8 shall have a right to Produce an amount of Imported Water Return Flows in any
27 Year equal to the applicable percentage multiplied by the average amount of Imported Water used
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1 by that Party within the Basin in the preceding five Year period (not including Imported Stored
2 Water in the Basin). Any Party that uses Imported Water on lands outside the Basin but within the
3 watershed of the Basin shall be entitled to Produce Imported Water Return Flows to the extent
4 such Party establishes to the satisfaction of the Watermaster the amount that its Imported Water
5 Return Flows augment the Basin Groundwater supply. This right shall be in addition to that
6 Party's Overlying or Non-Overlying Production Right. Production of Imported Water Return
7 Flows is not subject to the Replacement Water Assessment. All Imported Water Return Flows
8 from water imported through AVEK and not allocated to Parties identified in Exhibit 8 belong
9 exclusively to AVEK, unless otherwise agreed by AVEK. Notwithstanding the foregoing, Boron
10 Community Services District shall have the right to Produce Imported Water Return Flows, up to
11 78 acre-feet annually, based on the applicable percentage multiplied by the average amount of
12 Imported Water used by Boron Community Services District outside the Basin, but within its
13 service area in the preceding five Year period (not including Imported Stored Water in the Basin)
14 without having to establish that the Imported Water Return Flows augment the Basin
15 Groundwater supply.

16 **5.2.3 Water Not Imported Through AVEK.** After entry of this
17 Judgment, a Party other than AVEK that brings Imported Water into the Basin from a source
18 other than AVEK shall notify the Watermaster each Year quantifying the amount and uses of the
19 Imported Water in the prior Year. The Party bringing such Imported Water into the Basin shall
20 have a right to Produce an amount of Imported Water Return Flows in any Year equal to the
21 applicable percentage set forth above multiplied by the average annual amount of Imported Water
22 used by that Party within the Basin in the preceding five Year period (not including Imported
23 Stored Water in the Basin).

24 **5.3 Rights to Recycled Water.** The owner of a waste water treatment plant
25 operated for the purpose of treating wastes from a sanitary sewer system shall hold the exclusive
26 right to the Recycled Water as against anyone who has supplied the water discharged into the
27 waste water collection and treatment system. At the time of this Judgment those Parties that
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1 produce Recycled Water are Los Angeles County Sanitation Districts No. 14 and No. 20,
2 Rosamond Community Services District, and Edwards Air Force Base. Nothing in this Judgment
3 affects or impairs this ownership or any existing or future agreements for the use of Recycled
4 Water within the Basin.

5 **6. INJUNCTION**

6 **6.1 Injunction Against Unauthorized Production.** Each and every Party, its
7 officers, directors, agents, employees, successors, and assigns, except for the United States, is
8 ENJOINED AND RESTRAINED from Producing Groundwater from the Basin except pursuant
9 to this Judgment. Without waiving or foreclosing any arguments or defenses it might have, the
10 United States agrees that nothing herein prevents or precludes the Watermaster or any Party from
11 seeking to enjoin the United States from Producing water in excess of its 7,600 acre-foot per Year
12 Reserved Water Right if and to the extent the United States has not paid the Replacement
13 Assessments for such excess Production or entered into written consent to the imposition of
14 Replacement Assessments as described in Paragraph 9.2.

15 **6.2 Injunction Re Change in Purpose of Use Without Notice to The**
16 **Watermaster.** Each and every Party, its officers, directors, agents, employees, successors, and
17 assigns, is ENJOINED AND RESTRAINED from changing its Purpose of Use of Groundwater at
18 any time without notifying the Watermaster.

19 **6.3 Injunction Against Unauthorized Capture of Stored Water.** Each and
20 every Party, its officers, directors, agents, employees, successors and assigns, is ENJOINED
21 AND RESTRAINED from claiming any right to Produce the Stored Water that has been
22 recharged in the Basin, except pursuant to a Storage Agreement with the Watermaster, and as
23 allowed by this Judgment, or pursuant to water banking operations in existence and operating at
24 the time of this Judgment as identified in Paragraph 14. This Paragraph does not prohibit Parties
25 from importing water into the Basin for direct use, or from Producing or using Imported Water
26 Return Flows owned by such Parties pursuant to Paragraph 5.2.

1 **6.4 Injunction Against Transportation From Basin.** Except upon further
 2 order of the Court, each and every Party, its officers, agents, employees, successors and assigns,
 3 is ENJOINED AND RESTRAINED from transporting Groundwater hereafter Produced from the
 4 Basin to areas outside the Basin except as provided for by the following. The United States may
 5 transport water Produced pursuant to its Federal Reserved Water Right to any portion of Edwards
 6 Air Force Base, whether or not the location of use is within the Basin. This injunction does not
 7 prevent Saint Andrew's Abbey, Inc., U.S. Borax and Tejon Ranchcorp/Tejon Ranch Company
 8 from conducting business operations on lands both inside and outside the Basin boundary, and
 9 transporting Groundwater Produced consistent with this Judgment for those operations and for
 10 use on those lands outside the Basin and within the watershed of the Basin as shown in Exhibit 9.
 11 This injunction also does not apply to any California Aqueduct protection dewatering Produced
 12 by the California Department of Water Resources. This injunction does not apply to the recovery
 13 and use of stored Imported Water by any Party that stores Imported Water in the Basin pursuant
 14 to Paragraph 14 of this Judgment.

15 **6.4.1 Export by Boron and Phelan Piñon Hills Community Services**
 16 **Districts.**

17 **6.4.1.1** The injunction does not prevent Boron Community Services
 18 District from transporting Groundwater Produced consistent with this Judgment for use outside
 19 the Basin, provided such water is delivered within its service area.

20 **6.4.1.2** The injunction does not apply to any Groundwater Produced
 21 within the Basin by Phelan Piñon Hills Community Services District and delivered to its service
 22 areas, so long as the total Production does not exceed 1,200 acre-feet per Year, such water is
 23 available for Production without causing Material Injury, and the District pays a Replacement
 24 Water Assessment pursuant to Paragraph 9.2, together with any other costs deemed necessary to
 25 protect Production Rights decreed herein, on all water Produced and exported in this manner.

26 **6.5 Continuing Jurisdiction.** The Court retains and reserves full jurisdiction,
 27 power and authority for the purpose of enabling the Court, upon a motion of a Party or Parties
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1 noticed in accordance with the notice procedures of Paragraph 20.6 hereof, to make such further
2 or supplemental order or directions as may be necessary or appropriate to interpret, enforce,
3 administer or carry out this Judgment and to provide for such other matters as are not
4 contemplated by this Judgment and which might occur in the future, and which if not provided for
5 would defeat the purpose of this Judgment.

6 **III. PHYSICAL SOLUTION**

7 **7. GENERAL**

8 **7.1 Purpose and Objective.** The Court finds that the Physical Solution
9 incorporated as part of this Judgment: (1) is a fair and equitable basis for satisfaction of all water
10 rights in the Basin; (2) is in furtherance of the State Constitution mandate and the State water
11 policy; and (3) takes into account water rights priorities, applicable public trust interests and the
12 Federal Reserved Water Right. The Court finds that the Physical Solution establishes a legal and
13 practical means for making the maximum reasonable and beneficial use of the waters of the Basin
14 by providing for the long-term Conjunctive Use of all available water in order to meet the
15 reasonable and beneficial use requirements of water users in the Basin. Therefore, the Court
16 adopts, and orders the Parties to comply with this Physical Solution.

17 **7.2 Need For Flexibility.** This Physical Solution must provide flexibility and
18 adaptability to allow the Court to use existing and future technological, social, institutional, and
19 economic options in order to maximize reasonable and beneficial water use in the Basin.

20 **7.3 General Pattern of Operations.** A fundamental premise of the Physical
21 Solution is that all Parties may Produce sufficient water to meet their reasonable and beneficial
22 use requirements in accordance with the terms of this Judgment. To the extent that Production by
23 a Producer exceeds such Producer's right to Produce a portion of the Total Safe Yield as provided
24 in this Judgment, the Producer will pay a Replacement Water Assessment to the Watermaster and
25 the Watermaster will provide Replacement Water to replace such excess production according to
26 the methods set forth in this Judgment.

1 **7.4 Water Rights.** A Physical Solution for the Basin based upon a declaration
2 of water rights and a formula for allocation of rights and obligations is necessary to implement
3 the mandate of Article X, section 2 of the California Constitution. The Physical Solution requires
4 quantifying the Producers' rights within the Basin in a manner which will reasonably allocate the
5 Native Safe Yield and Imported Water Return Flows and which will provide for sharing Imported
6 Water costs. Imported Water sources are or will be available in amounts which, when combined
7 with water conservation, water reclamation, water transfers, and improved conveyance and
8 distribution methods within the Basin, will be sufficient in quantity and quality to assure
9 implementation of the Physical Solution. Sufficient information and data exists to allocate
10 existing water supplies, taking into account water rights priorities, within the Basin and as among
11 the water users. The Physical Solution provides for delivery and equitable distribution of
12 Imported Water to the Basin.

13 **8. RAMPDOWN**

14 **8.1 Installation of Meters.** Within two (2) Years from the entry of this
15 Judgment all Parties other than the Small Pumper Class shall install meters on their wells for
16 monitoring Production. Each Party shall bear the cost of installing its meter(s). Monitoring or
17 metering of Production by the Small Pumper Class shall be at the discretion of the Watermaster,
18 subject to the provisions of Paragraph 5.1.3.2.

19 **8.2 Rampdown Period.** The "Rampdown Period" is seven Years beginning
20 on the January 1 following entry of this Judgment and continuing for the following seven (7)
21 Years.

22 **8.3 Reduction of Production During Rampdown.** During the first two Years
23 of the Rampdown Period no Producer will be subject to a Replacement Water Assessment.
24 During Years three through seven of the Rampdown Period, the amount that each Party may
25 Produce from the Native Safe Yield will be progressively reduced, as necessary, in equal annual
26 increments, from its Pre-Rampdown Production to its Production Right. Except as is determined
27 to be exempt during the Rampdown period pursuant to the Drought Program provided for in
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Paragraph 8.4, any amount Produced over the required reduction shall be subject to Replacement Water Assessment. The Federal Reserved Water Right is not subject to Rampdown.

8.4 Drought Program During Rampdown for Participating Public Water

Suppliers. During the Rampdown period a drought water management program (“Drought Program”) will be implemented by District No. 40, Quartz Hill Water District, Littlerock Creek Irrigation District, California Water Service Company, Desert Lake Community Services District, North Edwards Water District, City of Palmdale, and Palm Ranch Irrigation District, (collectively, "Drought Program Participants"), as follows:

8.4.1 During the Rampdown period, District No. 40 agrees to purchase from AVEK each Year at an amount equal to 70 percent of District No. 40's total annual demand if that amount is available from AVEK at no more than the then current AVEK treated water rate. If that amount is not available from AVEK, District No. 40 will purchase as much water as AVEK makes available to District No. 40 at no more than the then current AVEK treated water rate. Under no circumstances will District No. 40 be obligated to purchase more than 50,000 acre-feet of water annually from AVEK. Nothing in this Paragraph affects AVEK’s water allocation procedures as established by its Board of Directors and AVEK’s Act.

8.4.2 During the Rampdown period, the Drought Program Participants each agree that, in order to minimize the amount of excess Groundwater Production in the Basin, they will use all water made available by AVEK at no more than the then current AVEK treated water rate in any Year in which they Produce Groundwater in excess of their respective rights to Produce Groundwater under this Judgment. During the Rampdown period, no Production by a Drought Program Participant shall be considered excess Groundwater Production exempt from a Replacement Water Assessment under this Drought Program unless a Drought Program Participant has utilized all water supplies available to it including its Production Right to Native Safe Yield, Return Flow rights, unused Production allocation of the Federal Reserved Water Rights, Imported Water, and Production rights previously transferred from another party. Likewise, no Production by a Drought Program Participant will be considered excess

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Groundwater Production exempt from a Replacement Water Assessment under this Drought Program in any Year in which the Drought Program Participant has placed water from such sources described in this Paragraph 8.4.2 into storage or has transferred such water to another Person or entity.

8.4.3 During the Rampdown period, the Drought Program Participants will be exempt from the requirement to pay a Replacement Water Assessment for Groundwater Production in excess of their respective rights to Produce Groundwater under this Judgment up to a total of 40,000 acre-feet over the Rampdown Period with a maximum of 20,000 acre-feet in any single Year for District No. 40 and a total of 5,000 acre-feet over the Rampdown Period for all other Drought Program Participants combined. During any Year that excess Groundwater is produced under this Drought Program, all Groundwater Production by the Drought Program Participants will be for the purpose of a direct delivery to customers served within their respective service areas and will not be transferred to other users within the Basin.

8.4.4 Notwithstanding the foregoing, the Drought Program Participants remain subject to the Material Injury limitation as provided in this Judgment.

8.4.5 Notwithstanding the foregoing, the Drought Program Participants remain subject to a Balance Assessment as provided in Paragraph 9.3 of this Judgment.

9. ASSESSMENTS.

9.1 Administrative Assessment. Administrative Assessments to fund the Administrative Budget adopted by the Watermaster shall be levied uniformly on an annual basis against (1) each acre foot of a Party's Production Right as described in Paragraph 5.1, (2) each acre foot of a Party's right to Produce Imported Water Return Flows as determined pursuant to Paragraph 5.2, (3) each acre foot of a Party's Production for which a Replacement Water Assessment has been imposed pursuant to Paragraph 9.2, and (4) during the Rampdown, each acre foot of a Party's Production in excess of (1)-(3), above, excluding Production from Stored Water and/or Carry Over water, except that the United States shall be subject to the Administrative Assessment only on the actual Production of the United States. During the

1 Rampdown the Administrative Assessment shall be no more than five (5) dollars per acre foot, or
2 as ordered by the Court upon petition of the Watermaster. Non-Overlying Production Rights
3 holders using the unused Production allocation of the Federal Reserved Water Right shall be
4 subject to Administrative Assessments on water the Non-Overlying Production Rights holders
5 Produce pursuant to Paragraph 5.1.4.1.

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1 shall allocate the Imported Water for delivery to areas on an equitable and practicable basis
2 pursuant to the Watermaster rules and regulations.

3 **9.2.1** The Non-Pumper Class Stipulation of Settlement, executed by its
4 signatories and approved by the Court in the Non-Pumper Class Judgment, specifically provides
5 for imposition of a Replacement Water Assessment on Non-Pumper Class members. This
6 Judgment is consistent with the Non-Pumper Class Stipulation of Settlement and Judgment. The
7 Non-Pumper Class members specifically agreed to pay a replacement assessment if that member
8 produced “more than its annual share” of the Native Safe Yield less the amount of the Federal
9 Reserved Right. (See Appendix B at paragraph V., section D. Replacement Water.) In approving
10 the Non-Pumper Class Stipulation of Settlement this Court specifically held in its Order after
11 Hearing dated November 18, 2010, that “the court determination of physical solution cannot be
12 limited by the Class Settlement.” The Court also held that the Non-Pumper Class Stipulation of
13 Settlement “may not affect parties who are not parties to the settlement.”

14 **9.2.2** Evidence presented to the Court demonstrates that Production by
15 one or more Public Water Suppliers satisfies the elements of prescription and that Production by
16 overlying landowners during portion(s) of the prescriptive period exceeded the Native Safe Yield.
17 At the time of this Judgment the entire Native Safe Yield is being applied to reasonable and
18 beneficial uses in the Basin. Members of the Non-Pumper Class do not and have never Produced
19 Groundwater for reasonable beneficial use as of the date of this Judgment. Pursuant to *Pasadena*
20 *v. Alhambra* (1949) 33 Cal 2d 908, 931-32 and other applicable law, the failure of the Non-
21 Pumper Class members to Produce any Groundwater under the facts here modifies their rights to
22 Produce Groundwater except as provided in this Judgment. Because this is a comprehensive
23 adjudication pursuant to the McCarran Amendment, consistent with the California Supreme Court
24 decisions, including *In Re Waters of Long Valley Creek Stream System* (1979) 25 Cal. 3d 339,
25 this Court makes the following findings: (1) certainty fosters reasonable and beneficial use of
26 water and is called for by the mandate of Article X, section 2; (2) because of this mandate for
27 certainty and in furtherance of the Physical Solution, any New Production, including that by a
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1 member of the Non-Pumper Class must comply with the New Production Application Procedure
2 specified in Paragraph 18.5.13; (3) as of this Judgment no member of the Non-Pumper Class has
3 established a Production Right to the reasonable and beneficial use of Groundwater based on their
4 unexercised claim of right to Produce Groundwater; (4) if in the future a member of the Non-
5 Pumper Class proposes to Produce Groundwater for reasonable and beneficial use, the
6 Watermaster as part of the New Production Application Procedure, has the authority to determine
7 whether such a member has established that the proposed New Production is a reasonable and
8 beneficial use in the context of other existing uses of Groundwater and then-current Basin
9 conditions; and (5) the Watermaster's determinations as to the approval, scope, nature and priority
10 of any New Production is reasonably necessary to the promotion of the State's interest in fostering
11 the most reasonable and beneficial use of its scarce water resources. All provisions of this
12 Judgment regarding the administration, use and enforcement of the Replacement Water
13 Assessment shall apply to each Non-Pumper Class member that Produces Groundwater. Prior to
14 the commencement of Production, each Producing Non-Pumper Class member shall install a
15 meter and report Production to the Watermaster. The Court finds that this Judgment is consistent
16 with the Non-Pumper Stipulation of Settlement and Judgment.

17 **9.3 Balance Assessment.** In order to ensure that after Rampdown each Party
18 may fully exercise its Production Right, there may be a Balance Assessment imposed by the
19 Watermaster. The Balance Assessment shall be assessed on all Production Rights, excluding the
20 United States' actual Production, but including that portion of the Federal Reserved Right
21 Produced by other Parties, in an amount determined by the Watermaster. A Balance Assessment
22 may not be imposed until after the end of the Rampdown. In determining whether to adopt a
23 Balance Assessment, and in what amount, the Watermaster Engineer shall consider current Basin
24 conditions as well as then-current pumping existing after Rampdown exclusive of any
25 consideration of an effect on then-current Basin conditions relating to Production of Groundwater
26 pursuant to the Drought Program which occurred during the Rampdown, and shall only assess a
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Balance Assessment or curtail a Party's Production under section 9.3.4 below, to avoid or mitigate Material Injury that is caused by Production after the completion of the Rampdown.

9.3.1 Any proceeds of the Balance Assessment will be used to purchase, deliver, produce in lieu, or arrange for alternative pumping sources of water in the Basin, but shall not include infrastructure costs.

9.3.2 The Watermaster Engineer shall determine and collect from any Party receiving direct benefit of the Balance Assessment proceeds an amount equal to that Party's avoided Production costs.

9.3.3 The Balance Assessment shall not be used to benefit the United States unless the United States participates in paying the Balance Assessment.

9.3.4 The Watermaster Engineer may curtail the exercise of a Party's Production Right under this Judgment, except the United States' Production, if it is determined necessary to avoid or mitigate a Material Injury to the Basin and provided that the Watermaster provides an equivalent quantity of water to such Party as a substitute water supply, with such water paid for from the Balance Assessment proceeds.

10. SUBAREAS. Subject to modification by the Watermaster the following Subareas are recognized:

10.1 Central Antelope Valley Subarea. The Central Antelope Valley Subarea is the largest of the five Subareas and underlies Rosamond, Quartz Hill, Lancaster, Edwards AFB and much of Palmdale. This Subarea also contains the largest amount of remaining agricultural land use in the Basin. The distinctive geological features of the Central Antelope Valley Subarea are the presence of surficial playa and pluvial lake deposits; the widespread occurrence of thick, older pluvial lake bed deposits; and alluvial deposits from which Groundwater is produced above and below the lake bed deposits. The Central Antelope Valley Subarea is defined to be east of the largely buried ridge of older granitic and tertiary rocks exposed at Antelope Buttes and extending beyond Little Buttes and Tropico Hill. The Central Subarea is defined to be southwest and

northeast of the extension of the Buttes Fault, and northwest of an unnamed fault historically identified from Groundwater level differences, as shown on Exhibit 10.

10.3 **South East Subarea.** The South East Subarea is characterized by granitic buttes to the north, shallow granitic rocks in the southwest, and a lack of lake bed deposits. The South East Subarea is defined to encompass the remainder of the Basin from the unnamed fault between the Central and South East subareas, to the county-line boundary of the Basin. Notably, this area contains Littlerock and Big Rock creeks that emanate from the mountains to the south and discharge onto the valley floor.

10.5 Rogers Lake Subarea. The Rogers Lake Subarea is characterized by surficial pluvial Lake Thompson and playa deposits, and a narrow, fault-bound, central trough filled with alluvial deposits. The area is divided into north and south subareas on opposite sides of a buried ridge of granite rock in the north lake, as shown on Exhibit 10.

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11.1 Notice of Increase of Production Under Federal Reserved Water

Right. After the date of entry of this Judgment, the United States shall provide the Watermaster with at least ninety (90) days advanced notice if Production by the United States is reasonably anticipated to increase more than 200 acre-feet per Year in a following 12 month period.

11.2 Water Substitution to Reduce Production by United States. The United

States agrees that maximizing Imported Water is essential to improving the Basin's health and agrees that its increased demand can be met by either increasing its Production or by accepting deliveries of Imported Water of sufficient quality to meet the purpose of its Federal Reserved Water Right under the conditions provided for herein. Any Party may propose a water substitution or replacement to the United States to secure a reduction in Groundwater Production by the United States. Such an arrangement would be at the United States' sole discretion and subject to applicable federal law, regulations and other requirements. If such a substitution or replacement arrangement is agreed upon, the United States shall reduce Production by the amount of Replacement Water provided to it, and the Party providing such substitution or replacement of water to the United States may Produce a corresponding amount of Native Safe Yield free from Replacement Water Assessment in addition to their Production Right.

12. MOVEMENT OF PUBLIC WATER SUPPLIERS PRODUCTION FACILITIES.**12.1 No Requirement to Move Public Water Suppliers' Production Wells.**

One or more of the Public Water Suppliers intend to seek Federal or State legislation to pay for all costs related to moving the Public Water Suppliers Production wells to areas that will reduce the impact of Public Water Supplier Production on the United States' current Production wells. The Public Water Suppliers shall have no responsibility to move any Production wells until Federal or State legislation fully funding the costs of moving the wells is effective or until required to do so by order of this Court which order shall not be considered or made by this Court until the seventeenth (17th) Year after entry of this Judgment. The Court may only make such an order if it finds that the Public Water Supplier Production from those wells is causing Material

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1 Injury. The Court shall not impose the cost of moving the Public Water Supplier Production
2 Facilities on any non-Public Water Supplier Party to this Judgment.

3 **13. FEDERAL APPROVAL.** This Judgment is contingent on final approval by the
4 Department of Justice. Such approval will be sought upon final agreement of the terms of this
5 Judgment by the settling Parties. Nothing in this Judgment shall be interpreted or construed as a
6 commitment or requirement that the United States obligate or pay funds in contravention of the
7 Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law. Nothing in this
8 Judgment, specifically including Paragraphs 9.1, 9.2 and 9.3, shall be construed to deprive any
9 federal official of the authority to revise, amend, or promulgate regulations. Nothing in this
10 Judgment shall be deemed to limit the authority of the executive branch to make
11 recommendations to Congress on any particular piece of legislation. Nothing in this Judgment
12 shall be construed to commit a federal official to expend federal funds not appropriated by
13 Congress. To the extent that the expenditure or advance of any money or the performance of any
14 obligation of the United States under this Judgment is to be funded by appropriation of funds by
15 Congress, the expenditure, advance, or performance shall be contingent upon the appropriation of
16 funds by Congress that are available for this purpose and the apportionment of such funds by the
17 Office of Management and Budget and certification by the appropriate Air Force official that
18 funding is available for this purpose, and an affirmative obligation of the funds for payment made
19 by the appropriate Air Force official. No breach of this Judgment shall result and no liability
20 shall accrue to the United States in the event such funds are not appropriated or apportioned.

21 **14. STORAGE.** All Parties shall have the right to store water in the Basin pursuant to
22 a Storage Agreement with the Watermaster. If Littlerock Creek Irrigation District or Palmdale
23 Water District stores Imported Water in the Basin it shall not export from its service area that
24 Stored Water. AVEK, Littlerock Creek Irrigation District or Palmdale Water District may enter
25 into exchanges of their State Water Project "Table A" Amounts. Nothing in this Judgment limits
26 or modifies operation of preexisting banking projects (including AVEK, District No. 40, Antelope
27 Valley Water Storage LLC, Tejon Ranchcorp and Tejon Ranch Company, Sheep Creek Water
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Co., Rosamond Community Services District and Palmdale Water District) or performance of preexisting exchange agreements of the Parties. The Watermaster shall promptly enter into Storage Agreements with the Parties at their request. The Watermaster shall not enter into Storage Agreements with non-Parties unless such non-Parties become expressly subject to the provisions of this Judgment and the jurisdiction of the Court. Storage Agreements shall expressly preclude operations which will cause a Material Injury on any Producer. If, pursuant to a Storage Agreement, a Party has provided for pre-delivery or post-delivery of Replacement Water for the Party's use, the Watermaster shall credit such water to the Party's Replacement Water Obligation at the Party's request. Any Stored Water that originated as State Water Project water imported by AVEK, Palmdale Water District or Littlerock Creek Irrigation District may be exported from the Basin for use in a portion of the service area of any city or public agency, including State Water Project Contractors, that are Parties to this action at the time of this Judgment and whose service area includes land outside the Basin. AVEK may export any of its Stored State Project Water to any area outside its jurisdictional boundaries and the Basin provided that all water demands within AVEK's jurisdictional boundaries are met. Any Stored Water that originated as other Imported Water may be exported from the Basin, subject to a requirement that the Watermaster make a technical determination of the percentage of the Stored Water that is unrecoverable and that such unrecoverable Stored Water is dedicated to the Basin.

15. CARRY OVER

15.1 In Lieu Production Right Carry Over. Any Producer identified in Paragraph 5.1.1, 5.1.5 and 5.1.6 can utilize In Lieu Production by purchasing Imported Water and foregoing Production of a corresponding amount of the annual Production of Native Safe Yield provided for in Paragraph 5 herein. In Lieu Production must result in a net reduction of annual Production from the Native Safe Yield in order to be entitled to the corresponding Carry Over benefits under this paragraph. In Lieu Production does not make additional water from the Native Safe Yield available to any other Producer. If a Producer foregoes pumping and uses Imported Water In Lieu of Production, the Producer may Carry Over its right to the unproduced portion of

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its Production Right for up to ten (10) Years. A Producer must Produce its full current Year's Production Right before any Carry Over water is Produced. Carry Over water will be Produced on a first-in, first-out basis. At the end of the Carry Over period, the Producer may enter into a Storage Agreement with the Watermaster to store unproduced portions, subject to terms and conditions in the Watermaster's discretion. Any such Storage Agreements shall expressly preclude operations, including the rate and amount of extraction, which will cause a Material Injury to another Producer or Party, any subarea or the Basin. If not converted to a Storage Agreement, Carry Over water not Produced by the end of the tenth Year reverts to the benefit of the Basin and the Producer no longer has a right to the Carry Over water. The Producer may transfer any Carry Over water or Carry Over water stored pursuant to a Storage Agreement.

15.2 Imported Water Return Flow Carry Over. If a Producer identified in Paragraph 5.1.1, 5.1.5 and 5.1.6 fails to Produce its full amount of Imported Water Return Flows in the Year following the Year in which the Imported Water was brought into the Basin, the Producer may Carry Over its right to the unproduced portion of its Imported Water Return Flows for up to ten (10) Years. A Producer must Produce its full Production Right before any Carry Over water, or any other water, is Produced. Carry Over water will be Produced on a first-in, first-out basis. At the end of the Carry Over period, the Producer may enter into a Storage Agreement with the Watermaster to store unproduced portions, subject to terms and conditions in the Watermaster's discretion. Any such Storage Agreements shall expressly preclude operations, including the rate and amount of extraction, which will cause a Material Injury to another Producer or Party, any subarea or the Basin. If not converted to a Storage Agreement, Carry Over water not Produced by the end of the tenth Year reverts to the benefit of the Basin and the Producer no longer has a right to the Carry Over water. The Producer may transfer any Carry Over water or Carry Over water stored pursuant to a Storage Agreement.

15.3 Production Right Carry Over. If a Producer identified in Paragraph 5.1.1, 5.1.5 and 5.1.6 fails to Produce its full Production Right in any Year, the Producer may Carry Over its right to the unproduced portion of its Production Right for up to ten (10) Years. A

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1 Producer must Produce its full Production Right before any Carry Over water, or any other water,
2 is Produced. Carry Over water will be Produced on a first-in, first-out basis. At the end of the
3 Carry Over period, the Producer may enter into a Storage Agreement with the Watermaster to
4 store unproduced portions, subject to terms and conditions in the Watermaster's discretion. Any
5 such Storage Agreements shall expressly preclude operations, including the rate and amount of
6 extraction, which will cause a Material Injury to another Producer or Party, any subarea or the
7 Basin. If not converted to a Storage Agreement, Carry Over water not Produced by the end of the
8 tenth Year reverts to the benefit of the Basin and the Producer no longer has a right to the Carry
9 Over water. The Producer may transfer any Carry Over water or Carry Over water stored
10 pursuant to a Storage Agreement.

11 **16. TRANSFERS.**

12 **16.1 When Transfers are Permitted.** Pursuant to terms and conditions to be
13 set forth in the Watermaster rules and regulations, and except as otherwise provided in this
14 Judgment, Parties may transfer all or any portion of their Production Right to another Party so
15 long as such transfer does not cause Material Injury. All transfers are subject to hydrologic
16 review by the Watermaster Engineer.

17 **16.2 Transfers to Non-Overlying Production Right Holders.** Overlying
18 Production Rights that are transferred to Non-Overlying Production Right holders shall remain on
19 Exhibit 4 and be subject to adjustment as provided in Paragraph 18.5.10, but may be used
20 anywhere in the transferee's service area.

21 **16.3 Limitation on Transfers of Water by Antelope Valley United Mutuals**
22 **Group.** After the date of this Judgment, any Overlying Production Rights pursuant to Paragraph
23 5.1.1, rights to Imported Water Return Flows pursuant to Paragraph 5.2, rights to Recycled Water
24 pursuant to Paragraph 5.3 and Carry Over water pursuant to Paragraph 15 (including any water
25 banked pursuant to a Storage Agreement with the Watermaster) that are at any time held by any
26 member of the Antelope Valley United Mutuals Group may only be transferred to or amongst
27 other members of the Antelope Valley United Mutuals Group, except as provided in Paragraph
28

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16.3.1. Transfers amongst members of the Antelope Valley United Mutuals Group shall be separately reported in the Annual Report of the Watermaster pursuant to Paragraphs 18.4.8 and 18.5.17. Transfers amongst members of the Antelope Valley United Mutuals Group shall not be deemed to constitute an abandonment of any member's non-transferred rights.

16.3.1 Nothing in Paragraph 16.3 shall prevent Antelope Valley United Mutuals Group members from transferring Overlying Production Rights to Public Water Suppliers who assume service of an Antelope Valley United Mutuals Group member's shareholders.

16.4 Notwithstanding section 16.1, the Production Right of Boron Community Services District shall not be transferable. If and when Boron Community Services District permanently ceases all Production of Groundwater from the Basin, its Production Right shall be allocated to the other holders of Non-Overlying Production Rights, except for West Valley County Water District, in proportion to those rights.

17. CHANGES IN POINT OF EXTRACTION AND NEW WELLS. Parties may change the point of extraction for any Production Right to another point of extraction so long as such change of the point of extraction does not cause Material Injury. A replacement well for an existing point of extraction which is located within 300 feet of a Party's existing well shall not be considered a change in point of extraction.

17.1 Notice of New Well. Any Party seeking to construct a new well in order to change the point of extraction for any Production Right to another point of extraction shall notify the Watermaster at least 90 days in advance of drilling any well of the location of the new point of extraction and the intended place of use of the water Produced.

17.2 Change in Point of Extraction by the United States. The point(s) of extraction for the Federal Reserved Water Right may be changed, at the sole discretion of the United States, and not subject to the preceding limitation on Material Injury, to any point or points within the boundaries of Edwards Air Force Base or Plant 42. The point(s) of extraction for the Federal Reserved Water Right may be changed to points outside the boundaries of

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1 Edwards Air Force Base or Plant 42, provided such change in the point of extraction does not
2 cause Material Injury. In exercising its discretion under this Paragraph 17.2, the United States
3 shall consider information in its possession regarding the effect of Production from the intended
4 new point of extraction on the Basin, and on other Producers. Any such change in point(s) of
5 extraction shall be at the expense of the United States. Nothing in this Paragraph is intended to
6 waive any monetary claim(s) another Party may have against the United States in federal court
7 based upon any change in point of extraction by the United States.

8 **18. WATERMASTER**

9 **18.1 Appointment of Initial Watermaster.**

10 **18.1.1** Appointment and Composition: The Court hereby appoints a
11 Watermaster. The Watermaster shall be a five (5) member board composed of one representative
12 each from AVEK and District No. 40, a second Public Water Supplier representative selected by
13 District No. 40, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation
14 District, California Water Service Company, Desert Lake Community Services District, North
15 Edwards Water District, City of Palmdale, City of Lancaster, Palm Ranch Irrigation District, and
16 Rosamond Community Services District, and two (2) landowner Parties, exclusive of public
17 agencies and members of the Non-Pumper and Small Pumper Classes, selected by majority vote
18 of the landowners identified on Exhibit 4 (or their successors in interest) based on their
19 proportionate share of the total Production Rights identified in Exhibit 4. The United States may
20 also appoint a non-voting Department of Defense (DoD) Liaison to the Watermaster committee to
21 represent DoD interests. Participation by the DoD Liaison shall be governed by Joint Ethics
22 Regulation 3-201. The opinions or actions of the DoD liaison in participating in or contributing
23 to Watermaster proceedings cannot bind DoD or any of its components.

24 **18.1.2** Voting Protocol for Watermaster Actions:

25 **18.1.2.1** The Watermaster shall make decisions by unanimous vote
26 for the purpose of selecting or dismissing the Watermaster Engineer.
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1 **18.1.2.2** The Watermaster shall determine by unanimous vote, after
2 consultation with the Watermaster Engineer, the types of decisions that shall require unanimous
3 vote and those that shall require only a simple majority vote.

4 **18.1.2.3** All decisions of the Watermaster, other than those
5 specifically designated as being subject to a simple majority vote, shall be by a unanimous vote.

6 **18.1.2.4** All board members must be present to make any decision
7 requiring a unanimous vote.

8 **18.1.3** In carrying out this appointment, the Watermaster shall segregate
9 and separately exercise in all respects the Watermaster powers delegated by the Court under this
10 Judgment. All funds received, held, and disbursed by the Watermaster shall be by way of
11 separate Watermaster accounts, subject to separate accounting and auditing. Meetings and
12 hearings held by the Watermaster shall be noticed and conducted separately.

13 **18.1.4** Pursuant to duly adopted Watermaster rules, Watermaster staff and
14 administrative functions may be accomplished by AVEK, subject to strict time and cost
15 accounting principles so that this Judgment does not subsidize, and is not subsidized by AVEK.

16 **18.2 Standard of Performance.** The Watermaster shall carry out its duties,
17 powers and responsibilities in an impartial manner without favor or prejudice to any Subarea,
18 Producer, Party, or Purpose of Use.

19 **18.3 Removal of Watermaster.** The Court retains and reserves full
20 jurisdiction, power, and authority to remove any Watermaster for good cause and substitute a new
21 Watermaster in its place, upon its own motion or upon motion of any Party in accordance with the
22 notice and hearing procedures set forth in Paragraph 20.6. The Court shall find good cause for
23 the removal of a Watermaster upon a showing that the Watermaster has: (1) failed to exercise its
24 powers or perform its duties; (2) performed its powers in a biased manner; or (3) otherwise failed
25 to act in the manner consistent with the provisions set forth in this Judgment or subsequent order
26 of the Court.

1 **18.4 Powers and Duties of the Watermaster.** Subject to the continuing
2 supervision and control of the Court, the Watermaster shall have and may exercise the following
3 express powers and duties, together with any specific powers and duties set forth elsewhere in
4 this Judgment or ordered by the Court:

5 **18.4.1 Selection of the Watermaster Engineer.** The Watermaster shall
6 select the Watermaster Engineer with the advice of the Advisory Committee described in
7 Paragraph 19.

8 **18.4.2 Adoption of Rules and Regulations.** The Court may adopt
9 appropriate rules and regulations prepared by the Watermaster Engineer and proposed by the
10 Watermaster for conduct pursuant to this Judgment. Before proposing rules and regulations, the
11 Watermaster shall hold a public hearing. Thirty (30) days prior to the date of the hearing, the
12 Watermaster shall send to all Parties notice of the hearing and a copy of the proposed rules and
13 regulations or amendments thereto. All Watermaster rules and regulations, and any amendments
14 to the Watermaster rules and regulations, shall be consistent with this Judgment and are subject to
15 approval by the Court, for cause shown, after consideration of the objections of any Party.

16 **18.4.3 Employment of Experts and Agents.** The Watermaster may
17 employ such administrative personnel, engineering, legal, accounting, or other specialty services,
18 and consulting assistants as appropriate in carrying out the terms of this Judgment.

19 **18.4.4 Notice List.** The Watermaster shall maintain a current list of
20 Parties to receive notice. The Parties have an affirmative obligation to provide the Watermaster
21 with their current contact information. For Small Pumper Class Members, the Watermaster shall
22 initially use the contact information contained in the list of Small Pumper Class members filed
23 with the Court by class counsel.

24 **18.4.5 Annual Administrative Budget.** The Watermaster shall prepare a
25 proposed administrative budget for each Year. The Watermaster shall hold a public hearing
26 regarding the proposed administrative budget and adopt an administrative budget. The
27 administrative budget shall set forth budgeted items and Administrative Assessments in sufficient
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1 detail to show the allocation of the expense among the Producers. Following the adoption of the
2 budget, the Watermaster may make expenditures within budgeted items in the exercise of powers
3 herein granted, as a matter of course.

4 **18.4.6 Investment of Funds.** The Watermaster may hold and invest any
5 funds in investments authorized from time to time for public agencies in the State of California.
6 All funds shall be held in separate accounts and not comingled with the Watermaster's personal
7 funds.

8 **18.4.7 Borrowing.** The Watermaster may borrow in anticipation of
9 receipt of proceeds from any assessments authorized in Paragraph 9 in an amount not to exceed
10 the annual amount of assessments.

11 **18.4.8 Transfers.** On an annual basis, the Watermaster shall prepare and
12 maintain a report or record of any transfer of Production Rights among Parties. Upon reasonable
13 request, the Watermaster shall make such report or record available for inspection by any Party.
14 A report or records of transfer of Production Rights under this Paragraph shall be considered a
15 ministerial act.

16 **18.4.9 New Production Applications.** The Watermaster shall consider
17 and determine whether to approve applications for New Production after consideration of the
18 recommendation of the Watermaster Engineer.

19 **18.4.10 Unauthorized Actions.** The Watermaster shall bring such action
20 or motion as is necessary to enjoin any conduct prohibited by this Judgment.

21 **18.4.11 Meetings and Records.** Watermaster shall provide notice of and
22 conduct all meetings and hearings in a manner consistent with the standards and timetables set
23 forth in the Ralph M. Brown Act, Government Code sections 54950, et seq. Watermaster shall
24 make its files and records available to any Person consistent with the standards and timetables set
25 forth in the Public Records Act, Government Code sections 6200, et seq.

26 **18.4.12 Assessment Procedure.** Each Party hereto is ordered to pay the
27 assessments authorized in Paragraph 9 of this Judgment, which shall be levied and collected in
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1 accordance with the procedures and schedules determined by the Watermaster. Any assessment
2 which becomes delinquent, as defined by rules and regulations promulgated by the Watermaster
3 shall bear interest at the then current real property tax delinquency rate for the county in which
4 the property of the delinquent Party is located. The United States shall not be subject to payment
5 of interest absent congressional waiver of immunity for the imposition of such interest. This
6 interest rate shall apply to any said delinquent assessment from the due date thereof until paid.
7 The delinquent assessment, together with interest thereon, costs of suit, attorneys fees and
8 reasonable costs of collection, may be collected pursuant to (1) motion by the Watermaster giving
9 notice to the delinquent Party only; (2) Order to Show Cause proceeding, or (3) such other lawful
10 proceeding as may be instituted by the Watermaster or the Court. The United States shall not be
11 subject to costs and fees absent congressional waiver of immunity for such costs and fees. The
12 delinquent assessment shall constitute a lien on the property of the Party as of the same time and
13 in the same manner as does the tax lien securing county property taxes. The property of the
14 United States shall not be subject to any lien. The Watermaster shall annually certify a list of all
15 such unpaid delinquent assessments. The Watermaster shall include the names of those Parties
16 and the amounts of the liens in its list to the County Assessor's Office in the same manner and at
17 the same time as it does its Administrative Assessments. Watermaster shall account for receipt of
18 all collections of assessments collected pursuant to this Judgment, and shall pay such amounts
19 collected pursuant to this Judgment to the Watermaster. The Watermaster shall also have the
20 ability to seek to enjoin Production of those Parties, other than the United States, who do not pay
21 assessments pursuant to this Judgment.

22 **18.5** **Watermaster Engineer.** The Watermaster Engineer shall have the
23 following duties:

24 **18.5.1** **Monitoring of Safe Yield.** The Watermaster Engineer shall
25 monitor all the Safe Yield components and include them in the annual report for Court approval.
26 The annual report shall include all relevant data for the Basin.
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1 **18.5.2 Reduction in Groundwater Production.** The Watermaster
2 Engineer shall ensure that reductions of Groundwater Production to the Native Safe Yield
3 (Rampdown) take place pursuant to the terms of this Judgment and any orders by the Court.

4 **18.5.3 Determination of Replacement Obligations.** The Watermaster
5 Engineer shall determine Replacement Obligations for each Producer, pursuant to the terms of
6 this Judgment.

7 **18.5.4 Balance Obligations.** The Watermaster Engineer shall determine
8 Balance Assessment obligations for each Producer pursuant to the terms of this Judgment. In
9 addition, the Watermaster Engineer shall determine the amount of water derived from the Balance
10 Assessment that shall be allocated to any Producer to enable that Producer to fully exercise its
11 Production Right.

12 **18.5.5 Measuring Devices, Etc.** The Watermaster Engineer shall
13 propose, and the Watermaster shall adopt and maintain, rules and regulations regarding
14 determination of Production amounts and installation of individual water meters. The rules and
15 regulations shall set forth approved devices or methods to measure or estimate Production.
16 Producers who meter Production on the date of entry of this Judgment shall continue to meter
17 Production. The Watermaster rules and regulations shall require Producers who do not meter
18 Production on the effective date of entry of this Judgment, except the Small Pumper Class, to
19 install water meters within two Years.

20 **18.5.6 Hydrologic Data Collection.** The Watermaster Engineer shall (1)
21 operate, and maintain such wells, measuring devices, and/or meters necessary to monitor stream
22 flow, precipitation, Groundwater levels, and Basin Subareas, and (2) to obtain such other data as
23 may be necessary to carry out this Judgment.

24 **18.5.7 Purchases of and Recharge with Replacement Water.** To the
25 extent Imported Water is available, the Watermaster Engineer shall use Replacement Water
26 Assessment proceeds to purchase Replacement Water, and deliver such water to the area deemed
27 most appropriate as soon as practicable. The Watermaster Engineer may pre-purchase
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1 Replacement Water and apply subsequent assessments towards the costs of such pre-purchases.
2 The Watermaster Engineer shall reasonably and equitably actively manage the Basin to protect
3 and enhance the health of the Basin.

4 **18.5.8 Water Quality.** The Watermaster Engineer shall take all
5 reasonable steps to assist and encourage appropriate regulatory agencies to enforce reasonable
6 water quality regulations affecting the Basin, including regulation of solid and liquid waste
7 disposal, and establishing Memorandums of Understanding with Kern and Los Angeles Counties
8 regarding well drilling ordinances and reporting.

9 **18.5.9 Native Safe Yield.** Ten (10) Years following the end of the seven
10 Year Rampdown period, in the seventeenth (17th) Year, or any time thereafter, the Watermaster
11 Engineer may recommend to the Court an increase or reduction of the Native Safe Yield. The
12 Watermaster Engineer shall initiate no recommendation to change Native Safe Yield prior to the
13 end of the seventeenth (17th) Year. In the event the Watermaster Engineer recommends in its
14 report to the Court that the Native Safe Yield be revised based on the best available science, the
15 Court shall conduct a hearing regarding the recommendations and may order a change in Native
16 Safe Yield. Watermaster shall give notice of the hearing pursuant to Paragraph 20.3.2. The most
17 recent Native Safe Yield shall remain in effect until revised by Court order according to this
18 paragraph. If the Court approves a reduction in the Native Safe Yield, it shall impose a Pro-Rata
19 Reduction as set forth herein, such reduction to be implemented over a seven (7) Year period. If
20 the Court approves an increase in the Native Safe Yield, it shall impose a Pro-Rata Increase as set
21 forth herein, such increase to be implemented immediately. Only the Court can change the
22 Native Safe Yield.

23 **18.5.10 Change in Production Rights in Response to Change in Native**
24 **Safe Yield.** In the event the Court changes the Native Safe Yield pursuant to Paragraph 18.5.9,
25 the increase or decrease will be allocated among the Producers in the agreed percentages listed in
26 Exhibits 3 and 4, except that the Federal Reserved Water Right of the United States is not subject
27 to any increase or decrease.

18.5.11 Review of Calculation of Imported Water Return Flow

Percentages. Ten (10) Years following the end of the Rampdown, in the seventeenth (17th) Year, or any time thereafter, the Watermaster Engineer may recommend to the Court an increase or decrease of Imported Water Return Flow percentages. The Watermaster Engineer shall initiate no recommendation to change Imported Water Return Flow percentages prior to end of the seventeenth (17th) Year. In the event the Watermaster Engineer recommends in its report to the Court that Imported Water Return Flow percentages for the Basin may need to be revised based on the best available science, the Court shall conduct a hearing regarding the recommendations and may order a change in Imported Water Return Flow percentages. Watermaster shall give notice of the hearing pursuant to Paragraph 20.6. The Imported Water Return Flow percentages set forth in Paragraph 5.2 shall remain in effect unless revised by Court order according to this Paragraph. If the Court approves a reduction in the Imported Water Return Flow percentages, such reduction shall be implemented over a seven (7) Year period. Only the Court can change the Imported Water Return Flow percentages.

18.5.12 Production Reports. The Watermaster Engineer shall require each Producer, other than unmetered Small Pumper Class Members, to file an annual Production report with the Watermaster. Producers shall prepare the Production reports in a form prescribed by the rules and regulations. The Production reports shall state the total Production for the reporting Party, including Production per well, rounded off to the nearest tenth of an acre foot for each reporting period. The Production reports shall include such additional information and supporting documentation as the rules and regulations may reasonably require.

18.5.13 New Production Application Procedure. The Watermaster Engineer shall determine whether a Party or Person seeking to commence New Production has established the reasonableness of the New Production in the context of all other uses of Groundwater in the Basin at the time of the application, including whether all of the Native Safe Yield is then currently being used reasonably and beneficially. Considering common law water rights and priorities, the mandate of certainty in Article X, section 2, and all other relevant

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factors, the Watermaster Engineer has authority to recommend that the application for New Production be denied, or approved on condition of payment of a Replacement Water Assessment. The Watermaster Engineer shall consider, investigate and recommend to the Watermaster whether an application to commence New Production of Groundwater may be approved as follows:

18.5.13.1 All Parties or Person(s) seeking approval from the Watermaster to commence New Production of Groundwater shall submit a written application to the Watermaster Engineer which shall include the following:

18.5.13.1.1 Payment of an application fee sufficient to recover all costs of application review, field investigation, reporting, and hearing, and other associated costs, incurred by the Watermaster and Watermaster Engineer in processing the application for New Production;

18.5.13.1.2 Written summary describing the proposed quantity, sources of supply, season of use, Purpose of Use, place of use, manner of delivery, and other pertinent information regarding the New Production;

18.5.13.1.3 Maps identifying the location of the proposed New Production, including Basin Subarea;

18.5.13.1.4 Copy of any water well permits, specifications and well-log reports, pump specifications and testing results, and water meter specifications associated with the New Production;

18.5.13.1.5 Written confirmation that the applicant has obtained all applicable Federal, State, County, and local land use entitlements and other permits necessary to commence the New Production;

18.5.13.1.6 Written confirmation that the applicant has complied with all applicable Federal, State, County, and local laws, rules and regulations, including but not limited to, the California Environmental Quality Act (Public Resources Code §§ 21000, et. seq.);

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18.5.13.1.7 Preparation of a water conservation plan, approved and stamped by a California licensed and registered professional civil engineer, demonstrating that the New Production will be designed, constructed and implemented consistent with California best water management practices.

18.5.13.1.8 Preparation of an analysis of the economic impact of the New Production on the Basin and other Producers in the Subarea of the Basin;

18.5.13.1.9 Preparation of an analysis of the physical impact of the New Production on the Basin and other Producers in the Subarea of the Basin;

18.5.13.1.10 A written statement, signed by a California licensed and registered professional civil engineer, determining that the New Production will not cause Material Injury;

18.5.13.1.11 Written confirmation that the applicant agrees to pay the applicable Replacement Water Assessment for any New Production.

18.5.13.1.12 Other pertinent information which the Watermaster Engineer may require.

18.5.13.2 Finding of No Material Injury. The Watermaster Engineer shall not make recommendation for approval of an application to commence New Production of Groundwater unless the Watermaster Engineer finds, after considering all the facts and circumstances including any requirement that the applicant pay a Replacement Water Assessment required by this Judgment or determined by the Watermaster Engineer to be required under the circumstances, that such New Production will not cause Material Injury. If the New Production is limited to domestic use for one single-family household, the Watermaster Engineer has the authority to determine the New Production to be *de minimis* and waive payment of a Replacement Water Assessment; *provided*, the right to Produce such *de minimis* Groundwater is not transferable, and shall not alter the Production Rights decreed in this Judgment.

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1 **18.5.13.3 New Production.** No Party or Person shall commence New
2 Production of Groundwater from the Basin absent recommendation by the Watermaster Engineer
3 and approval by the Watermaster.

4 **18.5.13.4 Court Review.** Court review of a Watermaster decision on
5 a New Production application shall be pursuant to Paragraph 20.3.

6 **18.5.14 Storage Agreements.** The Watermaster shall adopt uniformly
7 applicable rules for Storage Agreements. The Watermaster Engineer shall calculate additions,
8 extractions and losses of water stored under Storage Agreements and maintain an Annual account
9 of all such water. Accounting done by the Watermaster Engineer under this Paragraph shall be
10 considered ministerial.

11 **18.5.15 Diversion of Storm Flow.** No Party may undertake or cause the
12 construction of any project within the Watershed of the Basin that will reduce the amount of
13 storm flows that would otherwise enter the Basin and contribute to the Native Safe Yield, without
14 prior notification to the Watermaster Engineer. The Watermaster Engineer may seek an
15 injunction or to otherwise impose restrictions or limitations on such project in order to prevent
16 reduction to Native Safe Yield. The Party sought to be enjoined or otherwise restricted or limited
17 is entitled to notice and an opportunity for the Party to respond prior to the imposition of any
18 restriction or limitation. Any Person may take emergency action as may be necessary to protect
19 the physical safety of its residents and personnel and its structures from flooding. Any such
20 action shall be done in a manner that will minimize any reduction in the quantity of Storm Flows.

21 **18.5.16 Data, Estimates and Procedures.** The Watermaster Engineer
22 shall rely on and use the best available science, records and data to support the implementation of
23 this Judgment. Where actual records of data are not available, the Watermaster Engineer shall
24 rely on and use sound scientific and engineering estimates. The Watermaster Engineer may use
25 preliminary records of measurements, and, if revisions are subsequently made, may reflect such
26 revisions in subsequent accounting.

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1 **18.5.17 Filing of Annual Report.** The Watermaster Engineer shall prepare
2 an Annual Report for filing with the Court not later than April 1 of each Year, beginning April 1
3 following the first full Year after entry of this Judgment. Prior to filing the Annual Report with
4 the Court, Watermaster shall notify all Parties that a draft of the Annual Report is available for
5 review by the Parties. Watermaster shall provide notice to all Parties of a public hearing to
6 receive comments and recommendations for changes in the Annual Report. The public hearing
7 shall be conducted pursuant to rules and regulations promulgated by the Watermaster. The notice
8 of public hearing may include such summary of the draft Annual Report as Watermaster may
9 deem appropriate. Watermaster shall distribute the Annual Report to any Parties requesting
10 copies.

11 **18.5.18 Annual Report to Court.** The Annual Report shall include an
12 Annual fiscal report of the preceding Year's operation; details regarding the operation of each of
13 the Subareas; an audit of all Assessments and expenditures; and a review of Watermaster
14 activities. The Annual Report shall include a compilation of at least the following:

- 15 **18.5.18.1 Replacement Obligations;**
- 16 **18.5.18.2 Hydrologic Data Collection;**
- 17 **18.5.18.3 Purchase and Recharge of Imported Water;**
- 18 **18.5.18.4 Notice List;**
- 19 **18.5.18.5 New Production Applications**
- 20 **18.5.18.6 Rules and Regulations;**
- 21 **18.5.18.7 Measuring Devices, etc;**
- 22 **18.5.18.8 Storage Agreements;**
- 23 **18.5.18.9 Annual Administrative Budget;**
- 24 **18.5.18.10 Transfers;**
- 25 **18.5.18.11 Production Reports;**
- 26 **18.5.18.12 Prior Year Report;**
- 27 **18.5.18.13 Amount of Stored Water owned by each Party;**

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1 **18.5.18.14** Amount of Stored Imported Water owned by each Party;

2 **18.5.18.15** Amount of unused Imported Water Return Flows owned by
3 each Party;

4 **18.5.18.16** Amount of Carry Over Water owned by each Party;

5 **18.5.18.17** All changes in use.

6 **18.6** **Recommendations of the Watermaster Engineer.** Unless otherwise
7 determined pursuant to Paragraph 18.1.2.2, all recommendations of the Watermaster Engineer
8 must be approved by unanimous vote of all members of the Watermaster. If there is not
9 unanimous vote among Watermaster members, Watermaster Engineer recommendations must be
10 presented to the Court for action and implementation.

11 **18.7** **Interim Approvals by the Court.** Until the Court approves rules and
12 regulations proposed by the Watermaster, the Court, upon noticed motion, may take or approve
13 any actions that the Watermaster or the Watermaster Engineer otherwise would be authorized to
14 take or approve under this Judgment.

15 **19.** **ADVISORY COMMITTEE**

16 **19.1** **Authorization.** The Producers are authorized and directed to cause a
17 committee of Producer representatives to be organized and to act as an Advisory Committee.

18 **19.2** **Compensation.** The Advisory Committee members shall serve without
19 compensation.

20 **19.3** **Powers and Functions.** The Advisory Committee shall act in an advisory
21 capacity only and shall have the duty to study, review, and make recommendations on all
22 discretionary determinations by Watermaster. Parties shall only provide input to the Watermaster
23 through the Advisory Committee.

24 **19.4** **Advisory Committee Meetings.** The Advisory Committee shall 1) meet
25 on a regular basis; 2) review Watermaster's activities pursuant to this Judgment on at least a
26 semi-annual basis; and 3) receive and make advisory recommendations to Watermaster.

27 Advisory Committee Meetings shall be open to all members of the public. Edwards Air Force
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Base and the State of California shall be ex officio members of the committee. The United States may also appoint a DoD Liaison to the Watermaster pursuant to Joint Ethics Regulation 3-201.

19.5 Subarea Advisory Management Committees. Subarea Advisory Management Committees will meet on a regular basis and at least semi-annually with the Watermaster Engineer to review Watermaster activities pursuant to this Judgment and to submit advisory recommendations.

19.5.1 Authorization. The Producers in each of the five Management Subareas are hereby authorized and directed to cause committees of Producer representatives to be organized and to act as Subarea Management Advisory Committees.

19.5.2 Composition and Election. Each Management Subarea Management Advisory Committee shall consist of five (5) Persons who shall be called Management Advisors. In the election of Management Advisors, every Party shall be entitled to one vote for every acre-foot of Production Right for that Party in that particular subarea. Parties may cumulate their votes and give one candidate a number of votes equal to the number of advisors to be elected, multiplied by the number of votes to which the Party is normally entitled, or distribute the Party's votes on the same principle among as many candidates as the Party thinks fit. In any election of advisors, the candidates receiving the highest number of affirmative votes of the Parties are elected. Elections shall be held upon entry of this Judgment and thereafter every third Year. In the event a vacancy arises, a temporary advisor shall be appointed by unanimous decision of the other four advisors to continue in office until the next scheduled election. Rules and regulations regarding organization, meetings and other activities shall be at the discretion of the individual Subarea Advisory Committees, except that all meetings of the committees shall be open to the public.

19.5.3 Compensation. The Subarea Management Advisory Committee shall serve without compensation.

19.5.4 Powers and Functions. The Subarea Management Advisory Committee for each subarea shall act in an advisory capacity only and shall have the duty to

study, review and make recommendations on all discretionary determinations made or to be made hereunder by Watermaster Engineer which may affect that subarea.

20. MISCELLANEOUS PROVISIONS.

20.1 Water Quality. Nothing in this Judgment shall be interpreted as relieving any Party of its responsibilities to comply with State or Federal laws for the protection of water quality or the provisions of any permits, standards, requirements, or orders promulgated thereunder.

20.2 Actions Not Subject to CEQA Regulation. Nothing in this Judgment or the Physical Solution, or in the implementation thereof, or the decisions of the Watermaster acting under the authority of this Judgment shall be deemed a "project" subject to the California Environmental Quality Act (CEQA). See e.g., *California American Water v. City of Seaside* (2010) 183 Cal.App.4th 471, and *Hillside Memorial Park & Mortuary v. Golden State Water Co.* (2011) 205 Cal.App.4th 534. Neither the Watermaster, the Watermaster Engineer, the Advisory Committee, any Subarea Management Committee, nor any other Board or committee formed pursuant to the Physical Solution and under the authority of this Judgment shall be deemed a "public agency" subject to CEQA. (See Public Resources Code section 21063.)

20.3 Court Review of Watermaster Actions. Any action, decision, rule, regulation, or procedure of Watermaster or the Watermaster Engineer pursuant to this Judgment shall be subject to review by the Court on its own motion or on timely motion by any Party as follows:

20.3.1 Effective Date of Watermaster Action. Any order, decision or action of Watermaster or Watermaster Engineer pursuant to this Judgment on noticed specific agenda items shall be deemed to have occurred on the date of the order, decision or action.

20.3.2 Notice of Motion. Any Party may move the Court for review of an action or decision pursuant to this Judgment by way of a noticed motion. The motion shall be served pursuant to Paragraph 20.7 of this Judgment. The moving Party shall ensure that the Watermaster is served with the motion under that Paragraph 20.7 or, if electronic service of the

STIPULATION EXHIBIT 1

Watermaster is not possible, by overnight mail with prepaid next-day delivery. Unless ordered by the Court, any such petition shall not operate to stay the effect of any action or decision which is challenged.

20.3.3 Time for Motion. A Party shall file a motion to review any action or decision within ninety (90) days after such action or decision, except that motions to review assessments hereunder shall be filed within thirty (30) days of Watermaster mailing notice of the assessment.

20.3.4 De Novo Nature of Proceeding. Upon filing of a motion to review a decision or action, the Watermaster shall notify the Parties of a date for a hearing at which time the Court shall take evidence and hear argument. The Court's review shall be *de novo* and the Watermaster's decision or action shall have no evidentiary weight in such proceeding.

20.3.5 Decision. The decision of the Court in such proceeding shall be an appealable supplemental order in this case. When the Court's decision is final, it shall be binding upon Watermaster and the Parties.

20.4 Multiple Production Rights. A Party simultaneously may be a member of the Small Pumper Class and hold an Overlying Production Right by virtue of owning land other than the parcel(s) meeting the Small Pumper Class definition. The Small Pumper Class definition shall be construed in accordance with Paragraph 3.5.44 and 3.5.45.

20.5 Payment of Assessments. Payment of assessments levied by Watermaster hereunder shall be made pursuant to the time schedule developed by the Watermaster, notwithstanding any motion for review of Watermaster actions, decisions, rules or procedures, including review of assessments implemented by the Watermaster.

20.6 Designation of Address for Notice and Service. Each Party shall designate a name and address to be used for purposes of all subsequent notices and service herein, either by its endorsement on this Judgment or by a separate designation to be filed within thirty (30) days after judgment has been entered. A Party may change its designation by filing a written notice of such change with Watermaster. A Party that desires to be relieved of receiving notices

STIPULATION EXHIBIT 1

1 of Watermaster activity may file a waiver of notice in a form to be provided by Watermaster. At
2 all times, Watermaster shall maintain a current list of Parties to whom notices are to be sent and
3 their addresses for purpose of service. Watermaster shall also maintain a full current list of said
4 names and addresses of all Parties or their successors, as filed herein. Watermaster shall make
5 copies of such lists available to any requesting Person. If no designation is made, a Party's
6 designee shall be deemed to be, in order of priority: (1) the Party's attorney of record; (2) if the
7 Party does not have an attorney of record, the Party itself at the address on the Watermaster list;
8 (3) for Small Pumper Class Members, after this Judgment is final, the individual Small Pumper
9 Class Members at the service address maintained by the Watermaster.

10 **20.7** **Service of Documents**. Unless otherwise ordered by the Court, delivery to
11 or service to any Party by the Court or any Party of any document required to be served upon or
12 delivered to a Party pursuant to this Judgment shall be deemed made if made by e-filing on the
13 Court's website at www.scefiling.org. All Parties agree to waive service by mail if they receive
14 notifications via electronic filing at the above identified website.

15 **20.8** **No Abandonment of Rights**. In the interest of the Basin and its water
16 supply, and the principle of reasonable and beneficial use, no Party shall be encouraged to
17 Produce and use more water in any Year than is reasonably required. Failure to Produce all of the
18 Groundwater to which a Party is entitled shall not, in and of itself, be deemed or constitute an
19 abandonment of such Party's right, in whole or in part, except as specified in Paragraph 15.

20 **20.9** **Intervention After Judgment**. Any Person who is not a Party or
21 successor to a Party and who proposes to Produce Groundwater from the Basin, to store water in
22 the Basin, to acquire a Production Right or to otherwise take actions that may affect the Basin's
23 Groundwater is required to seek to become a Party subject to this Judgment through a noticed
24 motion to intervene in this Judgment prior to commencing Production. Prior to filing such a
25 motion, a proposed intervenor shall consult with the Watermaster Engineer and seek the
26 Watermaster's stipulation to the proposed intervention. A proposed intervenor's failure to consult
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STIPULATION EXHIBIT 1

with the Watermaster Engineer may be grounds for denying the intervention motion. Thereafter, if approved by the Court, such intervenor shall be a Party bound by this Judgment.

20.10 Judgment Binding on Successors, etc. Subject to specific provisions hereinbefore contained, this Judgment applies to and is binding upon, and inures to the benefit of the Parties to this Action and all their respective heirs, successors-in-interest and assigns.

20.11 Costs. Except subject to any existing court orders, each Party shall bear its own costs and attorneys fees arising from the Action.

20.12 Headings; Paragraph References. Captions and headings appearing in this Judgment are inserted solely as reference aids for ease and convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

20.13 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation of the Parties.

20.14 Severability. Except as specifically provided herein, the provisions of this Judgment are not severable.

20.15 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Judgment.

20.16 Exhibits and Other Writings. Any and all exhibits, documents, instruments, certificates or other writings attached hereto or required or provided for by this Judgment, if any, shall be part of this Judgment and shall be considered set forth in full at each reference thereto in this Judgment.

Dated:

JUDGE OF THE SUPERIOR COURT

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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF LOS ANGELES
9

10 ANTELOPE VALLEY
11 GROUNDWATER CASES

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4408

12 This Pleading Relates to Included Action:
13 REBECCA LEE WILLIS, on behalf of
herself and all others similarly situated,

CASE NO. BC 364553

14 Plaintiff,

15 vs.

**~~PROPOSED~~ AMENDED FINAL
JUDGMENT APPROVING WILLIS
CLASS ACTION SETTLEMENT**

16 LOS ANGELES COUNTY WATERWORKS
17 DISTRICT NO. 40; CITY OF LANCASTER;
18 CITY OF PALMDALE; PALMDALE
19 WATER DISTRICT; LITTLEROCK CREEK
IRRIGATION DISTRICT; PALM RANCH
20 IRRIGATION DISTRICT; QUARTZ HILL
21 WATER DISTRICT; ANTELOPE VALLEY
WATER CO.; ROSAMOND COMMUNITY
SERVICE DISTRICT; PHELAN PINON
HILL COMMUNITY SERVICE DISTRICT;
and DOES 1 through 1,000;

Date:
Time:
Dept:
Judge: Hon. Jack Komar
Coordination Trial Judge

22 Defendants.
23

24 This matter has come before the Court on the Motion of Plaintiff Rebecca Lee Willis
25 (Willis) for Final Approval of the Proposed Class Action Settlement between and among
26 Rebecca Lee Willis and the Willis Class, on the one hand; and Los Angeles County Waterworks
27 District No. 40, City of Palmdale Water District, Littlerock Creek Irrigation District, Palm
28 Ranch Irrigation District, Quartz Hill Water District, California Water Service Company,

1 Rosamond Community Service District, Phelan Pinon Hills Community Services District,
2 Desert Lake Community Services District, and North Edwards Water District (collectively, the
3 "Settling Defendants"), on the other hand.

4 By Order dated November 18, 2010, this Court granted Plaintiff's Motion for
5 Preliminary Approval of the Proposed Settlement of this action and directed the sending of
6 Notice to the Willis Class. After considering all arguments and submissions for and against
7 final approval of the proposed settlement, and being fully advised of the premises, **IT IS**
8 **HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS, PURSUANT TO**
9 **SECTIONS 382 AND 664.6 OF THE CODE OF CIVIL PROCEDURE.**

10 1. For over 10 years, a number of actions have been pending in the Los Angeles
11 County Superior Court and other California courts seeking an adjudication of the various
12 parties' respective rights to the groundwater underlying the Antelope Valley Groundwater Basin
13 (the "Basin").

14 2. A number of cases raising such issues were coordinated by a July 11, 2005 order
15 of Judicial Council and assigned to the Honorable Jack Komar of the Superior Court for the
16 County of Santa Clara (the "Court").

17 3. The Court held an initial phase of the trial on October 3006 with respect to the
18 boundaries of the Basin and issued an Order on November 3, 2006 defining the Basin for
19 purposes of the litigation.

20 4. The Willis Class Action was filed on or about January 11, 2007 to contest certain
21 public entities' claims that those entities had obtained prescriptive rights to a portion of the
22 Basin's groundwater. The Willis case was subsequently coordinated with the Coordinated
23 Cases.

24 5. By Order dated September 11, 2007, the Court certified the Willis Class. As
25 amended by Orders dated May 22, 2008 and September 2, 2008, the Willis Class is defined as
26 follows:
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1 "All private (i.e., non-governmental) persons and entities that own real property
2 within the Basin, as adjudicated, that are not presently pumping water on their
3 property and have not done so at any prior time ("the Class"). The Class
includes the successors-in-interest by way of purchase, gift, inheritance, or
otherwise of such landowners.

4 The Class excludes the defendants herein, any person, firm, trust,
5 corporation, or other entity with which any defendant has a controlling interest or
6 which is related to or affiliated with any of the defendants, and the
7 representatives, heirs, affiliates, successors-in-interest or assigns of any such
8 excluded party. The Class also excludes all persons to the extent their properties
9 are connected and receive service from a municipal water system, public utility,
or mutual water company. The Class shall [further] exclude Kern County
Assessor's' office, unless the owners of such properties declare under penalty of
perjury that they do not pump and have never pumped water on those
properties."

10 6. Notice of the Pendency of this action was sent to the Willis Class in or about
11 January 1, 2009 and the opt-out period (as extended) expired on August 30, 2009. Certain
12 persons who opted out were subsequently permitted to rejoin the Class.

13 7. The persons listed on Exhibit 1 hereto validly excluded themselves from the
14 Class in accordance with this Court's prior Orders (and have not re-joined the Class) and are not
15 bound by the Settlement or this Judgment.

16 8. Counsel for the Willis Class engaged in settlement discussions with Defendants'
17 counsel during mid 2009. On September 2, 2009, counsel participated in mediation session
18 before the Honorable Ronald Robie. That mediation resulted in an agreement in principle
19 among counsel for the Settling Parties to settle the litigation between and among their respective
20 clients, subject to appropriate approvals.

21 9. By Order dated October 28, 2009, the Court stated its intent to consolidate the
22 various Actions that were coordinated as part of JCCP No. 4408, including the Willis action.
23 On February 19, 2010, the Court entered an Order Transferring and Consolidating [the
24 Coordinated] Actions for All Purposes. As provided in the Consolidation Order, this Final
25 Judgment shall not be construed to prejudice the rights of any of the Non-Settling Parties in the
26 Consolidated Actions nor shall it prejudice the claims and defenses that the Settling Parties may
27 assert with respect to such Non-Settling Parties.

28 10. By Order dated November 18, 2010, this Court granted preliminary approval to

1 the proposed settlement of this action and directed that Notice of the Proposed Settlement be
2 sent to the Class.

3 11. Notice of the Proposed Settlement has been sent to the Willis Class by first class
4 mail in accordance with the Court's Preliminary Approval Order. Such Notice fully and
5 accurately informed the Class of all material terms of the proposed settlement and the
6 opportunity to object to or comment on the Settlement. The Notice was given in an adequate
7 and sufficient manner, constituted the best notice practicable under the circumstances, and
8 satisfied due process.

9 12. The Settling Parties and each class member have irrevocably submitted to the
10 jurisdiction of this Court for any suit, action, proceeding or dispute arising out of the Settlement
11 Agreement.

12 13. It is in the best interest of the parties and the Class Members and consistent with
13 principles of judicial economy that any dispute between any class member (including any
14 dispute as to whether any person is a class member) and any Settling Defendant which is in any
15 way related to the applicability or scope of the Settlement Agreement or the Final Judgment
16 should be presented to this Court for resolution.

17 14. The Stipulation of Settlement submitted by the Settling Parties is hereby finally
18 approved as fair, reasonable, and in the best interests of the Class, and the parties are directed to
19 consummate the Settlement in accordance with its terms.

20 15. The Complaint in the Willis Action shall be deemed dismissed with prejudice as
21 soon as the Final Judgment becomes effective under the terms of the Settlement Stipulation.

22 16. For purposes of this Final Judgment, "Released Parties" means Plaintiff Rebecca
23 Lee Willis and the Willis Class, as well as Defendants Los Angeles County Waterworks District
24 No. 40; The City of Palmdale; Palmdale Water District; Littlerock Creek Irrigation District;
25 Palm Ranch Irrigation District; Quartz Hill Water District; California Water Service Company;
26 Rosamond Community Services District; Phelan Pinon Hills Community Services District;
27 Desert Lake Community Services District; and North Edwards Water District.

28 17. The Court hereby orders that the Released Parties are released and forever

1 discharged from the Released Claims as more specifically provided in the Stipulation of
2 Settlement.

3 18. The Class members and their heirs, executors, administrators, successors, and
4 assigns are hereby permanently barred and enjoined from instituting, commencing, prosecuting,
5 or continuing to prosecute, either directly or indirectly, any Released Claim against any of the
6 Released Parties in any form, other than claims to enforce the terms of the Settlement. Each
7 Class member may hereafter discover facts other than or different from those which he or she
8 knows or believes to be true with respect to the Released Claims. Nevertheless, each member of
9 the Class (except those who timely opted out) waive and fully, finally and forever settle and
10 release, upon the Settlement Agreement becoming final, any known or unknown, suspected or
11 unsuspected, contingent or noncontingent Released Claim, whether or not concealed or hidden,
12 without regard to the subsequent discovery or existence of such different or additional facts.


13 19. The Settling Defendants and their heirs, executors, administrators, successors,
14 and assigns are hereby permanently barred and enjoined from instituting, commencing,
15 prosecuting, or continuing to prosecute, either directly or indirectly, any Released Claim against
16 any of the Class Members in any forum, other than claims to enforce the terms of the
17 Settlement. Each Settling Defendant may hereafter discover facts other than or different from
18 those which he or she knows or believes to be true with respect to the Released Claims.
19 Nevertheless, each Settling Defendant waives and fully, finally and forever settles and releases,
20 upon the Settlement Agreement becoming final, any known or unknown, suspected or
21 unsuspected, contingent or noncontingent Released Claim, whether or not concealed or hidden,
22 without regard to the subsequent discovery or existence of such different or additional facts.

23 20. Without affecting the finality of this Judgment, the Court hereby reserves and
24 retains jurisdiction over this Settlement, including the administration and consummation of the
25 Settlement, as well as any action or proceeding brought to enforce the Settlement. In addition,
26 without affecting the finality of this Judgment, the Court retains jurisdiction over the Parties for
27 purposes of incorporating and merging this Judgment into a physical solution or other Judgment
28 that may ultimately be entered in the Consolidated Actions. The Settling Parties are hereby

1 deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit,
2 action, proceeding or dispute arising out of or relating to this Judgment or the Settlement.

3 21. The Court after considering the pleadings on file herein, and the arguments of
4 counsel, awards the Willis Class attorneys fees in the amount of \$1,839,494, an incentive award
5 for Ms. Rebecca Willis in the amount of \$10,000, costs in the amount of \$65,057.68, and
6 supplemental attorneys fees in the amount of \$160,622.50. Judgment in the amount of
7 \$2,075,174.18 is hereby entered for the Willis Class against Los Angeles County Waterworks
8 District No. 40, City of Palmdale, Palmdale Water District, Littlerock Creek Irrigation District,
9 Palm Ranch Irrigation District, Quartz Hill Water District, California Water Service Company,
10 Rosamond Community Service District, Phelan Pinon Hills Community Services District,
11 Desert Lake Community Services District, and North Edwards Water District.

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14 Dated: 9-22-2011



Judge of the Superior Court
Honorable Jack Komar

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12 (ADDITIONAL COUNSEL ARE LISTED ON SIGNATURE PAGES)

13 Superior Court of the State of California

14 County of Los Angeles

15 ANTELOPE VALLEY GROUNDWATER
16 CASES

17 This Pleading Relates to Included Action:
18 REBECCA LEE WILLIS, on behalf of herself
19 and all others similarly situated,

19 Plaintiff,

20 v.

21 LOS ANGELES COUNTY WATERWORKS
22 DISTRICT NO. 40; CITY OF LANCASTER;
23 CITY OF LOS ANGELES; CITY OF
24 PALMDALE; PALMDALE WATER
25 DISTRICT; LITTLEROCK CREEK
26 IRRIGATION DISTRICT; PALM RANCH
27 IRRIGATION DISTRICT; PALM RANCH
28 IRRIGATION DISTRICT; QUARTZ HILL
WATER DISTRICT; ANTELOPE VALLEY
WATER CO.; ROSAMOND COMMUNITY
SERVICES DISTRICT; and DOES 1 through
1,000;

Defendants.

JUDICIAL COUNCIL
COORDINATION
PROCEEDING NO. 4408

Case No. BC 364553

**WILLIS CLASS STIPULATION OF
SETTLEMENT**

SETTLEMENT STIPULATION

- 1 -

This Stipulation of Settlement (the "Stipulation" or "Agreement") is entered into this 13th day of July 2010 by and between California Water Service Company, City of Palmdale, Littlerock Creek Irrigation District, Los Angeles Waterworks District No. 40 ("District 40"), Palmdale Water District, Palm Ranch Irrigation District, Phelan Pinon Hills Community Services District, Quartz Hill Water District, and Rosamond Community Services District, Desert Lake Community Services District and North Edwards Water District (collectively, "Settling Defendants"), on the one hand, and Rebecca Lee Willis and the Willis Class (as more fully defined below), which consists of certain persons who own property(ies) that overly the Antelope Valley Groundwater Basin (the "Basin") on which they do not and have not pumped groundwater, on the other hand. Settling Defendants, Rebecca Lee Willis, and the Willis Class are collectively referred to as the "Settling Parties," or individually a "Settling Party." This Stipulation and the Exhibits hereto set forth the terms of a settlement (the "Settlement") between and among the Settling Parties compromising and dismissing the claims and defenses they have asserted in the above-captioned action. The Settlement is subject to approval by the Superior Court of California for Los Angeles County; in the event such approval is denied, cannot be obtained, or is reversed on appeal, this Stipulation shall have no further force or effect, and the Settling Parties shall be returned to their respective positions in the litigation prior to execution of this Stipulation.

I. THE SETTLING PARTIES

A. The Settling Plaintiffs are Rebecca Lee Willis and the members of the Willis Class, as defined in paragraph II, D below.

B. The Settling Defendants are as follows:

1. California Water Service Company is a California corporation which extracts groundwater from the Basin to serve customers within the Basin.

2. The City of Palmdale is a municipal corporation in the County of Los Angeles which receives water from the Basin.

3. Littlerock Creek Irrigation District is a public agency which produces groundwater from the Basin to serve customers within the Basin.

4. Los Angeles County Waterworks District No. 40 ("District 40") is a public agency governed by the Los Angeles County Board of Supervisors. District 40 has been lawfully organized to perform various functions, including producing water from the Basin, which it provides to more than 65,000 residential and commercial customers in the Basin.

5. Palmdale Water District is an irrigation district organized and operating under Division 11 of the California Water Code, which produces groundwater from the Basin to serve customers within the Basin.

6. Palm Ranch Irrigation District is a public agency which produces groundwater from the Basin to serve customers within the Basin.

7. Rosamond Community Services District is a public agency which produces water from the Basin which it provides to customers within the Basin.

8. Quartz Hill Water District is a county water district organized and operating under Division 12 of the California Water Code. It produces water from the Basin.

9. Phelan Pinon Hills Community Services District is a public water supplier which produces water from the Basin.

10. Desert Lake Community Services District is a public agency which produces groundwater from the Basin.

11. North Edwards Water district is a public agency which produces groundwater from the Basin.

II. RECITALS

A. On or about November 29, 2004, District 40 commenced a civil action against Overlying Owners (more specifically defined in III. M) in the Basin, which is now pending in the Superior Court for Los Angeles County, seeking, inter alia, an adjudication of their respective rights to produce groundwater from the Basin. On or about July 11, 2005, that case was coordinated with several quiet title actions that had been brought by Basin landowners, which also sought a declaration of the parties' rights to produce and use the Basin's groundwater. Antelope Valley Groundwater Cases, No. 1-05-CV049053 (JCCP 4408) (hereinafter the "Coordinated Actions"). The Coordinated Actions are pending before the Honorable Jack Komar.

SETTLEMENT STIPULATION

1 B. On or about October 10, 2006, the Court held an initial phase of trial with respect
2 to the boundaries of the Basin. The Court issued an Order on November 3, 2006, defining the
3 Basin for purposes of this litigation.

4 C. On or about January 11, 2007 Plaintiff, Rebecca Lee Willis ("Willis"), filed a class
5 action complaint in the Superior Court of the State of California for Los Angeles County (No. BC
6 364553) (the "Willis Action") in which she alleged that certain Public Water Suppliers had
7 wrongfully claimed prescriptive rights to the Basin's groundwater. Willis sought, inter alia, a
8 declaration that the Settling Defendants had not obtained prescriptive rights as to her or Willis
9 Class Members (more specifically defined in III.X). On or about April 10, 2007, the Willis Action
10 was coordinated as part of the Coordinated Actions.

11 D. By Order dated September 11, 2007 (as amended by Orders dated May 22, 2008
12 and September 2, 2008), the Court certified Willis as the representative of a Class of certain
13 Overlying Owners (more specifically defined in if III.M. below) pursuant to Section 382 of the
14 California Code of Civil Procedure and Division 7, Chapter 6 of the Rules of Court.

15 E. In early January 2009, Notice of the Pendency of the Willis Action was sent by
16 first class mail to all Willis Class Members (more specifically defined in III.X below) who could
17 be identified with reasonable effort and a summary notice was published. The deadline for
18 putative Willis Class Members to exclude themselves (as extended) expired on August 30, 2009.
19 The Court has made various orders allowing certain parties to rejoin the Willis Class.

20 F. The Settling Parties have actively discussed potential settlement for much of this
21 year. On or about September 2, 2009, the Settling Parties engaged in mediation before the
22 Honorable Ronald Robie during the course of which counsel for most of the parties reached an
23 agreement in principle to settle the Willis Action, subject to the negotiation of a final settlement
24 agreement, client approvals, and approval by the Court.

25 G. On or about February 19, 2010, the Court entered an Order Transferring and
26 Consolidating Actions for All Purposes (hereinafter the "Consolidated Actions").

27 H. Over the course of the last three years, the Settling Plaintiffs' counsel have
28 conducted a thorough investigation of the facts and law relating to the matters at issue in the

SETTLEMENT STIPULATION

1 Consolidated Actions and have evaluated the merits of all Settling Parties' contentions and the
2 impact this Settlement will have on the Willis Class Members. After evaluating the foregoing, the
3 Settling Plaintiffs and counsel are satisfied that the terms and conditions of this Stipulation are
4 fair, reasonable, and adequate, and that the Settlement is in the best interest of the Willis Class
5 Members.

6 I. The Settling Defendants contend that they have prescriptive rights to substantially
7 more than 15% of the Basin's Native Safe Yield. The Settling Plaintiffs contend that the Settling
8 Defendants have no such prescriptive rights as to them. This Settlement reflects a compromise
9 between the Settling Parties and shall not (1) be construed as an admission or concession by any
10 Settling Party of the truth of any allegation or the validity of any claim or defense asserted in any
11 of the pleadings, (2) be construed to prejudice the rights, claims, or defenses of any persons who
12 are not Settling Parties, or (3) be construed to prejudice the rights, claims, or defenses (whether
13 asserted or potential) of any Settling Party vis-à-vis any non-settling party.

14 J. The United States owns property within the Basin as to which it claims a Federal
15 Reserved Right to produce groundwater.

16 III. DEFINITIONS

17 The following terms used in this Stipulation shall have the meanings set forth below:

18 A. "Assessments" means any monetary or other levy or charge imposed as part of a
19 Physical Solution.

20 B. "Basin" means the Antelope Valley Groundwater Basin as defined in the Court's
21 Order of November 3, 2006.

22 C. "Consolidated Actions" means all actions that have been or subsequently were
23 coordinated as part of Judicial Council Coordination Proceeding No. 4408 and all actions that
24 have been or subsequently were consolidated pursuant to the Court's Order from February 19,
25 2010.

26 D. "Correlative Rights" means the principle of California law, articulated in Katz v.
27 Walkinshaw (1903) 141 Cal. 116 and subsequent cases, that Overlying Owners may make
28 reasonable and beneficial use of the water in a Basin and that, if the supply of water is insufficient

SETTLEMENT STIPULATION

1 for all reasonable and beneficial needs, each Overlying Owner is entitled to a fair and just
2 proportion of the water available to the Overlying Owners.

3 E. "Court" means the Honorable Jack Komar, sitting by designation as a Judge of the
4 Superior Court of Los Angeles County or such other Judge as may be designated by the Judicial
5 Conference to hear JCCP No. 4408.

6 F. "Effective Date" means the date on which the Court's Judgment granting final
7 approval to the Settlement becomes final and not subject to further appeal.

8 G. "Federal Reserved Right" is the principle originally articulated in *Winters v.*
9 *United States* (1908) 207 U.S. 564 and more recently in *Cappaert v. United States* (1976) 426
10 U.S. 128, which holds that when the Federal Government reserves land from the public domain, it
11 impliedly reserves sufficient water to serve the purposes for which the lands were reserved, and
12 the quantity of reserved water is limited to the amount necessary to fulfill the purposes of the
13 reserved land. The United States contends that the Federal Reserved Right entitles the United
14 States to a prior and paramount right to a portion of the Native Safe Yield.

15 H. "Federally Adjusted Native Safe Yield" for any given year means the Basin's
16 Native Safe Yield less the actual annual production of the United States' during the prior year
17 pursuant to its Federal Reserved Right.

18 I. "Final Judgment" means a final judgment to be entered by the Court in the above
19 matter, which approves the terms and provisions of this Stipulation, and is substantially in the
20 form attached hereto as Exhibit A.

21 J. "Imported Water" means water that enters the Basin and that originates outside the
22 Basin that is not part of the Basin's Native Safe Yield, and that, absent human intervention, would
23 not recharge or be used in the Basin. Imported Water does not include water purchased by the
24 Watermaster with Replacement Assessments or bottled water.

25 K. "Native Safe Yield" means the amount of pumping, which under a given set of
26 land use and other prevailing cultural conditions, generates Return Flows that, when combined
27 with naturally occurring groundwater recharge to the Basin, results in no long-term depletion of
28

1 Basin groundwater storage. Pumping of the Settling Parties' share of Native Safe Yield is not
2 subject to any Replacement Assessment.

3 L. "Overlying Right" means the appurtenant right of an Overlying Owner to use
4 groundwater from the Native Safe Yield for overlying reasonable and beneficial use.

5 M. "Overlying Owners" means owners of land overlying the Basin who hold an
6 Overlying Right.

7 N. "Physical Solution" means a mechanism that comprehensively resolves the
8 competing claims to the Basin's water and provides for the management of the Basin. The Settling
9 Parties anticipate that this Settlement will later be incorporated into a Physical Solution.

10 O. "Preliminary Approval Order" means the Court's Order granting preliminary
11 approval to the Settlement set forth herein, directing the manner in which notice of the Settlement
12 shall be provided to the Willis Class, and scheduling a final Hearing for the Court to consider
13 whether to approve the Settlement. The Settling Parties will submit a proposed Preliminary
14 Approval Order in the form appended as Exhibit B hereto.

15 P. "Recycled Water" means water which, as a result of treatment of waste, is suitable
16 for a direct beneficial use or a controlled use that would not otherwise occur and is therefore
17 considered a valuable resource..

18 Q. "Replacement Assessment" means the charge imposed on any Settling Party by the
19 Watermaster for producing more water than it is entitled to produce from the Basin under the
20 terms of this Settlement or pursuant to such further orders as the Court may enter in the
21 Coordinated Actions.

22 R. "Replacement Water" means water purchased by the Watermaster to offset
23 production in excess of a Settling Party's share of Total Safe Yield.

24 S. "Return Flows" means the amount of water that is put to reasonable and beneficial
25 agricultural, municipal or other use and thereafter returns to the Basin and is part of the Basin's
26 Total Safe Yield.

27 T. "Settlement" means this Stipulation, including the Exhibits appended hereto.
28

SETTLEMENT STIPULATION

1 U. "Total Safe Yield" means the amount of pumping, which under a given set of land
2 use and other prevailing cultural conditions generates Return Flows that, when combined with
3 naturally occurring groundwater recharge to the Basin and Return Flows derived from Imported
4 Water, results in no long-term depletion of Basin groundwater storage.

5 V. "Transition Period" means the period of time provided for in the Physical Solution
6 during which the parties' right to produce water from the Native Safe Yield free from
7 Replacement Assessment will decrease to amounts that total no more than that party's share of
8 Native Safe Yield.

9 W. "Watermaster" means the person or entity appointed by the Court to monitor and
10 manage the Basin's groundwater, subject to oversight by the Court.

11 X. "Willis Class" or "Willis Class Members" means the Willis Class as defined in the
12 Court's Order of September 11, 2007, as amended by the Court's Orders of May 22, 2008, and
13 September 2, 2008, but shall exclude all persons who timely excluded themselves from the Willis
14 Class and have not rejoined the Willis Class. The Willis Class consists of the following:

15 "All private (i.e., non-governmental) persons and entities that own
16 real property within the Basin, as adjudicated, that are not presently
17 pumping water on their property and have not done so at any prior
18 time ("the Class"). The Class includes the successors-in-interest by
19 way of purchase, gift, inheritance, or otherwise of such landowners.

20 The Class excludes the defendants herein, any person, firm, trust,
21 corporation, or other entity in which any defendant has a controlling
22 interest or which is related to or affiliated with any of the
23 defendants, and the representatives, heirs, affiliates, successors-in-
24 interest or assigns of any such excluded party. The Class also
25 excludes all persons to the extent their properties are connected and
26 receive service from a municipal water system, public utility, or
27 mutual water company. The Class shall [further] exclude all
28 property(ies) that are listed as 'improved' by the Los Angeles
County or Kern County Assessor's office, unless the owners of such
properties declare under penalty of perjury that they do not pump
and have never pumped water on those properties."

IV. SETTLEMENT TERMS

In consideration of the covenants and agreements set forth herein, and of the releases and
dismissals described below, the Settling Parties agree to settle and compromise the claims that
have been asserted or that could have been asserted between and among the Willis Class and the

SETTLEMENT STIPULATION

1 Settling Defendants, subject to Court approval, on the following terms and conditions:

2 A. Native Safe Yield.

3 Settling Defendants and the United States contend that the best estimate of the Basin's
4 Native Safe Yield is 82,300 acre-feet per year. The Willis Class agrees not to challenge or
5 otherwise contest the Native Safe Yield proposed by the Settling Defendants as long as it is at
6 least 82,300 acre-feet per year. The Settling Parties understand and agree that, in the absence of
7 stipulation by all parties in the Coordinated Actions, the Court will decide the Basin's Native Safe
8 Yield following trial, and the Settling Parties agree to be bound by the Court's determination in
9 that regard even if some or all of them do not participate in such a trial.

10 B. Total Safe Yield.

11 The Settling Defendants contend that the best estimate of the Basin's Total Safe Yield is
12 110,500 acre-feet per year. The Willis Class agrees not to challenge or otherwise contest that
13 estimate. The Settling Parties understand and agree that, in the absence of stipulation by all
14 parties in the Coordinated Actions, the Court will decide the Basin's Total Safe Yield following
15 trial, and the Settling Parties agree to be bound by the Court's determination in that regard even if
16 some or all of them do not participate in such a trial.

17 C. Federal Reserved Right.

18 The United States contends that it is entitled to a Federal Reserved Right. The Settling
19 Parties agree that the Federal Government has a Federal Reserved Right to use a portion of the
20 Native Safe Yield. The Settling Parties agree that the Court will decide the amount of the Federal
21 Reserved Right and they agree to be bound by the Court's determination.

22 D. Allocation Of Federally Adjusted Native Safe Yield.

23 The Settling Parties agree to be bound by the Court's determination of the amounts of the
24 Basin's Native Safe Yield and the United States' Federal Reserved Right. The Basin's Federally
25 Adjusted Native Safe Yield shall be the Basin's Native Safe Yield less the prior year's production
26 of water by the United States (not to exceed the Federal Reserved Right). The Settling Parties
27 agree that the Settling Defendants and the Willis Class Members each have rights to produce
28 groundwater from the Basin's Federally Adjusted Native Safe Yield.

SETTLEMENT STIPULATION

1 1. Settling Defendants' Water Rights

2 Settling Defendants have asserted in the Coordinated Actions that they have obtained
3 prescriptive rights to the Basin's Native Safe Yield. This Stipulation shall neither be construed to
4 recognize prescriptive rights nor to limit the Settling Defendants' prescriptive claims vis-a-vis the
5 Basin or any non-settling parties, but rather as an agreement to fairly allocate the Settling Parties'
6 respective rights to use the Basin's water. The Settling Parties agree that the Settling Defendants
7 collectively have the right to produce up to 15% of the Basin's Federally Adjusted Native Safe
8 Yield free of any Replacement Assessment. The Willis Class will not take any positions or enter
9 into any agreements that are inconsistent with the exercise of the Settling Defendants' rights.

10 2. Willis Class Members' Pumping Rights

11 The Settling Parties agree that the Willis Class Members have an Overlying Right to a
12 correlative share of 85% of the Federally Adjusted Native Safe Yield for reasonable and
13 beneficial uses on their overlying land free of any Replacement Assessment. The Settling
14 Defendants will not take any positions or enter into any agreements that are inconsistent with the
15 exercise of the Willis Class Members' Overlying Right to produce and use their correlative share
16 of 85% of the Basin's Federally Adjusted Native Safe Yield.

17 a. Safe Harbor.

18 The Willis Class Members acknowledge that the Settling Defendants may at trial prove
19 prescriptive rights against all groundwater pumping in the Basin during a prior prescriptive
20 period. If the Settling Defendants do prove prescriptive rights, Settling Defendants shall not
21 exercise their prescriptive rights to diminish the Willis Class Members' Overlying Right below a
22 correlative share of 85% of the Basin's Federally Adjusted Native Safe Yield. If the Settling
23 Defendants fail to prove any prescriptive rights, this Agreement shall not diminish at all the rights
24 of Willis Class Members to make reasonable and beneficial use of a correlative share of the
25 Basin's Federally Adjusted Native Safe Yield. In no event shall this Agreement require the
26 Willis Class Members to give to the Settling Defendants more than 15% of any rights to use the
27 Basin's groundwater that they may obtain by way of settlement or judgment. If there is a
28 subsequent Court decision whereby the Court determines that the Willis Class Members do not

SETTLEMENT STIPULATION

1 have Overlying Rights, this Agreement shall not require Settling Defendants to give the Willis
2 Class Members any right to pump from the Native Safe Yield.

3 3. Correlative Rights Of Overlying Landowners

4 The Willis Class Members recognize that other Overlying Owners may have the right to
5 pump correlatively with them 85% of the Federally Adjusted Native Safe Yield of the Basin for
6 reasonable and beneficial uses on their overlying land.

7 4. Return Flows From Imported Water

8 a. The Settling Parties acknowledge and agree that they all have the
9 right to recapture Return Flows from Imported Water that they put to reasonable and beneficial
10 use in the Basin, consistent with California law. The Settling Parties will not be subject to any
11 Replacement Assessment for their production of an amount equal to the Return Flows from
12 Imported Water that they put to reasonable and beneficial use in the Basin.

13 b. Settling Defendants believe that the best estimates of Return Flows
14 from Imported Water are (a) 25% of the water used for agricultural purposes and (b) 28% of the
15 water used for municipal and industrial purposes. Settling Defendants further believe that the best
16 estimate of total annual Return Flows from Imported Water is 28,200 acre-feet of which 25,100
17 acre-feet is from municipal and industrial use and 3,100 acre-feet is from agricultural use. The
18 Willis Class agrees not to contest those estimates, and all Settling Parties agree to be bound by
19 any findings that may later be made by the Court with respect thereto.

20 V. MANAGEMENT OF THE BASIN

21 A. General

22 The Settling Parties agree that the Basin has limited water resources and that they should
23 use their best efforts to conserve and maximize reasonable and beneficial use. The Settling Parties
24 further agree that there is a need to create a groundwater management plan to ensure that
25 pumping from the Basin does not exceed the Basin's Total Safe Yield and that the Court should
26 appoint a Watermaster to oversee the management of the Basin's water resources.

27 B. Physical Solution

28 The Settling Parties expect and intend that this Stipulation will become part of a Physical
SETTLEMENT STIPULATION

1 Solution entered by the Court to manage the Basin and that the Court will retain jurisdiction in the
2 Coordinated Actions. The Settling Parties agree to be part of such a Physical Solution to the
3 extent it is consistent with the terms of this Stipulation and to be subject to Court-administered
4 rules and regulations consistent with California and Federal law and the terms of this Stipulation.
5 The Settling Parties agree that the Physical Solution may require installation of a meter on any
6 groundwater pump by a Willis Class Member before a Willis Class Member may produce
7 groundwater. The responsibility for the cost of such meters will be determined by the Court.

8 C. Transition Period.

9 The Settling Parties agree that net groundwater production from the Basin needs to be
10 reduced over a period of time from current levels to no more than the Basin's Total Safe Yield.
11 This can be accomplished by reducing pumping and/or purchasing Replacement Water. The
12 Settling Parties agree that the Transition Period should begin at the date of entry of Final
13 Judgment in the Coordinated Actions and should last seven years. During the first two years of
14 the Transition Period no effort will be made to curtail groundwater pumping and no Replacement
15 Assessments will be made. By the end of the seventh year of the Transition Period, groundwater
16 pumping from the Basin without Replacement Assessment for Replacement Water will not
17 exceed the Native Safe Yield.

18 D. Replacement Water.

19 The Settling Parties recognize the right of any Settling Party to produce groundwater from
20 the Basin above their share of the Native Safe Yield, subject to the Physical Solution and to any
21 Replacement Assessment. The Settling Parties agree to provide or purchase Imported Water for
22 all groundwater pumping that exceeds a Settling Party's share of the Federally Adjusted Native
23 Safe Yield. The Settling Parties agree that any Settling Party who produces more than its annual
24 share of the Federally Adjusted Native Safe Yield in any year will be responsible to provide
25 Replacement Water or pay a Replacement Assessment to the Watermaster so that the
26 Watermaster can purchase Imported Water to recharge the Basin.

27 E. Water Storage

28 The Settling Parties agree that water storage in the Basin offers significant benefits and
SETTLEMENT STIPULATION

1 should be encouraged. The Settling Parties further recognize that there is a limit on the Basin's
2 available storage space and that the storage of water for uses within the Basin should have
3 priority over storage for use outside the Basin. Subject to those general principles, the Settling
4 Parties agree that water storage should be permitted and encouraged and agree to support
5 appropriate provisions in the Physical Solution.

6 F. Recycled Water

7 The Settling Parties agree that it is important to encourage the treatment and use of
8 Recycled Water. The Willis Class agrees not to challenge or otherwise contest Settling
9 Defendants' claims to Return Flows from Recycled Water that was reclaimed by the Sanitation
10 Districts of Los Angeles County.

11 VI. PROCEDURES FOR CLASS NOTICE AND HEARING ON MOTIONS FOR
12 PRELIMINARY AND FINAL APPROVAL OF STIPULATION

13 A. Preliminary Approval Motion and Settlement Notice.

14 Settling Plaintiffs shall file a motion for preliminary approval ("Preliminary Approval
15 Motion") of the terms of the Settlement as soon as practicable following execution of this
16 Stipulation by all Settling Parties. The Preliminary Approval Motion will seek entry of an Order
17 Preliminarily Approving Class Action Settlement. The Preliminary Approval Motion shall
18 include a proposed form of notice describing this Stipulation (the "Settlement Notice") to be
19 disseminated to the Willis Class as well as a description of the procedures to be used in
20 disseminating the Settlement Notice. The Settlement Notice shall be disseminated to all Willis
21 Class Members by or under the supervision of counsel for District 40, with the expenses to be
22 borne by District 40. The Settling Parties will attempt to agree upon the language for the
23 Settlement Notice, but agree to be bound by the Court's determination in the event they have any
24 disputes or disagreements in that regard. The Settling Parties agree to use their best efforts to have
25 the Preliminary Approval Motion heard as promptly as is practical.

26 B. Final Approval Hearing.

27 The Settlement Notice will advise Willis Class Members of the date and time set for a
28 Hearing on the Settling Plaintiffs' Motion for Final Approval of the Stipulation, including

SETTLEMENT STIPULATION

1 advising them of their rights to submit statements in support of or opposition to the Stipulation.
2 The Final Approval Motion shall request that this Court find that the Stipulation and Proposed
3 Final Judgment are fair, reasonable, and adequate to the Willis Class and shall seek entry of a
4 Final Judgment substantially in the form attached hereto as Exhibit A.

5 VII. RELEASES AND DISMISSALS

6 A. Release By Settling Plaintiffs

7 1. In addition to the effect of any Final Judgment entered in accordance with
8 this Stipulation, upon this Stipulation becoming final as set out in Section VIII, Paragraph G of
9 this Stipulation, and in consideration for the settlement consideration set forth above, and for
10 other valuable consideration, the Settling Plaintiffs shall completely release, acquit and forever
11 discharge the Settling Defendants from any and all claims, demands, actions, suits, causes of
12 action, whether class, individual, or otherwise in nature that Settling Plaintiffs, or each of them,
13 ever had, now has, or hereafter can, shall, or may have on account of or in any way arising out of,
14 any and all known or unknown, foreseen or unforeseen, suspected or unsuspected injuries,
15 damages, and the consequences thereof in any way arising out of or relating in any way to the
16 matters at issue in the Willis Action ("Released Claims"). Each Settling Plaintiff may hereafter
17 discover facts other than or different from those which he, she, or it knows or believes to be true
18 with respect to the claims which are the subject matter of this Stipulation, but each Settling
19 Plaintiff hereby expressly waives and fully, finally, and forever, settles and releases, upon this
20 Stipulation becoming final, any known or unknown, suspected or unsuspected, contingent or non-
21 contingent claim with respect to the subject matter of the Stipulation, whether or not concealed or
22 hidden, without regard to the subsequent discovery or existence of such different or additional
23 facts. As provided in the Release set forth above, the Settling Plaintiffs, including any of Settling
24 Plaintiffs' representatives, successors, agents, affiliates, employees, supervisors, officers,
25 directors, or shareholders, agree to waive and release all rights and benefits which they might
26 otherwise have pursuant to Section 1542 of the California Civil Code with regard to the release of
27 such unknown, unanticipated or misunderstood claims, causes of action, liabilities, indebtedness
28 and obligations.

SETTLEMENT STIPULATION

2. The Release set forth in Paragraph VII.A, above, does not include claims by any of the Settling Plaintiffs other than the claims set forth therein. In particular, the Settling Parties recognize that many persons own more than one parcel of land within the Basin. The foregoing Release only binds Willis Class Members and only with respect to those properties within the Basin on which they have not pumped water.

B. Release By Settling Defendants

In addition to the effect of any Final Judgment entered in accordance with this Stipulation, upon this Stipulation becoming final as set out in Paragraph VIII.G of this Stipulation, and in consideration of the settlement consideration set forth above, and for other valuable consideration, the Settling Defendants completely release, acquit and forever discharge Settling Plaintiffs and the Willis Class Members from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature that Settling Defendants, or any of them, ever had, now has, or hereafter can, shall, or may have arising from or relating in any way to the matters at issue in the Willis Action ("Released Claims"). Each Settling Defendant may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Stipulation, but each Settling Defendant hereby waives any right to relief from the provisions of this Stipulation in such event, and fully, finally, and forever, settles and releases, upon this Stipulation becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the Stipulation, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such different or additional facts.

1. As provided in the Release set forth in Paragraph VII.B, above, the Settling Defendants, including any of Settling Defendants' representatives, successors, agents, affiliates, employees, supervisors, officers, directors, or shareholders, agree to waive and release all rights and benefits which they might otherwise have pursuant to Section 1542 of the California Civil Code with regard to the release of such unknown, unanticipated or misunderstood claims, causes of action, liabilities, indebtedness and obligations.

VIII. MISCELLANEOUS PROVISIONS

SETTLEMENT STIPULATION

1 A. No Concession By Any Settling Party

2 It is understood and agreed that this Stipulation represents the compromise of disputed
3 positions with respect to the relevant facts and law. This Stipulation shall not be deemed a
4 concession by any Settling Party as to any fact or the validity or invalidity of any claim or
5 defense.

6 B. Best Efforts and Mutual Cooperation.

7 Settling Plaintiffs and Settling Defendants shall use their best efforts to effectuate this
8 Stipulation and its purpose, and secure the prompt, complete, and final dismissal with prejudice of
9 the Willis Action. The Settling Parties agree to take any and all reasonable steps that may be
10 necessary in that regard, as long as those steps do not require any material deviations from the
11 terms of this Stipulation or impose material new obligations beyond those contemplated by this
12 Stipulation.

13 The Settling Parties recognize that not all parties to the Coordinated Actions have entered
14 into this Stipulation and that a trial may be necessary as against non-settling parties. The Settling
15 Parties agree to cooperate and coordinate their efforts in any such trial or hearing so as to obtain
16 entry of judgment consistent with the terms of this Stipulation; this provision, however, will not
17 require Willis Class counsel to participate in any such trial or render any efforts absent written
18 agreement of Settling Defendants to compensate them for such efforts. Nor shall this Stipulation
19 preclude Settling Plaintiffs from participating in any further proceedings that may affect their
20 rights.

21 C. Adjustments Of Settling Parties' Estimates

22 In the event that the Court enters findings of fact that vary from the estimated amounts
23 that the Settling Parties have agreed to for purposes of this Stipulation (including the length of the
24 Transition Period described in Paragraph V.C.), the Court's findings will be determinative and
25 will supplant the amounts set forth in this Stipulation. For example, if the Court should determine
26 following trial that the Basin's Total Safe Yield is, in fact, 120,000 acre-feet per year (or some
27 other amount), the Court's findings will control.

28 D. Fees And Costs Of Settling Plaintiff's Counsel

SETTLEMENT STIPULATION

1 The Settling Parties understand that Willis Class counsel intend to seek an award of their
2 fees and costs from the Court. Any such awards will be determined by the Court unless agreed to
3 by the Settling Parties. Settling Defendants will likely oppose the motion for fees and costs. If
4 Willis Class Counsel obtain an award of fees, Settling Defendants agree to exercise their best
5 efforts to pay any fee award within a reasonable period of time or as required pursuant to Court
6 order. Willis Class Counsel agree that they will not seek any attorneys' fees and/or costs from
7 Settling Defendants for any efforts Willis Class Counsel undertake after the Court's entry of Final
8 Judgment approving the Settlement, except with respect to the following: (a) any reasonable and
9 appropriate efforts by Willis Class Counsel to enforce the terms of this Stipulation against
10 Settling Defendants in the event Settling Defendants fail to comply with a provision of this
11 Stipulation; (b) any reasonable and appropriate efforts by Willis Class Counsel to defend against
12 any new or additional claims or causes of action asserted by Settling Defendants against the
13 Willis Class in pleadings or motions filed in the Consolidated Actions; (c) any reasonable and
14 appropriate efforts by Willis Class Counsel that are undertaken in response to a written Court
15 order stating that, pursuant to this provision, Class counsel may seek additional fees for specified
16 efforts from Settling Defendants pursuant to Code of Civil Procedure section 1021.5; (d) any
17 reasonable and appropriate efforts by Willis Class Counsel that are undertaken in response to a
18 written request by Settling Defendants executed by counsel for all Settling Defendants that Class
19 Counsel participate in future aspects of the Consolidated Actions (e.g., the negotiation of a
20 Physical Solution); or (e) any reasonable and appropriate efforts that Willis Class Counsel render
21 to defend a fee award in their favor in the event the Settling Defendants appeal such a fee award
22 and the Court of Appeal affirms the fee award in the amount of 75 percent or more of the fees
23 awarded by the Superior Court. Willis Class Counsel remain free to seek an award of fees from
24 other parties to the litigation.

25 E. Retention Of Jurisdiction

26 The Superior Court of the State of California for Los Angeles County shall retain
27 jurisdiction over the implementation, enforcement, and performance of this Stipulation, and shall
28 have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating

SETTLEMENT STIPULATION

1 to this Stipulation or the applicability of this Stipulation.

2 F. Choice Of Law

3 This Stipulation shall be governed and construed by the substantive laws of the State of
4 California.

5 G. Finality

6 a. This Stipulation shall be effective on the Effective Date, which
7 shall occur when the Court has entered a Final Judgment approving this Stipulation and one of the
8 following events occurs; (i) if an appeal is taken, the date of final affirmance of the Final
9 Judgment, or if petition for review is granted by California Supreme Court or writ of certiorari is
10 granted by United States Supreme Court, the date of final affirmance of the Final Judgment
11 following review pursuant to such grant; or (ii) the date of final dismissal of any appeal from
12 Final Judgment or the final dismissal of any proceedings on petition to review the Final
13 Judgment; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing of any
14 appeal from the Final Judgment, i.e., sixty (60) days after notice of entry of the Final Judgment.

15 b. In the event that the Court refuses to approve this Stipulation, or
16 any material part hereof, or if such approval is materially modified or set aside on appeal, or if the
17 Final Judgment is not entered in accordance with this Stipulation, appellate review is sought, and
18 on such review, such Final Judgment is not affirmed as to all material parts, then any of the
19 Settling Parties to the Stipulation have the option to rescind this Stipulation in its entirety. Written
20 notice of the exercise of any such right to rescind shall be made according to the terms of this
21 Paragraph VIII.L below within thirty (30) days of the triggering event.

22 H. Integrated Agreement

23 This Stipulation constitutes the entire, complete and integrated agreement among the
24 Settling Parties, and supersedes all prior or contemporaneous undertakings of the Settling Parties
25 in connection herewith. This Stipulation may not be modified or amended except in writing
26 executed by the Settling Parties and approved by the Court. It shall be construed and interpreted
27 to effectuate the intent of the Settling Parties which is to provide, through this Stipulation, for a
28 complete resolution of the relevant claims between the Settling Parties on the terms provided in

SETTLEMENT STIPULATION

1 this Stipulation. Notwithstanding the foregoing, the Settling Parties intend and agree that this
2 Stipulation will later be incorporated into a Physical Solution, as defined above, which is
3 consistent with the terms of this Stipulation.

4 I. Waiver

5 The waiver by any Settling Party of its rights under any provision of this Stipulation or of
6 any breach of this Stipulation shall not be deemed a waiver of any other provision or subsequent
7 breach of this Stipulation.

8 J. Intended Beneficiaries

9 This Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors
10 and assigns of the Settling Plaintiffs and Settling Defendants. Without limiting the generality of
11 the foregoing, this Stipulation shall bind each and every subsequent property owner who acquires
12 property in the Basin from a Willis Class Member as well as persons who subsequently acquire
13 such properties.

14 K. Interpretation and Construction

15 The terms of this Stipulation have been arrived at by negotiation and mutual agreement,
16 with consideration of and participation by all Settling Parties and with the advice of counsel.
17 Neither Settling Plaintiffs nor Settling Defendants shall be considered to be the drafter of this
18 Stipulation or any of its provisions for the purpose of any statute, case law, or rule of
19 interpretation or construction that would or might cause any provision to be construed against the
20 drafter of this Stipulation (including but not limited to Civil Code Section 1654). The descriptive
21 headings of any paragraphs or sections of this Stipulation are inserted for convenience only and
22 do not constitute a part of this Stipulation.

23 L. Notices

24 Where this Stipulation requires either party to provide notice or any other communication
25 or document to the other, such notice shall be in writing, and such notice, communication, or
26 document shall be provided by personal delivery, facsimile transmission, overnight delivery, or
27 letter sent by United States mail with delivery confirmation. Notice may be provided to the
28 Settling Parties through their counsel of record at the following addresses:

SETTLEMENT STIPULATION

California Water Service Company:	Attn: President California Water Service Company 1720 North First Street San Jose, California 95112
with a copy to:	John Tootle California Water Service Company 2632 West 237th Street Torrance, California 90505
City of Palmdale:	Attn: City Manager 38300 Sierra Highway Palmdale, California 93550
with a copy to:	James Markman Richards, Watson & Gerson 355 South Grand Avenue, 40th Floor Los Angeles, California 90071
Littlerock Creek Irrigation District:	Attn: General Manager 35141 87th Street East Littlerock, California 93543
with a copy to:	Wayne Lemieux Lemieux & O'Neill 2393 Townsgate Rd., Suite 201 Westlake Village, California 91361
Los Angeles County Waterworks District No. 40:	Attn: Director 260 East Avenue K-8 Lancaster, California 93535
with a copy to:	Michael Moore Los Angeles county Counsel Office 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012
with a copy to:	Eric L. Garner

SETTLEMENT STIPULATION

1		Best Best & Krieger LLP
2		3750 University Avenue
3		P.O.B 1028
4		Riverside, California 92502
5	Palmdale Water District:	Attn: General Manager
6		2029 E. Avenue Q
7		Palmdale, California 93550
8	with a copy to:	Thomas Bunn III
9		Lagerlof, Senecal, Gosney & Kruse, LLP
10		301 North Lake Avenue, 10th floor
11		Pasadena, California 91101-4108
12	Palm Ranch Irrigation District:	Attn: General Manger
13		4871 West Avenue M. (Colombia Way)
14		Quartz Hill, California 93536
15	with copy to:	Wayne Lemieux
16		Lemieux & O'Neill
17		2393 Townsgate Rd., Suite 201
18		Westlake Village, California 91361
19	Quartz Hill Water District:	Attn: General Manager
20		42141 N. 50th Street West
21		Quartz Hill, California 93536
22	with copy to:	Bradley Weeks
23		Charlton Weeks LLP
24		107 West Avenue M-14, Suite A
25		Palmdale, California 93551
26	Phelan Pinon Hills Community Services District:	Attn: General Manager
27		4037 Phelan Road, Suite C-1
28		Phelan, California 92371
	with copy to:	Francis Logan
		Law Office of Susan Trager
		19712 MacArthur Blvd. #120
		Irvine, California 92612
	Rosamond Community Services District:	Attn: General Manager

SETTLEMENT STIPULATION

	3179 35th Street W Rosamond California 93560
with a copy to:	Eric L. Garner Best Best & Krieger LLP 3750 University Avenue P.O.Box 1028 Riverside, California 92502
Willis Class:	Rebecca Lee Willis
With a copy to:	Ralph Kalfayan Krause Kalfayan Benink & Slavens LLP 625 Broadway, Ste. 635 San Diego, CA 92101

or to such other address as any Settling Party shall, from time to time, specify in the manner provided herein.

M. No Admissions

Neither this Stipulation, nor any act performed or document executed pursuant to or in furtherance of this Stipulation is or may be deemed to be or may be used as an admission of, or evidence of, (i) the validity of any claim or defense; or (ii) the appropriateness or inappropriateness of any Willis Class Member or other representational capacity, whether contemporaneously with this Stipulation or at any time in the future.

N. Execution

This Stipulation may be executed in counterparts by Settling Plaintiffs and Settling Defendants, and a facsimile signature shall be deemed an original signature for purposes of executing this Stipulation. Each of the undersigned persons represents that he or she is fully authorized to enter into the terms and conditions of and to execute this Stipulation by the party for which he or she has signed the Stipulation.

IN WITNESS HEREOF, the undersigned being duly authorized, have executed this Stipulation on the dates shown below.

Rebecca Lee Willis

Approved as to form by: Ralph Kalfayan

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LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CA 92502

1 By: Rebecca Lee Willis

By: Reese Kalfay

3 California Water Service

Approved as to form by: John Tootle

5 By: _____

By: _____

6 City of Palmdale

Approved as to form by: James Markman

8 By: _____

By: _____

9 Littlerock Creek Irrigation District

Approved as to form by: Wayne Lemieux

11 By: _____

By: _____

12 Los Angeles County Waterworks
District No. 40

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

14 By: Alvin Molina
Chair, Board of Supervisors

By: Warren R. Wellen
Principal Deputy
County Counsel



20 Attest:
21 Sachi A. Hamai,
22 Executive Officer-Clerk Of the Board of
Supervisors

23 By: Lachelle Smitherman
24 **DEPUTY**

25 Palmdale Water District

Approved as to form by: Tom Bunn

27 By: _____

By: _____

28 SETTLEMENT STIPULATION

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77381

1 By: _____

By: _____

2
3 California Water Service

Approved as to form by: John Tootle

4
5 By: _____

By: _____

6 City of Palmdale

Approved as to form by: James Markman

7
8 By: James J. Markman

By: James J. Markman

9 Littlerock Creek Irrigation District

Approved as to form by: Wayne Lemieux

10
11 By: _____

By: _____

12 Los Angeles County Waterworks
13 District No. 40

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

14 By: _____
15 Chair, Board of Supervisors

By: _____
Warren R. Wellen, Principal Deputy
County Counsel

16
17 Approved as to form by: Eric L. Garner

18
19 By: _____

20 Attest:
21 Sachi A. Hamai,
22 Executive Officer-Clerk Of the Board of
Supervisors

23 By: _____

24
25 Palmdale Water District

Approved as to form by: Tom Bunn

26
27 By: _____

By: _____

28 SETTLEMENT STIPULATION

- 23 -

1 By: _____
2
3 California Water Service
4
5 By: _____
6 City of Palmdale
7
8 By: _____
9 Littlerock Creek Irrigation District
10
11 By: Bj Bones
12 Los Angeles County Waterworks
13 District No. 40
14 By: _____
15 Chair, Board of Supervisors
16
17
18
19
20 Attest:
21 Sachi A. Hamai,
22 Executive Officer-Clerk Of the Board of
23 Supervisors
24
25 Palmdale Water District
26
27 By: _____
28

SETTLEMENT STIPULATION

By: _____

Approved as to form by: John Tootle

By: _____

Approved as to form by: James Markman

By: _____

Approved as to form by: Wayne Lemieux
By: Wayne Lemieux

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

By: _____
Warren R. Wellen, Principal Deputy
County Counsel

Approved as to form by: Eric L. Garner

By: _____

Approved as to form by: Tom Bunn

By: _____

LAW OFFICES OF
BEST, BEST & KRIEGER, LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CA 92502

1 By: _____

By: _____

2

3 California Water Service

Approved as to form by: John Tootle

4

5 By: _____

By: _____

6

City of Palmdale

Approved as to form by: James Markman

7

8 By: _____

By: _____

9

Little Rock Creek Irrigation District

Approved as to form by: Wayne Lemieux

10

11 By: _____

By: _____

12

Los Angeles County Waterworks
District No. 40

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

13

14

By: *Sachi A. Hamai*
Chair, Board of Supervisors

By: *Warren R. Wellen*
Warren R. Wellen, Principal Deputy
County Counsel

15

16



17

Approved as to form by: Eric L. Garner

18

19

By: _____

20

Attest:
Sachi A. Hamai,
Executive Officer-Clerk Of the Board of
Supervisors

21

22

23

By: *Lachelle Smitherman*
DEPUTY

24

25

Palmdale Water District

Approved as to form by: Tom Bunn

26

27

By: *Doris LaMunex*

By: *Thomas A. Bunn III*

28

SETTLEMENT STIPULATION

- 23 -

77381

Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

By: 

By: 

Phelan Pinon Hills Community
Services District

Approved as to form by: Francis Logan

By: _____

By: _____

Quartz Hill Water District

Approved as to form by: Brad Weeks

By: _____

By: _____

Rosamond Community Services
Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

Desert Lake Community Services
District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

North Edwards Water District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

SETTLEMENT STIPULATION

- 24 -

LAW OFFICES OF
BEST BEST & KRIEGER, LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CA 92502

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Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

Phelan Pinon Hills Community
Services District

Approved as to form by: Francis Logan

By: _____

By: _____

Quartz Hill Water District

Approved as to form by: Brad Weeks

By: Colleen P. Piers

By: Brad Weeks

Rosamond Community Services
Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

SETTLEMENT STIPULATION

- 24 -

1 Rosamond Community Services
2 Districts

Approved as to form by: Eric L. Garner

3 By: 

By: 

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CA 92502

28 SETTLEMENT STIPULATION

- 24 -

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3 Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

4 By: _____

By: _____

5
6 Phelan Pinon Hills Community
Services District

Approved as to form by: Francis Logan

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8 By: _____

By: _____

9 Quartz Hill Water District

Approved as to form by: Brad Weeks

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11 By: _____

By: _____

12 Rosamond Community Services
Districts

Approved as to form by: Eric L. Garner

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14 By: _____

By: _____

15
16 Desert Lake Community Services
District

Approved as to form by: Wayne Lemieux

17 By: Stella H. Kestopoulos

18 By: Wayne Lemieux

19
20 North Edwards Water District

Approved as to form by: Wayne Lemieux

21
22 By: _____

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26
27
28 By: Wayne Lemieux

SETTLEMENT STIPULATION

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Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

Phelan Pinon Hills Community
Services District

Approved as to form by: Francis Logan

By: _____

By: _____

Quartz Hill Water District

Approved as to form by: Brad Weeks

By: _____

By: _____

Rosamond Community Services
Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

Desert Lake Community Services
District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

North Edwards Water District

Approved as to form by: Wayne Lemieux

By: Polina N. Kestopoulos

By: Wayne Lemieux

SETTLEMENT STIPULATION

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
3	Jacqueline Ackermann	3/23/2012	5/8/2013
4	ADVINCULA, CENON S	3/23/2012	5/8/2013
5	ADVINCULA, OLIVA M	3/23/2012	5/8/2013
6	ALDAIS, MARWAN M.	3/23/2012	5/8/2013
7	AGUSTINES, ANTONIO U	3/23/2012	5/8/2013
7	Allen Alevy	3/23/2012	5/8/2013
8	ARCHER, GEORGINE J.	3/23/2012	5/8/2013
8	Allen Alevy and Alevy Family Trust	3/23/2012	5/8/2013
9	ARCHER GEORGINE J as Trustee for the Georgine J. Archer Trust	3/23/2012	5/8/2013
10	BARKS, GUSS A. JR.	3/23/2012	5/8/2013
11	BRONSTON, LEROY DANIEL	3/23/2012	5/8/2013
12	BAYANI, ILDEFONSO S.	3/23/2012	5/8/2013
13	Castle Butte Dev. Corp	3/23/2012	5/8/2013
13	BAYANI, NILDA V.	3/23/2012	5/8/2013
16	FUNK, JOAN A	3/23/2012	5/8/2013
19	GENUS L P	3/23/2012	5/8/2013
24	Illy King	3/23/2012	5/8/2013
24	Melinda E Cameron	3/23/2012	5/8/2013
25	Illy King Family Trust	3/23/2012	5/8/2013
25	Catellus Development Corporation	3/23/2012	5/8/2013
26	KUTU INVESTMENT CO - Suspended	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
26	Bong S. Chang	3/23/2012	
27	LAI, EVA	3/23/2012	5/8/2013
27	CHANG, JEANNA Y.	3/23/2012	5/8/2013
28	LAI, PAUL	3/23/2012	5/8/2013
29	CHETRIT, JACOB	3/23/2012	5/8/2013
31	Pei Chi Lin	3/23/2012	5/8/2013
31	Lee Shiow Chiou	3/23/2012	5/8/2013
32	CHUNG, M S	3/23/2012	5/8/2013
35	COLE, C.C. THELMA -	3/23/2012	5/8/2013
36	COLE, J.	3/23/2012	5/8/2013
37	RUDNICK, REBECCA -	3/23/2012	5/8/2013
37	J. & C. C. Thelma Cole and T. J. Cole Trust (J. Cole as Trustee for the T. J. Cole Trust)	3/23/2012	5/8/2013
43	DAVIS, CATHARINE M	3/23/2012	5/8/2013
44	Milton S. Davis	3/23/2012	5/8/2013
46	Sarkis Djanibekyan	3/23/2012	5/8/2013
47	DONG, HONG	3/23/2012	5/8/2013
48	DONG, YING X.	3/23/2012	5/8/2013
53	Lewis Friedrichsen	3/23/2012	5/8/2013
54	Lewis Friedrichsen as Trustee of the Friedrichsen Family Trust	3/23/2012	5/8/2013
55	Aurora P Gabuya	3/23/2012	5/8/2013
58	Betty Gluckstein	3/23/2012	5/8/2013
60	GLUCKSTEIN,MORRIS -	3/23/2012	5/8/2013
61	GLUCKSTEIN, ROSE -	3/23/2012	5/8/2013
66	GORRINDO, L. -	3/23/2012	5/8/2013
71	HAUKE,ANDREAS	3/23/2012	5/8/2013
72	HAUKE, MARILYN	3/23/2012	5/8/2013
75	HIGELMIRE,DONNA	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
76	Michael N. Higelmire	3/23/2012	5/8/2013
78	Hooshpack Dev Inc	3/23/2012	5/8/2013
79	Chi S Huang	3/23/2012	5/8/2013
80	HUANG, SUCHU T.	3/23/2012	5/8/2013
81	Hypericum Interest LLC	3/23/2012	5/8/2013
82	IRANINEZHAD, DARYUSH	3/23/2012	5/8/2013
83	IRANINEZHAD, MINOO	3/23/2012	5/8/2013
84	KADIVAR,ESFANDIAR -	3/23/2012	5/8/2013
85	KADIVAR FAMILY TRUST (Esfandiar Kadivar as Trustee of the Kadivar Family Trust) -	3/23/2012	5/8/2013
88	Cheng Lin Kang	3/23/2012	5/8/2013
94	YOSHIMATSU, KAZUKO	3/23/2012	5/8/2013
95	Billy H. Kim (AND YING X AND HONG DONG ?)	3/23/2012	5/8/2013
106	LAWRENCE, CHARLES TRUST	3/23/2012	5/8/2013
108	Light Andrew & Youngnam	3/23/2012	5/8/2013
109	Man C Lo	3/23/2012	5/8/2013
110	SHIUNG, RU	3/23/2012	5/8/2013
111	Lyman C. Miles	3/23/2012	5/8/2013
112	Lyman C. Miles as Trustee for the Miles Family Trust	3/23/2012	5/8/2013
114	Mission Bell Ranch Development	3/23/2012	5/8/2013
118	M R Nasir	3/23/2012	5/8/2013
119	Souad R Nasir	3/23/2012	5/8/2013
121	Simin C. Neman	3/23/2012	5/8/2013

EXHIBIT 1

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
123	Frank T. Nguyen	3/23/2012	5/8/2013
124	Juanita R Nichols	3/23/2012	5/8/2013
125	Oliver Nichols	3/23/2012	5/8/2013
126	Oliver Nichols as Trustee of the Nichols Family Trust	3/23/2012	5/8/2013
128	POULSEN,NORMAN L	3/23/2012	5/8/2013
130	Victoria Rahimi	3/23/2012	5/8/2013
132	Veronika Reinelt	3/23/2012	5/8/2013
133	Reinelt Rosenloecher Corp PSP	3/23/2012	5/8/2013
140	Rosemount Equities LLC Series	3/23/2012	5/8/2013
141	Royal Investors Group	3/23/2012	5/8/2013
142	ROYAL WESTERN PROPERTIES LLC - ACTIVE	3/23/2012	5/8/2013
145	Daniel Saparzadeh	3/23/2012	5/8/2013
149	SCHWARTZ, MARTIN	3/23/2012	5/8/2013
151	SEVEN STAR UNITED LLC	3/23/2012	5/8/2013
155	Donna L Simpson	3/23/2012	5/8/2013
156	Gareth L Simpson	3/23/2012	5/8/2013
157	Simpson Family Trust (Gareth L. Simpson as Trustee of the Simpson Family Trust)	3/23/2012	5/8/2013
164	GEORGE L STIMSON JR TRUST (George L. Stimson, Jr. as Trustee of the George L. Stimson, Jr. Trust) -	3/23/2012	5/8/2013
167	TIU TIONG D.	3/23/2012	5/8/2013
172	Wilma D. Trueblood	3/23/2012	5/8/2013
173	Wilma D. Trueblood as Trustee of the Trueblood Family Trust	3/23/2012	5/8/2013
177	WALES, KEITH E.	3/23/2012	5/8/2013
180	Alex Wodchis	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
181	WONG, ELIZABETH -	3/23/2012	5/8/2013
182	WONG, MARY	3/23/2012	5/8/2013
183	WU, MIKE M.	3/23/2012	5/8/2013
184	WU FAMILY (MIKE M. WU AS TRUSTEE OF THE WU FAMILY TRUST)	3/23/2012	5/8/2013
202	GREEN GROVE MUTUAL WATER COMPANY, INC.	3/23/2012	5/8/2013
206	LLANO FARMS MUTUAL WATER COMPANY	3/23/2012	5/8/2013
208	PIUTE MUTUAL WATER COMPANY	3/23/2012	5/8/2013
210	Wilsona Gardens Mutual Water Company	3/23/2012	5/8/2013
211	Edgemont Acres Mutual Water Company	3/23/2012	5/8/2013
213	ROSAMOND MUTUAL WATER COMPANY	3/23/2012	5/8/2013
Roe 234	Aceh Capital LLC	3/23/2012	5/8/2013
Roe 235	Ehsan Afaghi	3/23/2012	5/8/2013
Roe 237	Bruce Allen	3/23/2012	5/8/2013
Roe 238	Ana Verde Canyon Limited	3/23/2012	5/8/2013
Roe 240	Clinton Edwards Andrews	3/23/2012	5/8/2013
Roe 244	AV Foothills LLC	3/23/2012	5/8/2013
Roe 246	C and P Lancaster Properties, L.L.C.	3/23/2012	5/8/2013
Roe 248	California Springs Land & Development, Inc.	3/23/2012	5/8/2013
Roe 250	Capital Pacific Homes	3/23/2012	5/8/2013
Roe 254	Theodore His-En and Wen-Hui C. Chen, as Co-Trustees of the Chen Family Trust (Established October 27, 1989)	3/23/2012	5/8/2013
Roe 255	Andrew J. Chitrea	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 256	Joan K Chitica	3/23/2012	5/8/2013
Roe 257	Myron Z. Chlavin, Trustee	3/23/2012	5/8/2013
Roe 259	Richard L. Clark and Elaine M. Clark, Trs.	3/23/2012	5/8/2013
Roe 260	Menandro M. Marcelo and Ofelia or their Successors, as Trustees of the Menandro and Ofelia Marcelo Family Trust Dated June 2, 2006	3/23/2012	5/8/2013
Roe 261	CPH Tehachapi 280 LLC	3/23/2012	5/8/2013
Roe 264	Cyrstalaire Country Club	3/23/2012	5/8/2013
Roe 266	Kristeen Cua	3/23/2012	5/8/2013
Roe 267	Lita Davies	3/23/2012	5/8/2013
Roe 268	Richard Daniel De La Matyr	3/23/2012	5/8/2013
Roe 269	Long Deng	3/23/2012	5/8/2013
Roe 270	Dr Horton Los Angeles Holding, Inc.	3/23/2012	5/8/2013
Roe 272	Discountland Inc.	3/23/2012	5/8/2013
Roe 273	Dowhen Family	3/23/2012	5/8/2013
Roe 274	Mohammed Naji Elhayek	3/23/2012	5/8/2013
Roe 276	Farhad Alnd	3/23/2012	5/8/2013
Roe 277	Vera V. Farwell	3/23/2012	5/8/2013
Roe 279	Hersell Alnd	3/23/2012	5/8/2013
Roe 281	James H. Gisbrecht and Mary L. Gisbrecht, Trustees	3/23/2012	5/8/2013
Roe 282	Harry C. Godshall, Trustee	3/23/2012	5/8/2013
Roe 284	Sam Haskins	3/23/2012	5/8/2013
Roe 285	Yoram Hassid and Yael Hassid, Trustees	3/23/2012	5/8/2013
Roe 286	David J. Hester, Trustee	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 287	Jack D. Hilton	3/23/2012	5/8/2013
Roe 288	Rita Hilton	3/23/2012	5/8/2013
Roe 289	Clement L. Hirsch, Jr., Trustee	3/23/2012	5/8/2013
Roe 290	Carol A. Hooper	3/23/2012	5/8/2013
Roe 291	Thomas J. Hooper	3/23/2012	5/8/2013
Roe 292	David W. Hopkins	3/23/2012	5/8/2013
Roe 293	Gerald P Hopkins	3/23/2012	5/8/2013
Roe 294	Sumei P Hsi Trust	3/23/2012	5/8/2013
Roe 295	Ja Bin Hsu, Co-Trustee	3/23/2012	5/8/2013
Roe 296	Kangle Huang	3/23/2012	5/8/2013
Roe 297	Yiling Lin	3/23/2012	5/8/2013
Roe 299	James A. Hunter	3/23/2012	5/8/2013
Roe 300	Cyrus Serry	3/23/2012	5/8/2013
Roe 301	J and J General Partnership	3/23/2012	5/8/2013
Roe 302	J P Eliopulos Enterprises Inc.	3/23/2012	5/8/2013
Roe 303	Jensen Trust	3/23/2012	5/8/2013
Roe 304	Thomas Jones, Trustee	3/23/2012	5/8/2013
Roe 305	Joshua Ranch Development Inc	3/23/2012	5/8/2013
Roe 309	Kathryn T. Karlakis	3/23/2012	5/8/2013
Roe 310	James Kim	3/23/2012	5/8/2013
Roe 311	Glenn K. Kim Family LLC	3/23/2012	5/8/2013
Roe 312	Rose M Kolstad	3/23/2012	5/8/2013
Roe 313	Korda	3/23/2012	5/8/2013
Roe 314	Sarah Korda	3/23/2012	5/8/2013
Roe 315	Lancaster and 120 111 LLC	3/23/2012	5/8/2013

EXHIBIT 1

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 317	George R. Lazenby	3/23/2012	5/8/2013
Roe 318	Samuel Lee	3/23/2012	5/8/2013
Roe 319	Youngsin Lee	3/23/2012	5/8/2013
Roe 320	Leona Valley Hunting Club	3/23/2012	5/8/2013
Roe 321	Sue Levine	3/23/2012	5/8/2013
Roe 322	Phillip W. Lewis, Co-Trustee	3/23/2012	5/8/2013
Roe 323	David H. Li	3/23/2012	5/8/2013
Roe 325	Michael Lin	3/23/2012	5/8/2013
Roe 326	Linda L. Yang	3/23/2012	5/8/2013
Roe 330	Lucky 360 Investments LLC	3/23/2012	5/8/2013
Roe 331	Janet L Lyman	3/23/2012	5/8/2013
Roe 332	S. K. Madan	3/23/2012	5/8/2013
Roe 333	Laurie F. Magbanua	3/23/2012	5/8/2013
Roe 339	Lim S Mov	3/23/2012	5/8/2013
Roe 340	MRN Family Limited Partnership	3/23/2012	5/8/2013
Roe 341	Gay E Naiditch	3/23/2012	5/8/2013
Roe 343	Chester Nigra, Co-Trustee	3/23/2012	5/8/2013
Roe 344	Richard J. Nigra, Sr., Custodian	3/23/2012	
Roe 345	Neil Nissing	3/23/2012	5/8/2013
Roe 346	Masaaki Okamoto	3/23/2012	5/8/2013
Roe 347	Keiko Okamoto	3/23/2012	5/8/2013
Roe 348	Noriyuki Okamoto	3/23/2012	5/8/2013
Roe 349	Shoji Okamoto	3/23/2012	5/8/2013
Roe 350	Pacific American Inv Ltd Inc	3/23/2012	5/8/2013
Roe 352	Palmdale 1000 Associates LLC	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 354	Marvin R Perriseau	3/23/2012	5/8/2013
Roe 355	Karen L. Perriseau	3/23/2012	5/8/2013
Roe 356	Frank W. Pritchard	3/23/2012	5/8/2013
Roe 357	Margaret F Pritchard	3/23/2012	5/8/2013
Roe 358	Petersen Properties	3/23/2012	5/8/2013
Roe 359	Thang D Pham	3/23/2012	5/8/2013
Roe 361	John W. Phelps	3/23/2012	5/8/2013
Roe 362	James S. Phelps	3/23/2012	5/8/2013
Roe 365	Efren Reyes	3/23/2012	5/8/2013
Roe 366	RMG Property Holding Two LLC	3/23/2012	5/8/2013
Roe 367	Steffany J Rohn	3/23/2012	5/8/2013
Roe 369	Melvin K. Rust, Trustee	3/23/2012	5/8/2013
Roe 370	San Ho Huang	3/23/2012	5/8/2013
Roe 371	Chi Shiou Huang	3/23/2012	5/8/2013
Roe 373	SCS Family Limited Partnership	3/23/2012	5/8/2013
Roe 374	Thomas P. Sherrill	3/23/2012	5/8/2013
Roe 375	Rachel M. Sherrill	3/23/2012	5/8/2013
Roe 376	Patricia C. Simi, Trustee	3/23/2012	5/8/2013
Roe 379	Columbia M. Stenberg, Trustee	3/23/2012	5/8/2013
Roe 382	Christopher S. Sun, Trustee	3/23/2012	5/8/2013
Roe 383	John S. Sun, Trustee	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 385	Alyce A Togonotti	3/23/2012	5/8/2013
Roe 389	USA Golden Land Investment LLC	3/23/2012	5/8/2013
Roe 392	Roy C. Wang	3/23/2012	5/8/2013
Roe 393	Lucy B. Wang	3/23/2012	5/8/2013
Roe 394	Warm Springs Investments Ltd.	3/23/2012	5/8/2013
Roe 398	West Coast Land Corporation	3/23/2012	5/8/2013
Roe 399	Laurie S. Whicher	3/23/2012	5/8/2013
Roe 400	Joyce P. Whiteside, Trustee	3/23/2012	5/8/2013
Roe 401	Harry Z. Wilson	3/23/2012	5/8/2013
Roe 403	ABC Diamonds Inc.	3/23/2012	5/8/2013
Roe 404	Alesso Lawrence V & Mardean Trust	3/23/2012	5/8/2013
Roe 405	Charles A. Amento	3/23/2012	5/8/2013
Roe 406	Sheila D. Amento	3/23/2012	
Roe 407	Sigitas F. Babusis	3/23/2012	5/8/2013
Roe 408	Banducci Enterprises	3/23/2012	5/8/2013
Roe 409	Banducci Land, L.L.C.	3/23/2012	5/8/2013
Roe 410	Janet Starr Berkey	3/23/2012	5/8/2013
Roe 411	Leslie C. Blenkhorn	3/23/2012	5/8/2013
Roe 412	Cherilyn M. Blenkhorn	3/23/2012	5/8/2013
Roe 414	Mark F. Bramlett	3/23/2012	5/8/2013
Roe 422	Sallie Lynne Chatterton	3/23/2012	5/8/2013
Roe 423	Michael C. Cheiky	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 424	Charity S. Cheiky	3/23/2012	5/8/2013
Roe 427	Vivian A. Chitea	3/23/2012	5/8/2013
Roe 428	Yong See Cho	3/23/2012	5/8/2013
Roe 429	CJH Real Properties LLC	3/23/2012	5/8/2013
Roe 431	William Cordova	3/23/2012	5/8/2013
Roe 432	Virginia C. Cordova	3/23/2012	5/8/2013
Roe 433	Eric M Coyle	3/23/2012	5/8/2013
Roe 434	CPH Rosamond LP	3/23/2012	5/8/2013
Roe 435	Susan Elise Simonelli Crockett	3/23/2012	5/8/2013
Roe 438	Jeannette Damron	3/23/2012	5/8/2013
Roe 439	De Pietro Limited	3/23/2012	5/8/2013
Roe 441	Dora Land	3/23/2012	5/8/2013
Roe 442	Duncan M.B. Separate Prop Trust	3/23/2012	5/8/2013
Roe 443	Carol A. Durst, Trustee	3/23/2012	5/8/2013
Roe 444	Eagle Meadows of No Edwards 435 LLC	3/23/2012	5/8/2013
Roe 445	East Kern Prop LLC	3/23/2012	5/8/2013
Roe 446	East West Land Invs. Inc.	3/23/2012	5/8/2013
Roe 449	Sammy L. Edwards	3/23/2012	5/8/2013
Roe 450	Linda D. Edwards	3/23/2012	5/8/2013
Roe 454	Nancy H Evans	3/23/2012	5/8/2013
Roe 455	Juanita Eyherabide, Trustee	3/23/2012	5/8/2013
Roe 456	Raymond Eyherabide Jr	3/23/2012	5/8/2013
Roe 457	Eyherabide Sheep Co.	3/23/2012	5/8/2013
Roe 459	Farm Estates of the World	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 460	Fernandez Family Liv Trust	3/23/2012	5/8/2013
Roe 462	Fischer Grandchildrens Trust	3/23/2012	5/8/2013
Roe 463	Fogler, Ronald & Irene P. Trust	3/23/2012	5/8/2013
Roe 468	Mansoor Ghaneedian and Fariba Ghaneedian Trust	3/23/2012	5/8/2013
Roe 469	Gill Family Trust 1999	3/23/2012	5/8/2013
Roe 470	Gleason Trust	3/23/2012	5/8/2013
Roe 471	Gold Sky Prop. LLC	3/23/2012	5/8/2013
Roe 473	Guerrant Family Trust	3/23/2012	5/8/2013
Roe 474	Jose Guzman	3/23/2012	5/8/2013
Roe 475	Norma Guzman	3/23/2012	5/8/2013
Roe 476	H & N Development Co., Inc.	3/23/2012	5/8/2013
Roe 478	Mary Lou Byerly Harrell	3/23/2012	5/8/2013
Roe 481	Sam Haskins Trust	3/23/2012	5/8/2013
Roe 482	Bob D. Helton Living Trust	3/23/2012	5/8/2013
Roe 483	Herrmann Family Trust	3/23/2012	5/8/2013
Roe 484	HET 2440 LLC	3/23/2012	5/8/2013
Roe 485	Susan B. Hills Family Trust	3/23/2012	5/8/2013
Roe 486	Ho Giang	3/23/2012	5/8/2013
Roe 487	Mylinh Phan	3/23/2012	5/8/2013
Roe 488	Jennifer Chang Ho Family Trust	3/23/2012	5/8/2013
Roe 492	Horizon Sumitt LLC	3/23/2012	5/8/2013
Roe 493	James T Hsu	3/23/2012	5/8/2013
Roe 494	H Huffnagle	3/23/2012	5/8/2013
Roe 495	Maynard R Huffnagle	3/23/2012	5/8/2013
Roe 498	Iglesia De Dio Pentecostla Mi	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 499	Invescorp Ltd	3/23/2012	5/8/2013
Roe 503	Javid Investments, L.L.C.	3/23/2012	5/8/2013
Roe 504	Emma Lou Johnson	3/23/2012	5/8/2013
Roe 505	Annette F. Kam	3/23/2012	5/8/2013
Roe 509	Richard M. & Sandra A Lang Family Trust	3/23/2012	5/8/2013
Roe 512	Daniel Bronston Leroy	3/23/2012	5/8/2013
Roe 513	Mary Ann Lewis	3/23/2012	5/8/2013
Roe 514	Lien Family Survivors Trust	3/23/2012	5/8/2013
Roe 515	Christine Lin	3/23/2012	5/8/2013
Roe 516	Los Angeles Land Investment	3/23/2012	5/8/2013
Roe 517	Loyola Marymount University	3/23/2012	5/8/2013
Roe 518	Clark C Lu	3/23/2012	5/8/2013
Roe 519	Danny C Lu	3/23/2012	5/8/2013
Roe 520	Douglas R. McAvoy and Amy M. McAvoy Trust	3/23/2012	5/8/2013
Roe 521	Roberta Merry Family Trust	3/23/2012	5/8/2013
Roe 522	Hans Peter Meyer	3/23/2012	5/8/2013
Roe 523	Ipbi Kim Meyer	3/23/2012	5/8/2013
Roe 525	S Huth-Tanner	3/23/2012	5/8/2013
Roe 526	Jamie Miller	3/23/2012	5/8/2013
Roe 527	Mojave & Tropico LLC	3/23/2012	5/8/2013
Roe 530	Elaine L. Morales	3/23/2012	5/8/2013
Roe 531	Mary B Mower	3/23/2012	5/8/2013
Roe 537	Fred Piwenitzky	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 538	Sachiko Piwenitzky	3/23/2012	5/8/2013
Roe 539	Pledge Investment LLC	3/23/2012	5/8/2013
Roe 540	Lulu Edna Pollock	3/23/2012	5/8/2013
Roe 541	Popinjay Corp. N V	3/23/2012	5/8/2013
Roe 542	Donald L. Purviance	3/23/2012	5/8/2013
Roe 544	Ronald A Ralphs	3/23/2012	5/8/2013
Roe 545	Ramos Trust	3/23/2012	5/8/2013
Roe 547	Edgar Reinoso	3/23/2012	5/8/2013
Roe 551	Lori March Scourby	3/23/2012	5/8/2013
Roe 552	Sellsite & United LLC	3/23/2012	5/8/2013
Roe 554	SF Pacific Properties Inc	3/23/2012	5/8/2013
Roe 557	Theodore H Sims, Jr.	3/23/2012	5/8/2013
Roe 559	Mi R Song	3/23/2012	5/8/2013
Roe 560	John Stern and Eleanor Stern Trust	3/23/2012	5/8/2013
Roe 561	Helen H. Stookey	3/23/2012	5/8/2013
Roe 563	John Su	3/23/2012	5/8/2013
Roe 564	Chen Su	3/23/2012	5/8/2013
Roe 565	Supermed Health Inc.	3/23/2012	5/8/2013
Roe 566	Sylvan Vista Development Co.	3/23/2012	5/8/2013
Roe 567	Tamkin Family Trust	3/23/2012	5/8/2013
Roe 568	Charles Tapia and Nellie Tapia Family Trust	3/23/2012	5/8/2013
Roe 569	Tazman, A Limited Liability Company	3/23/2012	5/8/2013
Roe 571	United Customhouse Brokers Inc.	3/23/2012	5/8/2013
Roe 574	Francom G. Watson, Jr.	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 575	A. Watson	3/23/2012	5/8/2013
Roe 576	Wells Fargo Bank NA	3/23/2012	5/8/2013
Roe 577	Richard A. White and Valerie K. White Trust	3/23/2012	5/8/2013
Roe 578	Wood Family Trust	3/23/2012	5/8/2013
Roe 580	Yeh Vivian Hwa	3/23/2012	5/8/2013
Roe 581	Lincoln Chu Kuen Yung	3/23/2012	5/8/2013
Roe 583	American Landmark Group LLC	3/23/2012	5/8/2013
Roe 585	190 th Avenue West, LLC	3/23/2012	5/8/2013
Roe 596	Karla Bushnell	3/23/2012	5/8/2013
Roe 597	David Bushnell	3/23/2012	5/8/2013
Roe 601	Dorothy Etta Delia	3/23/2012	5/8/2013
Roe 602	John P Rusk	3/23/2012	5/8/2013
Roe 603	EPIC	3/23/2012	5/8/2013
Roe 604	Smith Development Co.	3/23/2012	5/8/2013
Roe 606	Hamid Ameri	3/23/2012	5/8/2013
Roe 607	Lutz Issleib	3/23/2012	5/8/2013
Roe 609	Erlinda Koo	3/23/2012	5/8/2013
Roe 610	Tywla Lake	3/23/2012	5/8/2013
Roe 612	Frank A Lane	3/23/2012	5/8/2013
Roe 613	High Desert Investments LLC.	3/23/2012	5/8/2013
Roe 614	Sol LeShin	3/23/2012	5/8/2013
Roe 615	Carl Proctor Jr.	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 616	Qwest Engineering Inc.	3/23/2012	5/8/2013
Roe 617	Retlaw Enterprises LLC	3/23/2012	5/8/2013
Roe 619	Robert A. Stoner Properties	3/23/2012	5/8/2013
Roe 620	Ronald H. Carter/Audrey M. Carter Family Trust	3/23/2012	5/8/2013
Roe 621	Clarence E Shetler	3/23/2012	5/8/2013
Roe 625	1st and 41st West LLC	3/23/2012	5/8/2013
Roe 626	20th Street Properties	3/23/2012	5/8/2013
Roe 629	Mehran Abolmoluki	3/23/2012	5/8/2013
Roe 630	Antonio Acosta	3/23/2012	5/8/2013
Roe 631	Miriam Adams	3/23/2012	5/8/2013
Roe 632	Arnold Adicoff	3/23/2012	5/8/2013
Roe 633	James Agalsoff	3/23/2012	5/8/2013
Roe 635	Carlito Aguilar	3/23/2012	5/8/2013
Roe 636	Carmen Aguilar	3/23/2012	5/8/2013
Roe 638	Valentin Aguilar	3/23/2012	5/8/2013
Roe 639	Yolanda Aguilar	3/23/2012	5/8/2013
Roe 641	Martha Akin	3/23/2012	5/8/2013
Roe 642	Jack Albright	3/23/2012	5/8/2013
Roe 644	Casey Alesso	3/23/2012	5/8/2013
Roe 645	Donald Alexander	3/23/2012	5/8/2013
Roe 647	Betty Allen	3/23/2012	5/8/2013
Roe 648	Brunette Allen	3/23/2012	5/8/2013
Roe 649	George Allen	3/23/2012	5/8/2013
Roe 650	Guadalupe Allen	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 651	Ronald Allen	3/23/2012	5/8/2013
Roe 652	Paul Allison	3/23/2012	5/8/2013
Roe 653	Yvonne Allison	3/23/2012	5/8/2013
Roe 654	Deborah Alluis	3/23/2012	5/8/2013
Roe 655	Jack Alluis	3/23/2012	5/8/2013
Roe 656	Mary Almarez	3/23/2012	5/8/2013
Roe 657	Jorge Alonso	3/23/2012	5/8/2013
Roe 658	Laura Alonso	3/23/2012	5/8/2013
Roe 659	ALP Equipment Sales Inc	3/23/2012	5/8/2013
Roe 660	Felipe Alvarez	3/23/2012	5/8/2013
Roe 661	Roberto Alvarez	3/23/2012	5/8/2013
Roe 663	Mary Alvidrez	3/23/2012	5/8/2013
Roe 664	Richard Alvidrez	3/23/2012	5/8/2013
Roe 666	An Van Phan Tr	3/23/2012	5/8/2013
Roe 667	Beatrice Anderson	3/23/2012	5/8/2013
Roe 670	Renee Anderson	3/23/2012	5/8/2013
Roe 671	Franklin Andrews	3/23/2012	5/8/2013
Roe 672	Treba Andrews	3/23/2012	5/8/2013
Roe 674	Sharon Annis	3/23/2012	5/8/2013
Roe 676	Antelope Valley Allied Arts Assn	3/23/2012	5/8/2013
Roe 677	Antelope Valley Florist Inc	3/23/2012	5/8/2013
Roe 684	Keiko Aoki	3/23/2012	5/8/2013
Roe 685	Jovencio Apostol	3/23/2012	5/8/2013
Roe 686	Frances Appleby	3/23/2012	5/8/2013
Roe 687	Thomas Appleby	3/23/2012	5/8/2013
Roe 689	Benedicto Arevalo	3/23/2012	5/8/2013
Roe 690	Nora Arevalo	3/23/2012	5/8/2013
Roe 693	Florence Arnold	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 694	Lucita Arquileta	3/23/2012	5/8/2013
Roe 695	Rufino Arquileta	3/23/2012	5/8/2013
Roe 697	Arroyo Family Trust	3/23/2012	5/8/2013
Roe 698	Patricia Artigas	3/23/2012	5/8/2013
Roe 699	Noboru Asato	3/23/2012	5/8/2013
Roe 700	Jesus Ascencio	3/23/2012	5/8/2013
Roe 701	Aliza Asher	3/23/2012	5/8/2013
Roe 702	Shaul Asher	3/23/2012	5/8/2013
Roe 705	Gerard Auyong	3/23/2012	5/8/2013
Roe 706	Jane Aveni	3/23/2012	5/8/2013
Roe 707	Lloyd Avery	3/23/2012	5/8/2013
Roe 708	Alan Avrick	3/23/2012	5/8/2013
Roe 711	Jack Baerlein	3/23/2012	5/8/2013
Roe 716	Maria Balice	3/23/2012	5/8/2013
Roe 718	Emiliano Ballesteros	3/23/2012	5/8/2013
Roe 719	Rafael Banales	3/23/2012	5/8/2013
Roe 720	Bernardo Banuelos	3/23/2012	5/8/2013
Roe 721	Rosario Banuelos	3/23/2012	5/8/2013
Roe 723	Ron Banuk	3/23/2012	5/8/2013
Roe 725	Irene Barbeau	3/23/2012	5/8/2013
Roe 726	Ann Barnes	3/23/2012	5/8/2013
Roe 727	Wayne Barnes	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 728	Terri Baron	3/23/2012	5/8/2013
Roe 729	Joseph Bartfay	3/23/2012	5/8/2013
Roe 730	Selma Bartfay	3/23/2012	5/8/2013
Roe 731	Basrock Woodcreek Gardens	3/23/2012	5/8/2013
Roe 733	Nancy Bauer	3/23/2012	5/8/2013
Roe 734	A Beasley	3/23/2012	5/8/2013
Roe 735	Teresa Becarra	3/23/2012	5/8/2013
Roe 737	Ikuko Becker	3/23/2012	5/8/2013
Roe 738	James Becker	3/23/2012	5/8/2013
Roe 739	Betty Bederio	3/23/2012	5/8/2013
Roe 740	Beatriz Belisario	3/23/2012	5/8/2013
Roe 741	Luis Belisario	3/23/2012	5/8/2013
Roe 742	Bell Tr	3/23/2012	5/8/2013
Roe 743	Beverly Bellanca	3/23/2012	5/8/2013
Roe 744	Cecilia Beltran	3/23/2012	5/8/2013
Roe 745	Victoria Benner	3/23/2012	5/8/2013
Roe 746	Bensky Living Trust	3/23/2012	5/8/2013
Roe 748	Nancy Benz	3/23/2012	5/8/2013
Roe 750	Gaylyn Berglund	3/23/2012	5/8/2013
Roe 751	Kenneth Berglund	3/23/2012	5/8/2013
Roe 752	Amante Bermundo	3/23/2012	5/8/2013
Roe 754	Ary Biers	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 755	Robert Biers	3/23/2012	5/8/2013
Roe 756	Sylvia Bigornia	3/23/2012	5/8/2013
Roe 758	Alfons Bimbiris	3/23/2012	5/8/2013
Roe 759	Vera Bimbiris	3/23/2012	5/8/2013
Roe 760	Melvin Bittner	3/23/2012	5/8/2013
Roe 763	Catherine Black	3/23/2012	5/8/2013
Roe 764	Anita Blanchard	3/23/2012	5/8/2013
Roe 767	Betty Bliley	3/23/2012	5/8/2013
Roe 768	Eugene Bliley	3/23/2012	5/8/2013
Roe 770	Jose Bocanegra	3/23/2012	5/8/2013
Roe 771	James Bodkin	3/23/2012	5/8/2013
Roe 772	Frank Bodolai	3/23/2012	5/8/2013
Roe 773	Magdalena Bodolai	3/23/2012	5/8/2013
Roe 775	Minh Bosque	3/23/2012	5/8/2013
Roe 776	Gayle Bovee	3/23/2012	5/8/2013
Roe 777	Vicki Bovee	3/23/2012	5/8/2013
Roe 778	Donna Boyer	3/23/2012	5/8/2013
Roe 781	BPP Valley Central	3/23/2012	5/8/2013
Roe 784	Bradley Family Tr	3/23/2012	5/8/2013
Roe 785	Dennis Braly	3/23/2012	5/8/2013
Roe 787	Brasel Family Tr	3/23/2012	5/8/2013
Roe 788	Flora Braun	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 789	Joe Brewer	3/23/2012	5/8/2013
Roe 794	Patricia Brooks	3/23/2012	5/8/2013
Roe 795	Mary Brosky	3/23/2012	5/8/2013
Roe 796	Vera Brown	3/23/2012	5/8/2013
Roe 797	Evelyn Bruno	3/23/2012	5/8/2013
Roe 798	Thomas Bryk	3/23/2012	5/8/2013
Roe 799	Eugene Buckley	3/23/2012	5/8/2013
Roe 800	Jeanne Buckley	3/23/2012	5/8/2013
Roe 801	Philip Bucknor	3/23/2012	5/8/2013
Roe 802	Donald Buhrmann	3/23/2012	5/8/2013
Roe 803	June Buhrmann	3/23/2012	5/8/2013
Roe 804	Washington Bumanglag	3/23/2012	5/8/2013
Roe 805	Walter Bunch	3/23/2012	5/8/2013
Roe 807	Karen Burgess	3/23/2012	5/8/2013
Roe 808	Randy Burgess	3/23/2012	5/8/2013
Roe 809	Raymond Burns	3/23/2012	5/8/2013
Roe 810	Doretha Burrell	3/23/2012	5/8/2013
Roe 814	Buytkus Family Trust	3/23/2012	5/8/2013
Roe 815	Daniel Byrne	3/23/2012	5/8/2013
Roe 816	David Byrne	3/23/2012	5/8/2013
Roe 820	Belva Caldwell	3/23/2012	5/8/2013
Roe 824	Marvin Calmeson	3/23/2012	5/8/2013
Roe 825	Herminia Camacho	3/23/2012	5/8/2013
Roe 826	Julian Camacho	3/23/2012	5/8/2013
Roe 827	Ricardo Camarena	3/23/2012	5/8/2013
Roe 828	Cambridge Homes, Inc.	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 829	Bonnie Cameron	3/23/2012	5/8/2013
Roe 830	James Cameron	3/23/2012	5/8/2013
Roe 832	Erika Campbell	3/23/2012	5/8/2013
Roe 837	Lynda Capel	3/23/2012	5/8/2013
Roe 839	Barbara Carey	3/23/2012	5/8/2013
Roe 840	Donald Carey	3/23/2012	5/8/2013
Roe 841	Ernest Caringi	3/23/2012	5/8/2013
Roe 842	Violet Carlisle	3/23/2012	5/8/2013
Roe 843	Timothy Carney	3/23/2012	5/8/2013
Roe 844	Rosendo Carranza	3/23/2012	5/8/2013
Roe 847	Toribio Carrasco	3/23/2012	5/8/2013
Roe 848	Irene Carroll	3/23/2012	5/8/2013
Roe 849	James Carroll	3/23/2012	5/8/2013
Roe 850	Bera Carruthers	3/23/2012	5/8/2013
Roe 851	James B Caskey	3/23/2012	5/8/2013
Roe 852	Ruby J Caskey	3/23/2012	5/8/2013
Roe 853	Eugenia Carter	3/23/2012	5/8/2013
Roe 855	Terry Carter	3/23/2012	5/8/2013
Roe 856	Gary Castelan	3/23/2012	5/8/2013
Roe 857	Sharon Castelan	3/23/2012	5/8/2013
Roe 861	Jose Castillo	3/23/2012	5/8/2013
Roe 862	Remedios Castillo	3/23/2012	5/8/2013
Roe 864	Robert & Norma Caudle	3/23/2012	5/8/2013
Roe 865	Aurelia Cayetano	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 866	Edgardo Cayetano	3/23/2012	5/8/2013
Roe 867	Julia Cecil	3/23/2012	5/8/2013
Roe 868	Ken Cecil	3/23/2012	5/8/2013
Roe 869	Gilbert Cenicerros	3/23/2012	5/8/2013
Roe 870	Edward Cernicky	3/23/2012	5/8/2013
Roe 871	Florence Cernicky	3/23/2012	5/8/2013
Roe 872	Marc Chachuat	3/23/2012	5/8/2013
Roe 873	Sukhdev Chahal	3/23/2012	5/8/2013
Roe 877	Siu Chan	3/23/2012	5/8/2013
Roe 878	Beverly Chandler	3/23/2012	5/8/2013
Roe 879	Burton Chandler	3/23/2012	5/8/2013
Roe 881	Py Chao	3/23/2012	5/8/2013
Roe 883	Christopher Cheung	3/23/2012	5/8/2013
Roe 886	Hu Chi Yu	3/23/2012	5/8/2013
Roe 887	Chou Chiang	3/23/2012	5/8/2013
Roe 888	Tim Chiu	3/23/2012	5/8/2013
Roe 889	Mi Choe	3/23/2012	5/8/2013
Roe 890	Pyong Choe	3/23/2012	5/8/2013
Roe 891	Kenneth Choi	3/23/2012	5/8/2013
Roe 892	Edwin Chong	3/23/2012	5/8/2013
Roe 894	Boniface Choy	3/23/2012	5/8/2013
Roe 898	John Christie	3/23/2012	5/8/2013
Roe 900	Ardathe Christopher	3/23/2012	5/8/2013
Roe 901	Daphne Chu	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 905	Fred Chung	3/23/2012	5/8/2013
Roe 906	Gabrielle Chung	3/23/2012	5/8/2013
Roe 907	John Cinfio	3/23/2012	5/8/2013
Roe 908	James Cipollone	3/23/2012	5/8/2013
Roe 909	Richard Clark	3/23/2012	5/8/2013
Roe 911	Russell Clawson	3/23/2012	5/8/2013
Roe 912	Gail Clutter	3/23/2012	5/8/2013
Roe 913	Ralph Clutter	3/23/2012	5/8/2013
Roe 914	Lap Co	3/23/2012	5/8/2013
Roe 916	Marc Cole	3/23/2012	5/8/2013
Roe 918	William Collicutt	3/23/2012	5/8/2013
Roe 919	Beatrice Collins	3/23/2012	5/8/2013
Roe 921	Charles Colton	3/23/2012	5/8/2013
Roe 922	Larry Connelly	3/23/2012	5/8/2013
Roe 923	Leo Connelly	3/23/2012	5/8/2013
Roe 925	Alan Cook	3/23/2012	5/8/2013
Roe 926	Regina Cooley	3/23/2012	5/8/2013
Roe 927	Denise Cope	3/23/2012	5/8/2013
Roe 928	Thomas Cope	3/23/2012	5/8/2013
Roe 929	Ruby Corder	3/23/2012	5/8/2013
Roe 930	Alfredo Corrales	3/23/2012	5/8/2013
Roe 932	Calvin Cox	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 935	Ronald Cronk	3/23/2012	5/8/2013
Roe 937	Cora Cruz	3/23/2012	5/8/2013
Roe 938	Felina Cruz	3/23/2012	5/8/2013
Roe 939	Nicasio Cruz	3/23/2012	5/8/2013
Roe 940	Roger Cruz	3/23/2012	5/8/2013
Roe 941	Mike Culha	3/23/2012	5/8/2013
Roe 944	Florin D Souza	3/23/2012	5/8/2013
Roe 945	Anita Dacles	3/23/2012	5/8/2013
Roe 946	Simplicio Dacles	3/23/2012	5/8/2013
Roe 949	Helga Dalley	3/23/2012	5/8/2013
Roe 950	Manfred Dalley	3/23/2012	5/8/2013
Roe 956	Mohammad Daood	3/23/2012	5/8/2013
Roe 957	Saleem Daood	3/23/2012	5/8/2013
Roe 958	Adib Daoud	3/23/2012	5/8/2013
Roe 959	Donna Daugherty	3/23/2012	5/8/2013
Roe 960	Anita Davalos	3/23/2012	5/8/2013
Roe 961	Dominador Davalos	3/23/2012	5/8/2013
Roe 962	Alfred David	3/23/2012	5/8/2013
Roe 965	Douglas Davis	3/23/2012	5/8/2013
Roe 966	James Davis	3/23/2012	5/8/2013
Roe 968	Davis Sibs Inc	3/23/2012	5/8/2013
Roe 977	Sefey Debotoun	3/23/2012	5/8/2013
Roe 978	Angelito Dedios	3/23/2012	5/8/2013
Roe 979	Bruno Deluca	3/23/2012	5/8/2013
Roe 981	Olin Derrick	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 982	Deneen Deschene	3/23/2012	5/8/2013
Roe 983	Desert Lake L P	3/23/2012	5/8/2013
Roe 984	Juan Diaz	3/23/2012	5/8/2013
Roe 987	Gary Dicks	3/23/2012	5/8/2013
Roe 988	Nick Digiulio	3/23/2012	5/8/2013
Roe 989	Richard Dioli	3/23/2012	5/8/2013
Roe 990	Lonzo Dixon	3/23/2012	5/8/2013
Roe 991	Mae Dixon	3/23/2012	5/8/2013
Roe 992	Adelaida Dizon	3/23/2012	5/8/2013
Roe 994	Esteban Donis	3/23/2012	5/8/2013
Roe 995	Mauro Donis	3/23/2012	5/8/2013
Roe 996	Rosalina Donis	3/23/2012	5/8/2013
Roe 997	Virginia Donis	3/23/2012	5/8/2013
Roe 999	Michael Douglas	3/23/2012	5/8/2013
Roe 1000	Katherine Douglass	3/23/2012	5/8/2013
Roe 1001	Borom Douk	3/23/2012	5/8/2013
Roe 1002	S&B Douk	3/23/2012	5/8/2013
Roe 1003	Sokhom Douk	3/23/2012	5/8/2013
Roe 1004	James Downing	3/23/2012	5/8/2013
Roe 1005	Gary Downs	3/23/2012	5/8/2013
Roe 1006	Romnia Drever	3/23/2012	5/8/2013
Roe 1009	Eliseo Dumbrique	3/23/2012	5/8/2013
Roe 1010	Cynthia Dunlop	3/23/2012	5/8/2013
Roe 1011	James Dunn	3/23/2012	5/8/2013
Roe 1012	Raymond Dunning	3/23/2012	5/8/2013
Roe 1013	Loc Duong	3/23/2012	5/8/2013
Roe 1014	Harold Dykstra	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1015	Teresa Dykstra	3/23/2012	5/8/2013
Roe 1016	Wilbur Dykstra	3/23/2012	5/8/2013
Roe 1017	Dykstra Family Trust	3/23/2012	5/8/2013
Roe 1018	E I C Group et al	3/23/2012	5/8/2013
Roe 1019	Dorothy Earl	3/23/2012	5/8/2013
Roe 1020	Jack Earl	3/23/2012	5/8/2013
Roe 1021	David Earwood	3/23/2012	5/8/2013
Roe 1022	Benjamin Easter	3/23/2012	5/8/2013
Roe 1023	Joanne Ebert	3/23/2012	5/8/2013
Roe 1024	David Eckberg	3/23/2012	5/8/2013
Roe 1025	Paula Eckberg	3/23/2012	5/8/2013
Roe 1026	Dale Eckles	3/23/2012	5/8/2013
Roe 1027	Jean Economou	3/23/2012	5/8/2013
Roe 1028	John Edmonds	3/23/2012	5/8/2013
Roe 1034	Theodore Elness	3/23/2012	5/8/2013
Roe 1035	Rosa Elumba	3/23/2012	5/8/2013
Roe 1036	Zenaida Emms	3/23/2012	5/8/2013
Roe 1037	Rosario Empert	3/23/2012	5/8/2013
Roe 1039	Lorin Ensminger	3/23/2012	5/8/2013
Roe 1040	Catherine Erazim	3/23/2012	5/8/2013
Roe 1041	Catherine Erazim	3/23/2012	5/8/2013
Roe 1043	John Escobar	3/23/2012	5/8/2013
Roe 1044	Rose Esparza	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1045	Filomena Espiritu	3/23/2012	5/8/2013
Roe 1046	William Espiritu	3/23/2012	5/8/2013
Roe 1047	Basilio Esquivel	3/23/2012	5/8/2013
Roe 1048	Irma Koburn as Beneficiary of the Estate of Zelda C Schliske Decd	3/23/2012	5/8/2013
Roe 1049	Edelmira Estrada	3/23/2012	5/8/2013
Roe 1050	Hervi Estrada	3/23/2012	5/8/2013
Roe 1053	Carl Fabrizio	3/23/2012	5/8/2013
Roe 1054	Fairview Development LLC	3/23/2012	5/8/2013
Roe 1058	Richard Faria	3/23/2012	5/8/2013
Roe 1060	Deborah Feliciano	3/23/2012	5/8/2013
Roe 1061	Denese Felts	3/23/2012	5/8/2013
Roe 1062	Douglas Felts	3/23/2012	5/8/2013
Roe 1068	Ruth Fike	3/23/2012	5/8/2013
Roe 1069	Claudia Finkel	3/23/2012	5/8/2013
Roe 1071	Mary Fiorito	3/23/2012	5/8/2013
Roe 1073	Joanne Fletcher	3/23/2012	5/8/2013
Roe 1074	Gayle Flores	3/23/2012	5/8/2013
Roe 1075	Maria Flores	3/23/2012	5/8/2013
Roe 1077	Herbert Floyd	3/23/2012	5/8/2013
Roe 1078	Larry Fogleman	3/23/2012	5/8/2013
Roe 1079	Alejandro Fontillas	3/23/2012	5/8/2013
Roe 1080	John Ford	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1082	Antonia Fowler	3/23/2012	5/8/2013
Roe 1084	Kevin Frane	3/23/2012	5/8/2013
Roe 1085	Laurel Frane	3/23/2012	5/8/2013
Roe 1086	Stephenie Fredrick	3/23/2012	5/8/2013
Roe 1087	Esther Friedman	3/23/2012	5/8/2013
Roe 1088	Joanne Fu	3/23/2012	5/8/2013
Roe 1089	Yoshi Fujisawa	3/23/2012	5/8/2013
Roe 1090	Michi Fukumoto	3/23/2012	5/8/2013
Roe 1093	Jeff Galieti	3/23/2012	5/8/2013
Roe 1094	Jose Galvez	3/23/2012	5/8/2013
Roe 1095	Betty Gambone	3/23/2012	5/8/2013
Roe 1099	Martha Garcia	3/23/2012	5/8/2013
Roe 1101	Rodolfo Garcia	3/23/2012	5/8/2013
Roe 1103	Eduardo Garde	3/23/2012	5/8/2013
Roe 1104	Russellend Garde	3/23/2012	5/8/2013
Roe 1105	Garde Fmly Rev Tr	3/23/2012	5/8/2013
Roe 1107	Hung Gee	3/23/2012	5/8/2013
Roe 1111	Stefan Ghika Budesti	3/23/2012	5/8/2013
Roe 1112	Paul Giang	3/23/2012	5/8/2013
Roe 1114	Gilbraltar Homes LLC	3/23/2012	5/8/2013
Roe 1116	George Gillingham	3/23/2012	5/8/2013
Roe 1117	Gisele Schroeder Liv Tr	3/23/2012	5/8/2013
Roe 1118	Drena Glauser	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1119	Gary Glenn	3/23/2012	5/8/2013
Roe 1120	Paul Glessner	3/23/2012	5/8/2013
Roe 1122	Benito Gonzales	3/23/2012	5/8/2013
Roe 1123	Erminio Gonzales	3/23/2012	5/8/2013
Roe 1125	Quach Gonzales	3/23/2012	5/8/2013
Roe 1126	Carlos Conzalez (name should be spelled " <u>G</u> onzalez")	3/23/2012	5/8/2013
Roe 1127	Frances Gonzalez	3/23/2012	5/8/2013
Roe 1128	Gloria Gonzalez	3/23/2012	5/8/2013
Roe 1130	Roque Gonzalez	3/23/2012	5/8/2013
Roe 1131	Tina Gonzalez	3/23/2012	5/8/2013
Roe 1135	Vicente Gose	3/23/2012	5/8/2013
Roe 1136	Christina Goya	3/23/2012	5/8/2013
Roe 1142	William Grant	3/23/2012	5/8/2013
Roe 1144	Barbara Green	3/23/2012	5/8/2013
Roe 1145	Hilda Green	3/23/2012	5/8/2013
Roe 1147	Donna Greenman	3/23/2012	5/8/2013
Roe 1148	Pierre Grember	3/23/2012	5/8/2013
Roe 1150	John Griffin	3/23/2012	5/8/2013
Roe 1154	Gerald Groff	3/23/2012	5/8/2013
Roe 1155	Marian Groff	3/23/2012	5/8/2013
Roe 1156	Lillian Groom	3/23/2012	5/8/2013
Roe 1158	Marge Groven	3/23/2012	5/8/2013
Roe 1159	Lucena Guiang	3/23/2012	5/8/2013
Roe 1160	Cristoval Guillen	3/23/2012	5/8/2013
Roe 1162	Alvaro Gutierrez	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1164	Santos Gutierrez	3/23/2012	5/8/2013
Roe 1165	Socorro Gutierrez	3/23/2012	5/8/2013
Roe 1166	Ovidio Guzman	3/23/2012	5/8/2013
Roe 1167	Jin Ha	3/23/2012	5/8/2013
Roe 1168	Young Ha	3/23/2012	5/8/2013
Roe 1170	Susan Hahn	3/23/2012	5/8/2013
Roe 1171	Homa Hamidi	3/23/2012	5/8/2013
Roe 1172	Carrie Hamson	3/23/2012	5/8/2013
Roe 1173	David Hamson	3/23/2012	5/8/2013
Roe 1174	Dean Hanano	3/23/2012	5/8/2013
Roe 1175	James Hanlon	3/23/2012	5/8/2013
Roe 1176	James Hanlon	3/23/2012	5/8/2013
Roe 1177	Harald Hansen	3/23/2012	5/8/2013
Roe 1178	Christine Hanson	3/23/2012	5/8/2013
Roe 1180	Willis Hard	3/23/2012	5/8/2013
Roe 1181	Joseph Harnik	3/23/2012	5/8/2013
Roe 1182	David Harper	3/23/2012	5/8/2013
Roe 1183	Diane Harris	3/23/2012	5/8/2013
Roe 1184	James Harris	3/23/2012	5/8/2013
Roe 1185	Karen Harris	3/23/2012	5/8/2013
Roe 1186	Karen Hart	3/23/2012	5/8/2013
Roe 1187	Harvell Family Tr	3/23/2012	5/8/2013
Roe 1188	Gary Hathaway	3/23/2012	5/8/2013
Roe 1190	Donald Haydon	3/23/2012	5/8/2013
Roe 1191	Fusako Hazama	3/23/2012	5/8/2013
Roe 1192	Hideo Hazama	3/23/2012	5/8/2013
Roe 1193	Alice Heggen	3/23/2012	5/8/2013
Roe 1197	Corine Henninger	3/23/2012	5/8/2013
Roe 1198	Antonio Hernandez	3/23/2012	5/8/2013
Roe 1199	Carol Herr	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1200	Ronald Hetzner	3/23/2012	5/8/2013
Roe 1201	Geraldine Heynen	3/23/2012	5/8/2013
Roe 1202	HGJ LLC	3/23/2012	5/8/2013
Roe 1207	Eric Hillerman	3/23/2012	5/8/2013
Roe 1208	Marilyn Hinck	3/23/2012	5/8/2013
Roe 1212	Thong Ho	3/23/2012	5/8/2013
Roe 1214	Albert Hobayan	3/23/2012	5/8/2013
Roe 1215	Violeta Hobayan	3/23/2012	5/8/2013
Roe 1216	Paul Hodges	3/23/2012	5/8/2013
Roe 1217	Debra Hodsdon	3/23/2012	5/8/2013
Roe 1218	Steve Hodsdon	3/23/2012	5/8/2013
Roe 1219	Wilbert E. Decd Est of Hoffman	3/23/2012	5/8/2013
Roe 1220	Soledad Holguin	3/23/2012	5/8/2013
Roe 1221	Clarissia Holland	3/23/2012	5/8/2013
Roe 1225	Linda Homan	3/23/2012	5/8/2013
Roe 1226	Mathew Homan	3/23/2012	5/8/2013
Roe 1227	Che Hong	3/23/2012	5/8/2013
Roe 1229	Khai Hong	3/23/2012	5/8/2013
Roe 1231	Tony Hong	3/23/2012	5/8/2013
Roe 1232	Martha Hooper	3/23/2012	5/8/2013
Roe 1233	Gary Hoover	3/23/2012	5/8/2013
Roe 1234	Marilyn Hoover	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1235	J Hopper	3/23/2012	5/8/2013
Roe 1240	William Hoskins	3/23/2012	5/8/2013
Roe 1243	Janette Hourani	3/23/2012	5/8/2013
Roe 1244	Leslie Howe	3/23/2012	5/8/2013
Roe 1245	Hsiaoni Chang	3/23/2012	5/8/2013
Roe 1247	Marie Hubbard	3/23/2012	5/8/2013
Roe 1248	Cresencio Huerta	3/23/2012	5/8/2013
Roe 1249	Romeo Hughes	3/23/2012	5/8/2013
Roe 1252	Robert Hunt	3/23/2012	5/8/2013
Roe 1256	Amy Hwang	3/23/2012	5/8/2013
Roe 1258	Hyun Chul Lee	3/23/2012	5/8/2013
Roe 1259	Kiyoshi Ige	3/23/2012	5/8/2013
Roe 1260	Isidro Ignacio	3/23/2012	5/8/2013
Roe 1262	Veronica Ingersoll	3/23/2012	5/8/2013
Roe 1263	Martin Ingram	3/23/2012	5/8/2013
Roe 1265	Pasquale Ioele	3/23/2012	5/8/2013
Roe 1266	Joy Irish	3/23/2012	5/8/2013
Roe 1267	Robert Irish	3/23/2012	5/8/2013
Roe 1271	Fukuyo Twamoto	3/23/2012	5/8/2013
Roe 1274	Dietra Jackson	3/23/2012	5/8/2013
Roe 1276	Arnold Jacobsen	3/23/2012	5/8/2013
Roe 1277	Jagatri L and Xantha Dhawan	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1278	Richard James	3/23/2012	5/8/2013
Roe 1279	David Jauregui	3/23/2012	5/8/2013
Roe 1280	Isaura Jauregui	3/23/2012	5/8/2013
Roe 1283	Enid Jeffrey	3/23/2012	5/8/2013
Roe 1286	Bobby Jennings	3/23/2012	5/8/2013
Roe 1287	Patricia Jennings	3/23/2012	5/8/2013
Roe 1289	Enrique Jimenez	3/23/2012	5/8/2013
Roe 1291	Henry Johnson	3/23/2012	5/8/2013
Roe 1294	Betty Jones	3/23/2012	5/8/2013
Roe 1295	Christine Jones	3/23/2012	5/8/2013
Roe 1296	David Jones	3/23/2012	5/8/2013
Roe 1297	Esther Jones	3/23/2012	5/8/2013
Roe 1298	Harold Jones	3/23/2012	5/8/2013
Roe 1301	Morton Juhl	3/23/2012	5/8/2013
Roe 1302	K A Investment Co LLC	3/23/2012	5/8/2013
Roe 1303	Isako Kagehiro	3/23/2012	5/8/2013
Roe 1304	Kenichi Kagehiro	3/23/2012	5/8/2013
Roe 1305	Mitsue Kanamori	3/23/2012	5/8/2013
Roe 1307	Katsuko Kariya	3/23/2012	5/8/2013
Roe 1308	Katsumi Kariya	3/23/2012	5/8/2013
Roe 1309	Nicholas Karthas	3/23/2012	5/8/2013
Roe 1310	Colleen Kasper	3/23/2012	5/8/2013
Roe 1311	Gordon Katsion	3/23/2012	5/8/2013
Roe 1312	Kaufler Trust	3/23/2012	

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1313	Wayne Kawamoto	3/23/2012	5/8/2013
Roe 1314	Nancy Kawamura	3/23/2012	5/8/2013
Roe 1315	Yasuko Kawamura	3/23/2012	5/8/2013
Roe 1316	Keast Fmly Tr	3/23/2012	5/8/2013
Roe 1317	Keck Fmly Tr	3/23/2012	5/8/2013
Roe 1319	Arpineh Keklikian	3/23/2012	5/8/2013
Roe 1320	Missak Keklikian	3/23/2012	5/8/2013
Roe 1321	Marie Kendrick	3/23/2012	5/8/2013
Roe 1324	Joel Kettenring	3/23/2012	5/8/2013
Roe 1325	Pauline Kettenring	3/23/2012	5/8/2013
Roe 1326	Harriet Kettles	3/23/2012	5/8/2013
Roe 1327	Sandra Key	3/23/2012	5/8/2013
Roe 1331	Fadi Khater	3/23/2012	5/8/2013
Roe 1332	Lorna Kila	3/23/2012	5/8/2013
Roe 1334	Soo Kim	3/23/2012	5/8/2013
Roe 1337	Carol Kinat	3/23/2012	5/8/2013
Roe 1338	Chun King	3/23/2012	5/8/2013
Roe 1339	William King	3/23/2012	5/8/2013
Roe 1341	Freda Kirkland	3/23/2012	5/8/2013
Roe 1345	Howard Klekar	3/23/2012	5/8/2013
Roe 1346	Frank Klojda	3/23/2012	5/8/2013
Roe 1348	Irene Knapp	3/23/2012	5/8/2013
Roe 1349	Kobayashi Family Trust	3/23/2012	5/8/2013
Roe 1351	Josephine Kollar	3/23/2012	5/8/2013
Roe 1352	William Kookan	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1353	John Kotszewa	3/23/2012	5/8/2013
Roe 1354	Marlene Kotszewa	3/23/2012	5/8/2013
Roe 1356	Pamela Kousen	3/23/2012	5/8/2013
Roe 1358	Robert Kramer	3/23/2012	5/8/2013
Roe 1359	David Ku	3/23/2012	5/8/2013
Roe 1360	Sou Ku	3/23/2012	5/8/2013
Roe 1362	Terry Kuchta	3/23/2012	5/8/2013
Roe 1363	Seishi Kumagai	3/23/2012	5/8/2013
Roe 1364	Wei Kung	3/23/2012	5/8/2013
Roe 1366	Julia Kyle	3/23/2012	5/8/2013
Roe 1367	Jean La Porte	3/23/2012	5/8/2013
Roe 1368	Lilia Laguerta	3/23/2012	5/8/2013
Roe 1369	Deloris Lambert	3/23/2012	5/8/2013
Roe 1370	Nancy Lambert	3/23/2012	5/8/2013
Roe 1371	Lancaster Blvd	3/23/2012	5/8/2013
Roe 1372	Lancaster Blvd and 42nd St West	3/23/2012	5/8/2013
Roe 1373	Lancaster New Horizons	3/23/2012	5/8/2013
Roe 1374	Pearl Landau	3/23/2012	5/8/2013
Roe 1375	William Landau	3/23/2012	5/8/2013
Roe 1376	Jesus Landeverde	3/23/2012	5/8/2013
Roe 1378	Roberto Landeros	3/23/2012	5/8/2013
Roe 1382	William Lanier	3/23/2012	5/8/2013
Roe 1383	Ann Lanktree	3/23/2012	5/8/2013
Roe 1386	Bonnie Large	3/23/2012	5/8/2013
Roe 1387	Robert Large	3/23/2012	5/8/2013
Roe 1388	Samson Larranaga	3/23/2012	5/8/2013
Roe 1390	Alton Law	3/23/2012	5/8/2013
Roe 1391	Michael Lawrence	3/23/2012	5/8/2013
Roe 1392	Louie Laymance	3/23/2012	5/8/2013
Roe 1395	Conrado Lazo	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1398	Loi Le	3/23/2012	5/8/2013
Roe 1400	Suong Le	3/23/2012	5/8/2013
Roe 1401	Yen Le	3/23/2012	5/8/2013
Roe 1402	Cornelius Leary	3/23/2012	5/8/2013
Roe 1404	Margaret Lebrecht	3/23/2012	5/8/2013
Roe 1405	Chi Lee	3/23/2012	5/8/2013
Roe 1406	Delano Lee	3/23/2012	5/8/2013
Roe 1407	Jim Lee	3/23/2012	5/8/2013
Roe 1408	Mai Lee	3/23/2012	5/8/2013
Roe 1409	Ting Lee	3/23/2012	5/8/2013
Roe 1412	Aurelia Legaspi	3/23/2012	5/8/2013
Roe 1413	Felimon Legaspi	3/23/2012	5/8/2013
Roe 1415	Leighton Leno	3/23/2012	5/8/2013
Roe 1416	Nancy Leno	3/23/2012	5/8/2013
Roe 1418	Mariane Lesiak	3/23/2012	5/8/2013
Roe 1419	Max Lesiak	3/23/2012	5/8/2013
Roe 1420	Ramie Leung	3/23/2012	5/8/2013
Roe 1425	Rudolfo Libed	3/23/2012	5/8/2013
Roe 1426	Lien Family Survivors Trust	3/23/2012	5/8/2013
Roe 1427	Michael Liggett	3/23/2012	5/8/2013
Roe 1428	Camila Lim	3/23/2012	5/8/2013
Roe 1429	Leonore Limos	3/23/2012	5/8/2013
Roe 1430	Tachung Lin	3/23/2012	5/8/2013
Roe 1431	Donald Linde	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1432	Ling Ling Fang	3/23/2012	5/8/2013
Roe 1433	Lilla Liong	3/23/2012	5/8/2013
Roe 1434	Chih Liu	3/23/2012	5/8/2013
Roe 1435	Suh Liu	3/23/2012	5/8/2013
Roe 1436	Shirley Lizotte	3/23/2012	5/8/2013
Roe 1437	Edith Llanda	3/23/2012	5/8/2013
Roe 1438	Lloyd F Avery Tr	3/23/2012	5/8/2013
Roe 1441	Carmelita Locsin	3/23/2012	5/8/2013
Roe 1442	Hilario Locsin	3/23/2012	5/8/2013
Roe 1443	Mary Logue	3/23/2012	5/8/2013
Roe 1444	Thanh Loi	3/23/2012	5/8/2013
Roe 1445	Lola R Johnson Trust	3/23/2012	5/8/2013
Roe 1446	Lombardo Fmly Rev Liv Tr	3/23/2012	5/8/2013
Roe 1448	Thomas Lopac	3/23/2012	5/8/2013
Roe 1449	Mark Lopez	3/23/2012	5/8/2013
Roe 1450	Olivia Lopez	3/23/2012	5/8/2013
Roe 1451	Victor Lopez	3/23/2012	
Roe 1452	Bernard Los Banos	3/23/2012	
Roe 1455	Charles Lowery	3/23/2012	
Roe 1458	Eva Lubbers	3/23/2012	
Roe 1459	Robert Lucero	3/23/2012	5/8/2013
Roe 1460	Maria Ludovico	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1461	Mike Ly	3/23/2012	5/8/2013
Roe 1462	Patricia Lynch	3/23/2012	
Roe 1464	Christi Lyons	3/23/2012	
Roe 1465	John Lyons	3/23/2012	
Roe 1466	M14 Development LLC	3/23/2012	
Roe 1467	Bernadette Macadaeg	3/23/2012	
Roe 1468	Jeanenne Mace	3/23/2012	5/8/2013
Roe 1469	Mark Mace	3/23/2012	5/8/2013
Roe 1470	Antonio Macias	3/23/2012	
Roe 1471	Benjamin Macias	3/23/2012	5/8/2013
Roe 1472	Martina Macias	3/23/2012	
Roe 1473	James Mackel	3/23/2012	5/8/2013
Roe 1474	Antonio Madrigal	3/23/2012	
Roe 1475	Cecilia Magalona	3/23/2012	
Roe 1476	Pale Mageo	3/23/2012	
Roe 1477	Patrocinio Maglaya	3/23/2012	
Roe 1478	Robert Magliano	3/23/2012	
Roe 1479	Rosalin Magliano	3/23/2012	

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1480	Rolado Magtaas	3/23/2012	
Roe 1482	Vanna Mak	3/23/2012	
Roe 1483	Angela Malay	3/23/2012	
Roe 1484	Narciso Malit	3/23/2012	5/8/2013
Roe 1485	Lorie Manay	3/23/2012	
Roe 1486	Luzviminda Mandac	3/23/2012	
Roe 1487	David Manery	3/23/2012	
Roe 1488	Carol Mannino	3/23/2012	
Roe 1489	Charito Manuel	3/23/2012	
Roe 1492	Charles Manzo	3/23/2012	5/8/2013
Roe 1493	Rudolph Maravich	3/23/2012	5/8/2013
Roe 1494	Maree J De Lano Tr.	3/23/2012	5/8/2013
Roe 1496	Helen Marotta	3/23/2012	5/8/2013
Roe 1497	Alfredo Marquez	3/23/2012	5/8/2013
Roe 1498	Manuela Marquez	3/23/2012	5/8/2013
Roe 1501	Mary Marsh	3/23/2012	5/8/2013
Roe 1503	Byrn Marshall	3/23/2012	5/8/2013
Roe 1506	Alma Martin	3/23/2012	5/8/2013
Roe 1507	Arthur Martin	3/23/2012	5/8/2013
Roe 1508	Barbara Martin	3/23/2012	5/8/2013
Roe 1509	Thomas Martin	3/23/2012	5/8/2013
Roe 1510	Francisco Martinez	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1512	Jesus Martinez	3/23/2012	5/8/2013
Roe 1514	Maria Martinez	3/23/2012	5/8/2013
Roe 1515	Robert Martinez	3/23/2012	5/8/2013
Roe 1523	Mildred Mason	3/23/2012	5/8/2013
Roe 1524	Donald Masters	3/23/2012	5/8/2013
Roe 1526	Rosario Mata	3/23/2012	5/8/2013
Roe 1528	Sumiko Matsushima	3/23/2012	5/8/2013
Roe 1529	Fulton Matthews	3/23/2012	5/8/2013
Roe 1530	Matthew Maurice	3/23/2012	5/8/2013
Roe 1531	Shirley Maxilom	3/23/2012	5/8/2013
Roe 1532	Catherine Maxwell	3/23/2012	5/8/2013
Roe 1535	Gustauo Mazariegos	3/23/2012	5/8/2013
Roe 1536	Linda Mazariegos	3/23/2012	5/8/2013
Roe 1539	Raymond Mc Kay	3/23/2012	5/8/2013
Roe 1540	B Mc Laren	3/23/2012	5/8/2013
Roe 1541	Brian Mc Laughlin	3/23/2012	5/8/2013
Roe 1542	Rae McAllister	3/23/2012	5/8/2013
Roe 1543	Julienne McCalman	3/23/2012	5/8/2013
Roe 1544	Walter McCalman	3/23/2012	5/8/2013
Roe 1545	Loreta McClain	3/23/2012	5/8/2013
Roe 1546	Susan McCline	3/23/2012	5/8/2013
Roe 1547	Donan McClung	3/23/2012	5/8/2013
Roe 1548	Frederick McCool	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1549	Rita McCool	3/23/2012	5/8/2013
Roe 1550	Jerrie McDowell	3/23/2012	5/8/2013
Roe 1551	Patty McGahan	3/23/2012	5/8/2013
Roe 1553	Edwin McNinch	3/23/2012	5/8/2013
Roe 1554	Margaret McNinch	3/23/2012	5/8/2013
Roe 1557	Julian Medina	3/23/2012	5/8/2013
Roe 1558	Juana Mejia	3/23/2012	5/8/2013
Roe 1559	Leonard Mellow	3/23/2012	5/8/2013
Roe 1560	Alfredo Mendoza	3/23/2012	5/8/2013
Roe 1561	Cuauhtemoc Mendoza	3/23/2012	5/8/2013
Roe 1563	Herminia Messier	3/23/2012	5/8/2013
Roe 1564	Leonard Messier	3/23/2012	5/8/2013
Roe 1565	David Meyer	3/23/2012	5/8/2013
Roe 1566	Lisa Meyer	3/23/2012	5/8/2013
Roe 1567	Meyer Crest Ltd	3/23/2012	5/8/2013
Roe 1568	Meyer Crest Ltr	3/23/2012	5/8/2013
Roe 1571	Hisao Mihara	3/23/2012	5/8/2013
Roe 1572	Molly Mikel	3/23/2012	5/8/2013
Roe 1573	Sam Mikel	3/23/2012	5/8/2013
Roe 1575	Linda Miller	3/23/2012	5/8/2013
Roe 1576	Nancy Miller	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1577	Raymond Miller	3/23/2012	5/8/2013
Roe 1578	Richard Miller	3/23/2012	5/8/2013
Roe 1579	Steven Miller	3/23/2012	5/8/2013
Roe 1583	Lieu Minh	3/23/2012	5/8/2013
Roe 1584	Van Minh	3/23/2012	5/8/2013
Roe 1585	Salvador Miranda	3/23/2012	5/8/2013
Roe 1586	Morteza Mirkazemi	3/23/2012	5/8/2013
Roe 1587	Susan Mirkazemi	3/23/2012	5/8/2013
Roe 1590	Janice Mitsushima	3/23/2012	5/8/2013
Roe 1593	Chiung Mo	3/23/2012	5/8/2013
Roe 1595	Bjorn Moene	3/23/2012	5/8/2013
Roe 1596	Celina Molina	3/23/2012	5/8/2013
Roe 1598	Patricio Moneda	3/23/2012	5/8/2013
Roe 1599	Saeed Monfared	3/23/2012	5/8/2013
Roe 1600	Eusebio Montemayor	3/23/2012	5/8/2013
Roe 1601	Maria Montes	3/23/2012	5/8/2013
Roe 1602	Judith Moore	3/23/2012	5/8/2013
Roe 1603	Thomas Moore	3/23/2012	5/8/2013
Roe 1604	William Moore	3/23/2012	5/8/2013
Roe 1605	Michael Moreno	3/23/2012	5/8/2013
Roe 1606	Ritsuko Mori	3/23/2012	5/8/2013
Roe 1607	John Morris	3/23/2012	5/8/2013
Roe 1609	Mary Moses	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1610	Firouzeh Motavvef	3/23/2012	5/8/2013
Roe 1611	Mansoor Motavvef	3/23/2012	5/8/2013
Roe 1612	Girard Moughalian	3/23/2012	5/8/2013
Roe 1613	Renate Moughalian	3/23/2012	5/8/2013
Roe 1614	Marilyn Mudgett	3/23/2012	5/8/2013
Roe 1615	Brandon Mullins	3/23/2012	5/8/2013
Roe 1616	Maia Mulvena	3/23/2012	5/8/2013
Roe 1618	Emma Mungia	3/23/2012	5/8/2013
Roe 1620	Dan Munz	3/23/2012	5/8/2013
Roe 1623	Bronwyn Murdock	3/23/2012	5/8/2013
Roe 1624	Estela Muro	3/23/2012	5/8/2013
Roe 1626	Murtaugh Survivors Trust	3/23/2012	5/8/2013
Roe 1628	Duk Myung	3/23/2012	5/8/2013
Roe 1629	Hyun Myung	3/23/2012	5/8/2013
Roe 1631	Mary Nadwodny	3/23/2012	5/8/2013
Roe 1635	Satoye Nakamichi	3/23/2012	5/8/2013
Roe 1636	Yoshito Nakashima	3/23/2012	5/8/2013
Roe 1637	Shizuko Nakawatase	3/23/2012	5/8/2013
Roe 1638	Yoshitaka Nakawatase	3/23/2012	5/8/2013
Roe 1639	Jim Nanamkin	3/23/2012	5/8/2013
Roe 1640	David Naputi	3/23/2012	5/8/2013
Roe 1642	Nationwide Asset Management LP	3/23/2012	5/8/2013
Roe 1643	Charyl Naval	3/23/2012	5/8/2013
Roe 1645	Andrea Navarro	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1647	Jose Navarro	3/23/2012	5/8/2013
Roe 1651	Dorwin Newman	3/23/2012	5/8/2013
Roe 1652	Shirley Newman	3/23/2012	5/8/2013
Roe 1653	Newsom Family Trust	3/23/2012	5/8/2013
Roe 1654	Binh Ngo	3/23/2012	5/8/2013
Roe 1655	Anthony Nguyen	3/23/2012	5/8/2013
Roe 1656	Danny Nguyen	3/23/2012	5/8/2013
Roe 1657	Frank Nguyen	3/23/2012	5/8/2013
Roe 1658	Ngoc Nguyen	3/23/2012	5/8/2013
Roe 1659	Nguyet Nguyen	3/23/2012	5/8/2013
Roe 1660	Sonnie Nguyen	3/23/2012	5/8/2013
Roe 1661	Thanh Nguyen	3/23/2012	5/8/2013
Roe 1665	Gerard Nicholson	3/23/2012	5/8/2013
Roe 1666	Marie Nicholson	3/23/2012	5/8/2013
Roe 1668	Eric Nishida	3/23/2012	5/8/2013
Roe 1670	Lydia Nixon	3/23/2012	5/8/2013
Roe 1672	Dixie Noel	3/23/2012	5/8/2013
Roe 1674	Mark Noterman	3/23/2012	5/8/2013
Roe 1675	Yvette Noterman	3/23/2012	5/8/2013
Roe 1676	Nancy Nou	3/23/2012	5/8/2013
Roe 1677	Cipriano Noveloso	3/23/2012	5/8/2013
Roe 1678	Dolores Noveloso	3/23/2012	5/8/2013
Roe 1679	Henry Nozaki	3/23/2012	5/8/2013
Roe 1680	Naomi Nozaki	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1681	Mary Nutter	3/23/2012	5/8/2013
Roe 1682	Merle Oberg	3/23/2012	5/8/2013
Roe 1683	Timothy Oconnor	3/23/2012	5/8/2013
Roe 1684	Jessie Ohta	3/23/2012	5/8/2013
Roe 1685	Haruto Okihara	3/23/2012	5/8/2013
Roe 1687	Rick Olivas	3/23/2012	5/8/2013
Roe 1688	Olson Family Trust	3/23/2012	5/8/2013
Roe 1691	Adoracion Orara	3/23/2012	5/8/2013
Roe 1692	Francisco Orara	3/23/2012	5/8/2013
Roe 1694	Evelyn Ortega	3/23/2012	5/8/2013
Roe 1695	Joe Mari Ortega	3/23/2012	5/8/2013
Roe 1696	Pedro Ortega	3/23/2012	5/8/2013
Roe 1698	Doris Oshiro	3/23/2012	5/8/2013
Roe 1699	Firooz Oskooi	3/23/2012	5/8/2013
Roe 1705	Charlene Padgett	3/23/2012	5/8/2013
Roe 1706	Roy Padgett	3/23/2012	5/8/2013
Roe 1707	Marta Padilla	3/23/2012	5/8/2013
Roe 1708	Paz Padilla	3/23/2012	5/8/2013

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Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1709	Claire Padua	3/23/2012	5/8/2013
Roe 1711	Leonida Pagdilao	3/23/2012	5/8/2013
Roe 1712	Julio Palacio	3/23/2012	5/8/2013
Roe 1714	Palmdale 5th Street West LLC	3/23/2012	5/8/2013
Roe 1715	Palmdale Family Housing	3/23/2012	5/8/2013
Roe 1716	Palmdale Lodging Associates LLC	3/23/2012	5/8/2013
Roe 1717	Palmdale Mobile Park LLC	3/23/2012	5/8/2013
Roe 1719	Eugenio Paredes	3/23/2012	5/8/2013
Roe 1722	Inyoung Park	3/23/2012	5/8/2013
Roe 1728	Jose Pastrano	3/23/2012	5/8/2013
Roe 1730	Sally Patino	3/23/2012	5/8/2013
Roe 1732	Adrian Pauling	3/23/2012	5/8/2013
Roe 1738	Vicenta Pena	3/23/2012	5/8/2013
Roe 1740	Michael Pereira	3/23/2012	5/8/2013
Roe 1741	Rosa Perez	3/23/2012	5/8/2013
Roe 1742	PH Rosamond LLC	3/23/2012	5/8/2013
Roe 1743	Orrin Phillips	3/23/2012	5/8/2013
Roe 1744	Paul Pieratt	3/23/2012	5/8/2013
Roe 1748	Arthur Pizano	3/23/2012	5/8/2013
Roe 1750	Tavil Ployngam	3/23/2012	5/8/2013
Roe 1751	Perla Pollard	3/23/2012	5/8/2013
Roe 1752	Robert Pollard	3/23/2012	5/8/2013
Roe 1755	Poole Family Tr	3/23/2012	5/8/2013
Roe 1756	Dora Porcari	3/23/2012	5/8/2013
Roe 1760	Robert Potter	3/23/2012	5/8/2013
Roe 1762	Waraya Pratanthip	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1764	Romano Procida	3/23/2012	5/8/2013
Roe 1765	Bruno Prodan	3/23/2012	5/8/2013
Roe 1766	Rosa Prodan	3/23/2012	5/8/2013
Roe 1767	PVK Family Limited Ptn	3/23/2012	5/8/2013
Roe 1768	Quan Quoc Pham	3/23/2012	5/8/2013
Roe 1769	Quantumcue Inc	3/23/2012	5/8/2013
Roe 1770	Bella Questin	3/23/2012	5/8/2013
Roe 1773	Mary Quinlan	3/23/2012	5/8/2013
Roe 1774	Theodore Rabena	3/23/2012	5/8/2013
Roe 1776	Armando Raguine	3/23/2012	5/8/2013
Roe 1778	Gay Ralphs	3/23/2012	5/8/2013
Roe 1779	Fred Rampe	3/23/2012	5/8/2013
Roe 1780	Felicitas Ranada	3/23/2012	5/8/2013
Roe 1782	Mahmud Rawjee	3/23/2012	5/8/2013
Roe 1783	Fereidoun Razavi	3/23/2012	5/8/2013
Roe 1784	Clarence Razer	3/23/2012	5/8/2013
Roe 1785	Jean Razer	3/23/2012	5/8/2013
Roe 1786	Joan Reach	3/23/2012	5/8/2013
Roe 1788	Robert Reed	3/23/2012	5/8/2013
Roe 1789	Barbara Reff	3/23/2012	5/8/2013
Roe 1790	Herbert Reff	3/23/2012	5/8/2013
Roe 1791	Mary Reid	3/23/2012	5/8/2013
Roe 1795	Concepcion Reyes	3/23/2012	5/8/2013
Roe 1796	Elizabeth Reyes	3/23/2012	5/8/2013
Roe 1797	Ernesto Reyes	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1798	Vicente Reyes	3/23/2012	5/8/2013
Roe 1801	Sei Rhee	3/23/2012	5/8/2013
Roe 1803	Susan Rhoda	3/23/2012	5/8/2013
Roe 1804	Michele Rhoden	3/23/2012	5/8/2013
Roe 1805	Morris Richards	3/23/2012	5/8/2013
Roe 1807	Ronald Ricketts	3/23/2012	5/8/2013
Roe 1810	Anita Rider	3/23/2012	5/8/2013
Roe 1811	Florence Rimando	3/23/2012	5/8/2013
Roe 1812	Ruben Rimando	3/23/2012	5/8/2013
Roe 1813	Maria Rios	3/23/2012	5/8/2013
Roe 1814	Nicolas Rios	3/23/2012	5/8/2013
Roe 1815	Joyce Ripperda	3/23/2012	5/8/2013
Roe 1816	James Rippon	3/23/2012	5/8/2013
Roe 1818	George Rivera	3/23/2012	5/8/2013
Roe 1820	David Robbie	3/23/2012	5/8/2013
Roe 1821	Kinue Robbie	3/23/2012	5/8/2013
Roe 1822	Tracy Roberson	3/23/2012	5/8/2013
Roe 1824	Charles Robertson	3/23/2012	5/8/2013
Roe 1825	Albert Rodarte	3/23/2012	5/8/2013
Roe 1826	Concepcion Rodriguez	3/23/2012	5/8/2013
Roe 1827	Guadalupe Rodriguez	3/23/2012	5/8/2013
Roe 1828	Ignacio Rodriguez	3/23/2012	5/8/2013
Roe 1829	John Rodriguez	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1831	Roquemore Tr	3/23/2012	5/8/2013
Roe 1832	Russell Rosenberry	3/23/2012	5/8/2013
Roe 1835	Robert Rosenthal	3/23/2012	5/8/2013
Roe 1836	Ross Rebar Co., Inc.	3/23/2012	5/8/2013
Roe 1837	Richard Rottgering	3/23/2012	5/8/2013
Roe 1838	Trisha Rowe	3/23/2012	5/8/2013
Roe 1839	Marshall Rowen	3/23/2012	5/8/2013
Roe 1840	Myra Rowland	3/23/2012	5/8/2013
Roe 1841	Sidney Ru	3/23/2012	5/8/2013
Roe 1842	James Rubenstein	3/23/2012	5/8/2013
Roe 1846	Dewey Runkle	3/23/2012	5/8/2013
Roe 1847	Lynn Ruona	3/23/2012	5/8/2013
Roe 1848	Frederick Ruopp	3/23/2012	5/8/2013
Roe 1849	Berna Russell	3/23/2012	5/8/2013
Roe 1850	Helen Russell	3/23/2012	5/8/2013
Roe 1851	Patricia Ruston	3/23/2012	5/8/2013
Roe 1852	Tom Ruston	3/23/2012	5/8/2013
Roe 1854	Hermogenes Sacman	3/23/2012	5/8/2013
Roe 1860	Katsuji Saito	3/23/2012	5/8/2013
Roe 1861	Gabriel Salazar	3/23/2012	5/8/2013
Roe 1862	Hoger Saleh	3/23/2012	5/8/2013
Roe 1863	Betty Sallen	3/23/2012	5/8/2013
Roe 1864	Joseph Sallen	3/23/2012	5/8/2013
Roe 1865	San Diego French American	3/23/2012	5/8/2013
Roe 1867	Francisco Sanchez	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1868	Maria Sanchez	3/23/2012	5/8/2013
Roe 1869	Gregorio Santos	3/23/2012	5/8/2013
Roe 1870	Jose Saromines	3/23/2012	5/8/2013
Roe 1872	Sasaki Family Trust 1995	3/23/2012	5/8/2013
Roe 1873	Karen Sauer	3/23/2012	5/8/2013
Roe 1874	Amy Say	3/23/2012	5/8/2013
Roe 1875	William Schad	3/23/2012	5/8/2013
Roe 1876	Alice Schaeffer	3/23/2012	5/8/2013
Roe 1877	Bud Schaeffer	3/23/2012	5/8/2013
Roe 1884	Judith Schlegel	3/23/2012	5/8/2013
Roe 1885	Stephen Schlegel	3/23/2012	5/8/2013
Roe 1887	Hazel Schoepflin	3/23/2012	5/8/2013
Roe 1888	Niel Schoepflin	3/23/2012	5/8/2013
Roe 1891	John Schulte	3/23/2012	5/8/2013
Roe 1892	Philip Schultz	3/23/2012	5/8/2013
Roe 1893	Betty Scidmore	3/23/2012	5/8/2013
Roe 1894	Robert Scott	3/23/2012	5/8/2013
Roe 1895	Patricia Scruggs	3/23/2012	5/8/2013
Roe 1897	Henry Segrove	3/23/2012	5/8/2013
Roe 1898	Florence Seibert	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1899	Alvin Selnick	3/23/2012	5/8/2013
Roe 1901	Carl Semotan	3/23/2012	5/8/2013
Roe 1903	Ralph Sexton	3/23/2012	5/8/2013
Roe 1904	Eugenia Shadd	3/23/2012	5/8/2013
Roe 1905	William Shannon	3/23/2012	5/8/2013
Roe 1908	Catherine Shearer	3/23/2012	5/8/2013
Roe 1909	Shearer Marital Trust	3/23/2012	5/8/2013
Roe 1911	Earnest Sherman	3/23/2012	5/8/2013
Roe 1912	Hajime Shibuya	3/23/2012	5/8/2013
Roe 1913	Kyoko Shibuya	3/23/2012	5/8/2013
Roe 1914	Lupe Shimabukuro	3/23/2012	5/8/2013
Roe 1915	Rodney Shimabukuro	3/23/2012	5/8/2013
Roe 1916	Yoshiaki Shimizu	3/23/2012	5/8/2013
Roe 1917	Shogo Shimomura	3/23/2012	5/8/2013
Roe 1918	Alves Shiu	3/23/2012	5/8/2013
Roe 1919	Benjamin Shlomi	3/23/2012	5/8/2013
Roe 1920	Behrouz Shokri	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1921	Fariba Shokri	3/23/2012	5/8/2013
Roe 1924	Lolita Sicat	3/23/2012	5/8/2013
Roe 1925	Jakob Siccama	3/23/2012	5/8/2013
Roe 1928	Sierra Gateway Resolution LLC	3/23/2012	5/8/2013
Roe 1930	Edward Simon	3/23/2012	5/8/2013
Roe 1932	Gora Singh	3/23/2012	5/8/2013
Roe 1933	Tina Singh	3/23/2012	5/8/2013
Roe 1935	Esther Siville	3/23/2012	5/8/2013
Roe 1936	Siville Family Trust	3/23/2012	5/8/2013
Roe 1937	Charles Skaggs	3/23/2012	5/8/2013
Roe 1938	Rebecca Skaggs	3/23/2012	5/8/2013
Roe 1939	Georgette Skiadas	3/23/2012	5/8/2013
Roe 1941	Charles Skinner	3/23/2012	5/8/2013
Roe 1942	Sharren Skinner	3/23/2012	5/8/2013
Roe 1943	Frank Small	3/23/2012	5/8/2013
Roe 1945	Chong Smith	3/23/2012	5/8/2013
Roe 1946	Jack Smith	3/23/2012	5/8/2013
Roe 1948	Larry Smith	3/23/2012	5/8/2013
Roe 1951	Robert Smith	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1953	Gary Snyder	3/23/2012	5/8/2013
Roe 1956	Konstantinos Soteropoulos	3/23/2012	5/8/2013
Roe 1957	Juan Soto	3/23/2012	5/8/2013
Roe 1958	James South	3/23/2012	5/8/2013
Roe 1961	Edward Sovich	3/23/2012	5/8/2013
Roe 1963	T Spenard	3/23/2012	5/8/2013
Roe 1964	Francis Sperling	3/23/2012	5/8/2013
Roe 1965	David Sserunkuma	3/23/2012	5/8/2013
Roe 1967	Virginia Stadler	3/23/2012	5/8/2013
Roe 1969	Alan Stenerson	3/23/2012	5/8/2013
Roe 1971	Teresita Sterkel	3/23/2012	5/8/2013
Roe 1973	Nicole Stetson	3/23/2012	5/8/2013
Roe 1975	Stipancic Tr	3/23/2012	5/8/2013
Roe 1976	Brian Stone	3/23/2012	5/8/2013
Roe 1977	Lois Stover	3/23/2012	5/8/2013
Roe 1980	Wilma Stremel	3/23/2012	5/8/2013
Roe 1981	Thomas Striegler	3/23/2012	5/8/2013
Roe 1982	Steve Stubner	3/23/2012	5/8/2013
Roe 1983	Guzel Sturm	3/23/2012	5/8/2013
Roe 1987	Jordan Sugarman	3/23/2012	5/8/2013
Roe 1988	Ruth Sugarman	3/23/2012	5/8/2013
Roe 1991	Eugene Summers	3/23/2012	5/8/2013
Roe 1993	Queenie Summers	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 1995	Frana Sunjka	3/23/2012	5/8/2013
Roe 1996	Joseph Sunjka	3/23/2012	5/8/2013
Roe 1997	Sunlight Townhome LLC	3/23/2012	5/8/2013
Roe 1998	Lenny Supa	3/23/2012	5/8/2013
Roe 2000	Fadia Sweis	3/23/2012	5/8/2013
Roe 2001	Samir Sweis	3/23/2012	5/8/2013
Roe 2002	Ethel Szeto	3/23/2012	5/8/2013
Roe 2003	T L Squared LLC	3/23/2012	5/8/2013
Roe 2005	Takashi Takagi	3/23/2012	5/8/2013
Roe 2006	Reiko Takashita	3/23/2012	5/8/2013
Roe 2008	Grover Talley	3/23/2012	5/8/2013
Roe 2009	Herbert Tam	3/23/2012	5/8/2013
Roe 2010	Cres Tamayo	3/23/2012	5/8/2013
Roe 2011	Macario Tamayo	3/23/2012	5/8/2013
Roe 2012	Corazon Tan	3/23/2012	5/8/2013
Roe 2013	Fidelino Tan	3/23/2012	5/8/2013
Roe 2014	Alice Tanaka	3/23/2012	5/8/2013
Roe 2015	Roy Tanaka	3/23/2012	5/8/2013
Roe 2017	Robin Taniguchi	3/23/2012	
Roe 2018	Chi-Kwang Tao	3/23/2012	
Roe 2019	Ting-Ning Tao	3/23/2012	
Roe 2020	George Tapia	3/23/2012	

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 2021	F Taylor	3/23/2012	
Roe 2026	Fumio Teruya	3/23/2012	
Roe 2027	Hisako Teruya	3/23/2012	
Roe 2032	Mary Thompson	3/23/2012	
Roe 2033	William Thompson	3/23/2012	5/8/2013
Roe 2036	Thyra Retzke Family Trust	3/23/2012	
Roe 2037	Ronald Tichauer	3/23/2012	5/8/2013
Roe 2038	Louise Tiendas	3/23/2012	
Roe 2039	Tertius Tiendas	3/23/2012	
Roe 2041	Chiang Ting	3/23/2012	
Roe 2042	Insurance Title	3/23/2012	
Roe 2043	Title Insurance and Trust Company	3/23/2012	
Roe 2044	Lynn Tivens	3/23/2012	
Roe 2045	Arthur Tobin	3/23/2012	
Roe 2046	Hilda Tobin	3/23/2012	
Roe 2047	Today Investment Group LLC	3/23/2012	5/8/2013
Roe 2050	Alice Tomei	3/23/2012	

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 2051	Ralph Tomei	3/23/2012	
Roe 2052	Glen Tomkiewicz	3/23/2012	
Roe 2053	Jill Tomkiewicz	3/23/2012	
Roe 2054	Benny Tomlinson	3/23/2012	
Roe 2055	Dalisay Torres	3/23/2012	
Roe 2056	Edilberto Torres	3/23/2012	
Roe 2057	Nerio Torres	3/23/2012	
Roe 2058	Shirley Torres	3/23/2012	
Roe 2059	Victor Torres	3/23/2012	
Roe 2061	Felipe Tovar	3/23/2012	5/8/2013
Roe 2063	Huynh Tran	3/23/2012	
Roe 2064	Jeannie Tran	3/23/2012	
Roe 2065	Sharon Tremblay	3/23/2012	
Roe 2066	Emma Trochim	3/23/2012	
Roe 2069	Jenny Truong	3/23/2012	
Roe 2071	Liu Fang Tsen	3/23/2012	
Roe 2073	Gail Tsuhako	3/23/2012	

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 2074	John Tshako	3/23/2012	
Roe 2078	Arthur Ulat	3/23/2012	
Roe 2079	Eldena Ulat	3/23/2012	
Roe 2080	Richard Unfried	3/23/2012	
Roe 2081	Hoa Uong	3/23/2012	
Roe 2083	Leslie Urban	3/23/2012	
Roe 2084	Civ Ushigome	3/23/2012	
Roe 2086	Amelia Uyehara	3/23/2012	
Roe 2087	Eddie Uyehara	3/23/2012	
Roe 2090	Elpidio Valdez	3/23/2012	
Roe 2092	Max Van Runkle	3/23/2012	5/8/2013
Roe 2093	Evangeline Vance	3/23/2012	5/8/2013
Roe 2094	Donna Vandergroen	3/23/2012	5/8/2013
Roe 2095	Ronald Vandergroen	3/23/2012	5/8/2013
Roe 2096	Victor Varela	3/23/2012	5/8/2013
Roe 2097	Danny Vaughn	3/23/2012	5/8/2013
Roe 2098	Gil Velchez	3/23/2012	5/8/2013
Roe 2099	Lolita Velchez	3/23/2012	5/8/2013
Roe 2100	Velur Properties LLC	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 2101	Venture Industrial LLC	3/23/2012	
Roe 2102	Crispino Vicari	3/23/2012	5/8/2013
Roe 2103	Isaias Vicens	3/23/2012	5/8/2013
Roe 2104	Bertha Villagomez	3/23/2012	5/8/2013
Roe 2105	Jose Villalpando	3/23/2012	5/8/2013
Roe 2106	Norma Villarente	3/23/2012	5/8/2013
Roe 2107	Doris Villegas	3/23/2012	5/8/2013
Roe 2108	Gregario Villegas	3/23/2012	5/8/2013
Roe 2109	Margarita Viloria	3/23/2012	5/8/2013
Roe 2110	Edward Vilt	3/23/2012	5/8/2013
Roe 2111	Rodger Virtue	3/23/2012	5/8/2013
Roe 2112	Danny Visitacion	3/23/2012	5/8/2013
Roe 2117	Richard Vonborcke	3/23/2012	5/8/2013
Roe 2118	Elisa Vondra	3/23/2012	5/8/2013
Roe 2119	James Vondra	3/23/2012	5/8/2013
Roe 2121	Robert Wade	3/23/2012	5/8/2013
Roe 2124	Daniel Walden	3/23/2012	5/8/2013
Roe 2125	Cecil Walker	3/23/2012	5/8/2013
Roe 2126	Grace Walker	3/23/2012	5/8/2013
Roe 2127	Patricia Wallace	3/23/2012	5/8/2013
Roe 2128	William Wallace	3/23/2012	5/8/2013
Roe 2134	Wong Wang	3/23/2012	5/8/2013
Roe 2135	William Warmington	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 2136	James Warner	3/23/2012	5/8/2013
Roe 2137	Leigh Warner	3/23/2012	5/8/2013
Roe 2138	Amy Watson	3/23/2012	5/8/2013
Roe 2139	Elizabeth Weaver	3/23/2012	5/8/2013
Roe 2140	George Webb	3/23/2012	5/8/2013
Roe 2141	Cecilia Wei	3/23/2012	5/8/2013
Roe 2142	Chung Wei	3/23/2012	5/8/2013
Roe 2143	Suhmei Wei	3/23/2012	5/8/2013
Roe 2145	Ival West	3/23/2012	5/8/2013
Roe 2147	Richard Wheaton	3/23/2012	5/8/2013
Roe 2148	Betty White	3/23/2012	5/8/2013
Roe 2149	Edward White	3/23/2012	5/8/2013
Roe 2150	James White	3/23/2012	5/8/2013
Roe 2151	Loretta White	3/23/2012	5/8/2013
Roe 2152	Vivian White	3/23/2012	5/8/2013
Roe 2153	Walt White	3/23/2012	5/8/2013
Roe 2158	Gary Wilcox	3/23/2012	5/8/2013
Roe 2160	Cynthia Williams	3/23/2012	5/8/2013
Roe 2161	Ronald Williams	3/23/2012	5/8/2013

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DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 2162	Williams Fmly Tr (NAK reads, "Williams Family Trust")	3/23/2012	5/8/2013
Roe 2164	Donald Wilson	3/23/2012	5/8/2013
Roe 2168	Wilson Family Tr	3/23/2012	5/8/2013
Roe 2169	Donald Winkler	3/23/2012	5/8/2013
Roe 2170	Susan Winkler	3/23/2012	5/8/2013
Roe 2171	Theresa Winters	3/23/2012	5/8/2013
Roe 2172	WKR360-6 LLC	3/23/2012	5/8/2013
Roe 2173	Heatwig Wloczyk	3/23/2012	5/8/2013
Roe 2175	Margaret Wolfe	3/23/2012	5/8/2013
Roe 2176	Otis Wolfe	3/23/2012	5/8/2013
Roe 2177	Gary Wong	3/23/2012	5/8/2013
Roe 2179	Mai Wong	3/23/2012	5/8/2013
Roe 2180	Karen Wonnell	3/23/2012	5/8/2013
Roe 2182	Robert Woodall	3/23/2012	5/8/2013
Roe 2185	Mary Wray	3/23/2012	5/8/2013
Roe 2186	Emiko Wright	3/23/2012	5/8/2013
Roe 2189	Robert Wright	3/23/2012	5/8/2013
Roe 2192	Roobik Yaghoubi	3/23/2012	5/8/2013
Roe 2193	Antonio Yago	3/23/2012	5/8/2013
Roe 2194	Grace Yamada	3/23/2012	5/8/2013
Roe 2195	Maria Yanez	3/23/2012	5/8/2013
Roe 2196	Wendy Yang	3/23/2012	5/8/2013
Roe 2197	Joseph Yankovich	3/23/2012	5/8/2013
Roe 2198	Monica Yeomans	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 2199	Tammy Yin	3/23/2012	5/8/2013
Roe 2201	Barney Yoshino	3/23/2012	5/8/2013
Roe 2202	Carlos Young	3/23/2012	5/8/2013
Roe 2203	Julie Young	3/23/2012	5/8/2013
Roe 2204	Kim Young	3/23/2012	5/8/2013
Roe 2205	Bob Yu	3/23/2012	5/8/2013
Roe 2206	Kyu Yu	3/23/2012	5/8/2013
Roe 2207	Brian Yung	3/23/2012	5/8/2013
Roe 2210	Coral Zedicher	3/23/2012	5/8/2013
Roe 2211	Donald Zedicher	3/23/2012	5/8/2013
Roe 2212	Hao Zhan	3/23/2012	5/8/2013
Roe 2213	Stanley Zimmerman	3/23/2012	5/8/2013
Roe 2214	Milton Zucker	3/23/2012	5/8/2013
Roe 2215	Natalie Zucker	3/23/2012	5/8/2013
Roe 2218	Charlotte Zwinger	3/23/2012	5/8/2013
Roe 2219	Mark McNerney	3/23/2012	5/8/2013
Roe 2221	Jon Safranek	3/23/2012	5/8/2013
Roe 2224	Robert Jones	3/23/2012	5/8/2013
Roe 2225	James Jones	3/23/2012	5/8/2013
Roe 2226	Adriana Balderra	3/23/2012	5/8/2013
Roe 2231	Donald Johnson	3/23/2012	5/8/2013
Roe 2232	Richard Peters	3/23/2012	5/8/2013
Roe 2239	Sam Saredidine	3/23/2012	5/8/2013

EXHIBIT 1

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 2240	Mitchell Truesdale	3/23/2012	5/8/2013
Roe 2241	Keith Calhoun	3/23/2012	5/8/2013
Roe 2242	Barbara Schultz	3/23/2012	5/8/2013
Roe 2243	Bruce Sylvies	3/23/2012	5/8/2013
Roe 2244	Philip Schultz	3/23/2012	5/8/2013
Roe 2245	Dralle	3/23/2012	5/8/2013
Roe 2248	Alba Castillo	3/23/2012	5/8/2013
Roe 2249	Selton Phillips	3/23/2012	5/8/2013
Roe 2250	Moises Merestela	3/23/2012	5/8/2013
Roe 2251	Diana Burke	3/23/2012	5/8/2013
Roe 2253	Stanley Vong	3/23/2012	5/8/2013
Roe 2254	Larry Wilborn	3/23/2012	5/8/2013
Roe 2255	Michie Wilborn	3/23/2012	5/8/2013
Roe 2256	John Lazarus	3/23/2012	5/8/2013
Roe 2257	Lambartha Vandenberg Tr	3/23/2012	5/8/2013
Roe 2260	George Sack	3/23/2012	5/8/2013
Roe 2261	Palmdale Mobile Frank LLC	3/23/2012	5/8/2013
Roe 2265	John Griffin	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 2267	Porter Sprolls	3/23/2012	5/8/2013
Roe 2268	Albert Gaba	3/23/2012	5/8/2013
Roe 2269	Delia Gaba	3/23/2012	5/8/2013
Roe 2270	Audrey Sprolls	3/23/2012	5/8/2013
Roe 2272	Francisco Batino	3/23/2012	5/8/2013
Roe 2274	Bar Or Carmit	3/23/2012	5/8/2013
Roe 2275	Joseph Kinkoopf	3/23/2012	5/8/2013
Roe 2276	Tina Kinkoopf	3/23/2012	5/8/2013
Roe 2277	Jerry F. Shotbolt / Shotbolt Family Trust	3/23/2012	5/8/2013
Roe 2279	Benjamin C Both	3/23/2012	5/8/2013
Roe 2280	Christina D Both	3/23/2012	5/8/2013
Roe 2283	Manuel Ariliano	3/23/2012	5/8/2013
Roe 2284	Leodegaria A Ariliano	3/23/2012	5/8/2013
Roe 2285	Sandra Pastor	3/23/2012	5/8/2013
Roe 2286	Erik R. Hermann / Hermann Trust	3/23/2012	5/8/2013
Roe 2287	Julia A Hermann / Hermann Trust	3/23/2012	5/8/2013
Roe 2288	Albert T Rodriguez	3/23/2012	5/8/2013
Roe 2289	Edelmira B Rodriguez	3/23/2012	5/8/2013
Roe 2292	Juan A Valenzuela	3/23/2012	5/8/2013
Roe 2294	Vicki Atkins / Atkins Trust	3/23/2012	5/8/2013

DEFAULTS ENTERED

Doe/Roe No.	Name of Roe Cross-Defendant	Default Entered	Default Posted
Roe 2295	Stephen D Wahl	3/23/2012	5/8/2013
Roe 2296	Mettler Valley Mutual Water Co.	3/23/2012	5/8/2013

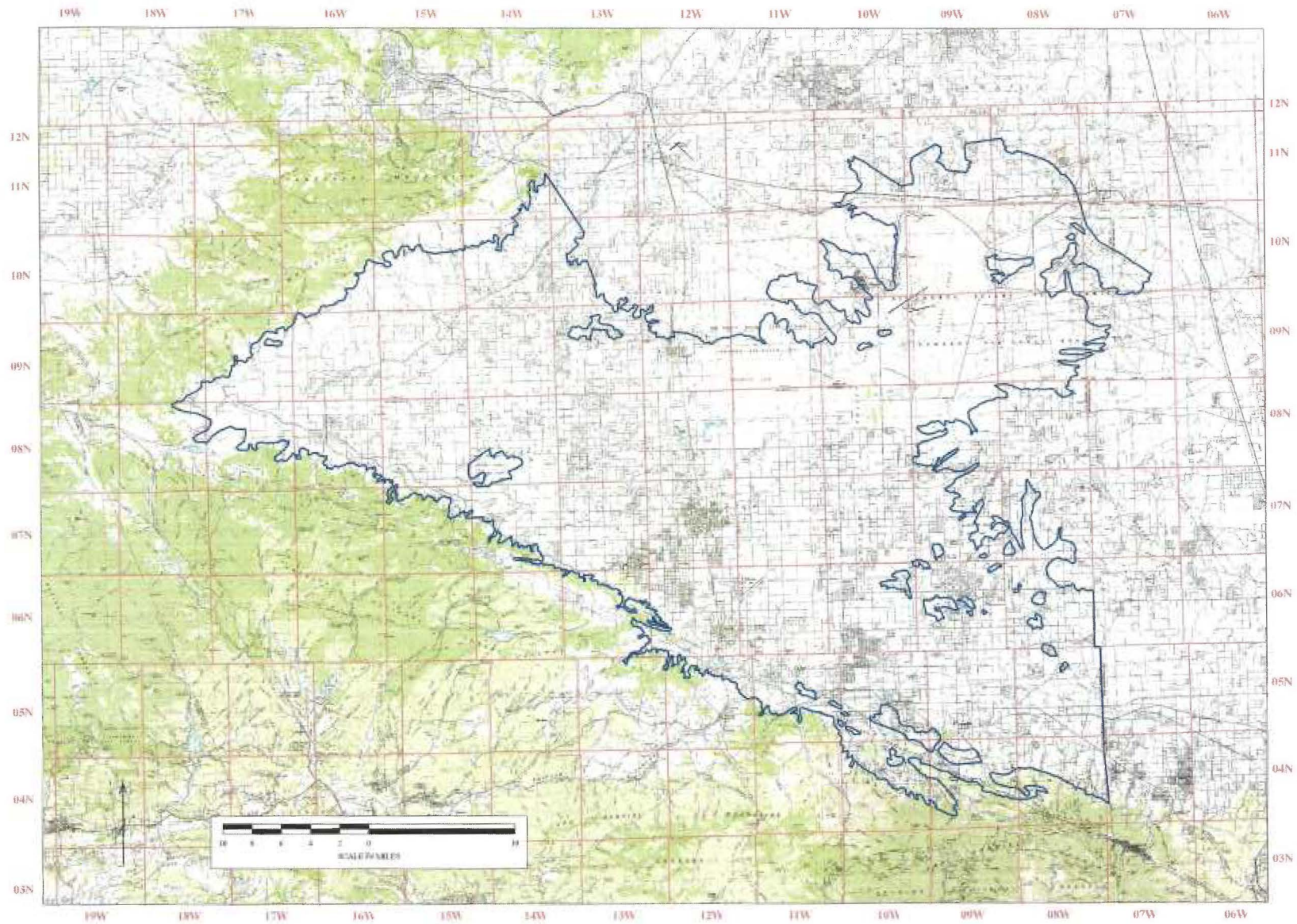


EXHIBIT 2

**Jurisdictional Boundary
Antelope Valley Groundwater Adjudication**

Producer Name	Non-Overlying Production Rights (in Acre-Feet)	Percentage Share of Adjusted Native Safe Yield
Los Angeles County Waterworks District No. 40	6,789.26	9.605%
Palmdale Water District	2,769.63	3.918%
Little Rock Creek Irrigation District	796.58	1.127%
Quartz Hill Water District	563.73	0.798%
Rosamond Community Services District	404.42	0.572%
Palm Ranch Irrigation District	465.69	0.659%
Desert Lake Community Services District	73.53	0.104%
California Water Service Company	343.14	0.485%
North Edwards Water District	49.02	0.069%
Boron Community Services District	50.00	0.071%
West Valley County Water District	40.00	0.057%
Total Acre Feet:	12,345.00	

Producer Name	Pre-Rampdown Production	Overlying Production Rights	Percentage Share of Adjusted Native Safe Yield
Adams Bennett Investments, LLC	0.00	0.00	0.000%
Antelope Park Mutual Water Company	208.75	169.89	0.240%
Antelope Valley Joint Union High School District	71.74	41.00	0.058%
Antelope Valley Mobile Estates	19.88	6.69	0.009%
Antelope Valley Water Storage LLC	1772.00	1772.00	2.507%
Aqua-J Mutual Water Company	44.90	44.35	0.063%
AV Solar Ranch 1, LLC	96.00	96.00	0.136%
AVEK	4000.00	3550.00	5.022%
Averydale Mutual Water Company	257.95	254.35	0.360%
Baxter Mutual Water Company	44.75	35.02	0.050%
Big Rock Mutual Water Company	0.00	0.00	0.000%
Bleich Flat Mutual Water Company	33.50	33.50	0.047%
Bolthouse Properties LLC	16805.89	9945.00	14.069%
Brittner Trust, Glen Brittner, Trustee	4.00	4.00	0.006%
Burrows/300 A40 H LLC	295.00	295.00	0.417%
C. Louise R. Close Living Trust	1.00	1.00	0.001%
City of Los Angeles, Department of Airports	7851.00	3975.00	5.623%
Colorado Mutual Water Co.	25.90	25.54	0.036%
Copa De Oro Land Company	325.00	325.00	0.460%
County Sanitation Districts of Los Angeles #14 and 20	8000.00	3400.00	4.810%
Craig Van Dam, Marta Van Dam, Nick Van Dam, Janet Van Dam	1037.00	640.00	0.905%
Del Sur Ranch LLC	600.00	600.00	0.849%
Dennis M. and Diane K. McWilliams	1.00	1.00	0.001%
Diamond Farming Co. LLC/Crystal Organic LLC/Grimmway/Lapis	3354.00	1986.00	2.810%
Donna Wilson	10.00	7.00	0.010%
Effren Chavez	44.00	44.00	0.062%
El Dorado Mutual Water Company	276.05	272.16	0.385%
eSolar Inc.; Red Dawn Suntower LLC	150.00	150.00	0.212%
eSolar Inc.; Tumbleweed Suntower LLC	0.00	0.00	0.000%
eSolar, Inc.; Sierra Sun Tower, LLC	5.76	3.00	0.004%
Eugene B. Nebeker	4016.00	1775.00	2.511%
Evergreen Mutual Water Company	69.50	68.54	0.097%
First Mutual Water Company	15.62	5.25	0.007%
G. Lane Family (Frank and Yvonne Lane 1993 Family Trust, Little Rock Sand and Gravel, Inc., George and Charlene Lane Family Trust) [Does not include water pumped on land leased to Granite Construction]	1402.00	773.00	1.094%

Producer Name	Pre-Rampdown Production	Overlying Production Rights	Percentage Share of Adjusted Native Safe Yield
Gailen W. Kyle and Julie Kyle, Trustees of The Kyle Revocable Living Trust	9275.00	3670.00	5.192%
Gary Van Dam, Gertrude Van Dam, Delmar Van Dam, Delmar D. Van Dam and Gertrude J. Van Dam, as Trustees of the Delmar D. and Gertrude J. Van Dam Family Trust – 1996, Craig Van Dam, Marta Van Dam, High Desert Dairy Partnership, High Desert Dairy	9931.50	3215.00	4.548%
Gene Bahlman	5.25	5.00	0.007%
Gorrindo Resourceful LLC	629.00	629.00	0.890%
Granite Construction Company (Big Rock Facility)	126.00	126.00	0.178%
Granite Construction Company (Little Rock Sand and Gravel, Inc.)	400.00	234.00	0.331%
H & N Development Co. West Inc.	1799.75	808.00	1.143%
Irma Ann Carle Trust, Irma-Anne Carle, Trustee	1.00	1.00	0.001%
James and Elizabeth Bridwell	1.00	1.00	0.001%
James M. Leer, III and Diana Leer	1.00	1.00	0.001%
Jane Healy and Healy Enterprises Inc.	700.00	700.00	0.990%
Jeffrey and Nancee Siebert	200.00	106.00	0.150%
John and Adrienne Reca	501.45	251.00	0.355%
John A. Calandri; Calandri Water Company, LLC; John A. Calandri and Shannon C. Calandri as cotrustees of "The John and Shannon Calandri 1992 Trust"; Katherine J. Calandri Nelson, Trustee of "The Katherine J. Calandri Nelson 2008 Trust"	3803.00	1776.00	2.512%
Jose Maritorena, Marie Maritorena, Jean Maritorena, Maritorena Farms, the Jose Maritorena Living Trust	3800.55	1775.00	2.511%
Land Projects Mutual Water Co.	622.50	613.54	0.868%
Landale Mutual Water Co.	157.75	155.57	0.220%
Landinv Inc	2000.00	969.00	1.371%
Lands of Promise Mutual Water Company	64.61	21.69	0.031%
LAURA GRIFFIN, trustee of the FAMILY BYPASS TRUST created under the LEONARD W. GRIFFIN AND LAURA GRIFFIN TRUST, dated July 9, 1993	1170.00	668.00	0.945%
Lawrence Dean Evans, Jr. and Susan Evans	1.00	1.00	0.001%
Lawrence J. Schilling and Mary P. Schilling, Trustees of the L&M Schilling 1992 Family Trust	4.00	4.00	0.006%
Leah Frankenberg	1.00	1.00	0.001%
Littlerock Aggregate Co., Inc., Holliday Rock Co., Inc.	405.00	151.00	0.214%
Llano Del Rio Water Company	572.65	279.00	0.395%

Producer Name	Pre-Rampdown Production	Overlying Production Rights	Percentage Share of Adjusted Native Safe Yield
Llano Mutual Water Company	0.00	0.00	0.000%
Lilia Mabel Selak, TTEE; Barbara Aznarez Decd Trust and Selak, Mabel Trust	150.00	150.00	0.212%
Marie A. Unini and Robert J. LeClair	1.00	1.00	0.001%
Mark W. and Nancy L. Benz	1.00	1.00	0.001%
Michael and Dolores A. Weatherbie	1.00	1.00	0.001%
Miracle Improvement Corporation dba Golden Sands Mobile Home Park dba Golden Sands Trailer Park	45.40	27.00	0.038%
Northrop Grumman Systems Corporation	2.00	2.00	0.003%
NRG Solar Alpine, LLC	64.21	38.00	0.054%
R AND M RANCH, INC.	1458.00	686.00	0.970%
Randall and Billie Dickey	1.00	1.00	0.001%
Richard Miner	1089.40	999.00	1.413%
Richard Nelson, Willow Springs Co.	180.65	135.00	0.191%
Rosamond High School	586.40	202.23	0.286%
Rosamond Ranch, LP	598.00	598.00	0.846%
Rose Villa Apartments	22.72	7.62	0.011%
Ruth C. Findley	1.00	1.00	0.001%
Sahara Nursery and Farm	22.18	22.00	0.031%
Saint Andrew's Abbey, Inc.	175.00	102.00	0.144%
Sal and Connie Cardile	1.00	1.00	0.001%
Service Rock Products, L.P.	503.00	267.00	0.378%
SGS Antelope Valley Development, LLC	57.00	57.00	0.081%
Shadow Acres Mutual Water Company	52.60	51.74	0.073%
Sheep Creek Water Co.	0.00	0.00	0.000%
Southern California Edison Company	17.75	8.00	0.011%
Denise Godde, Steven F. Godde, Pamela M. Godde and Gary M. Godde; Denise Godde and Steven Godde as Trustees of the D & S Godde Trust	1461.50	683.00	0.966%
Sundale Mutual Water Company	472.23	472.23	0.668%
Sunnyside Farms Mutual Water Company, Inc.	75.40	74.26	0.105%
Suzanne J. Richter	1.00	1.00	0.001%
Tejon Ranchcorp and Tejon Ranch Co.	3414.00	1634.00	2.312%
Barry S., Terry A. & Kathleen M. Munz	5.00	5.00	0.007%
Thomas and Julie Bookman 2007 Trust	272.50	136.00	0.192%
Tierra Bonita Mutual Water Company	40.75	40.32	0.057%
Tierra Bonita Ranch	505.00	430.00	0.608%
Triple M Property Co.	15.00	15.00	0.021%
Turk Trust dated December 16, 1998	1.00	1.00	0.001%

Producer Name	Pre-Rampdown Production	Overlying Production Rights	Percentage Share of Adjusted Native Safe Yield
U.S. Borax	1905.00	1905.00	2.695%
Vulcan Materials Co., Vulcan Lands Inc., Consolidated Rock Products Co., Calmat Land Co., and allied Concrete & Materials	519.10	260.00	0.368%
WAGAS Land Company LLC	984.15	580.00	0.821%
WDS California II, LLC	2397.00	1159.00	1.640%
West Side Park Mutual Water Co.	280.75	276.86	0.392%
White Fence Farms Mutual Water Co.	783.05	772.13	1.092%
William Fisher Memorial Water Company	4.53	4.53	0.006%
60th Street Association Water System	2.16	2.16	0.003%
Totals	105173.92	58270.17	

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OF ORIGINAL FILED
Los Angeles Superior Court

JUL 18 2011

John A. Clarke, Executive Officer/Clerk

By Raul Sanchez Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

**ANTELOPE VALLEY GROUNDWATER
CASES**

Judicial Council Coordination
Proceeding No. 4408

Included Consolidated Actions:

Lead Case No. BC 325 201

Los Angeles County Waterworks District No.
40 v. Diamond Farming Co.
Superior Court of California
County of Los Angeles, Case No. BC 325 201

**STATEMENT OF DECISION
PHASE THREE TRIAL**

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

Judge: Honorable Jack Komar

Wm. Bolthouse Farms, Inc. v. City of Lancaster
Diamond Farming Co. v. City of Lancaster
Diamond Farming Co. v. Palmdale Water Dist.
Superior Court of California, County of
Riverside, consolidated actions, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

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

Richard A. Wood v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los

*Antelope Valley Groundwater Litigation (Consolidated Cases)
Los Angeles County Superior Court, Lead Case No. BC 325 201*

2
3 The standard for a statement of decision as set forth in Code of Civil Procedure section
4 632 requires a court to explain “. . . the legal and factual basis for its decision as to each of the
5 principal controverted issues at trial....” Case law is clear that a court must provide the factual
6 and legal basis for the decision on those issues only closely related to the ultimate issues on the
7 case. (See *People v. Casa Blanca Convalescent Homes* (1984) 159 Cal. App. 3d 509, 523-524.)
8 It is also clear that a court need not respond to requests that are in the nature of “interrogatories.”
9 (See *id.* at pp. 525-526.)

10 The only issues at this phase of the trial were simply to determine whether the
11 adjudication area aquifer is in a current state of overdraft and as part of that adjudication to
12 determine the safe yield. This Statement of Decision focuses solely on those issues.

13 Cross-complainants Los Angeles County Waterworks District No. 40, City of Palmdale,
14 Palmdale Water District, Littlerock Creek Irrigation District, Palm Ranch Irrigation District,
15 Quartz Hill Water District, California Water Service Company, Rosamond Community Service
16 District, Phelan Piñon Hills Community Services District, Desert Lake Community Services
17 District, North Edwards Water District (collectively, the “Public Water Producers”)¹ brought an
18 action for, *inter alia*, declaratory relief, alleging that the Antelope Valley adjudication area
19 groundwater aquifer was in a state of overdraft and required judicial intervention to provide for
20 management of the water resources within the aquifer to prevent depletion of the aquifer and
21 damage to the Antelope Valley basin.

22 Several of the cross-defendant parties (collectively, the “Land Owner Group”) also
23 sought declaratory relief in their various independent (now coordinated and consolidated)
24 actions.

25
26
27 ¹ The United States and the City of Los Angeles, though not water suppliers in the Antelope Valley adjudication
28 area, joined with the Public Water Producers. Rosamond Community Services District joined with the Land Owner
Group.

1 The first issues to be decided in the declaratory relief cause of action are the issues of
2 overdraft and safe yield. The remaining causes of action and issues are to be tried in a
3 subsequent phase or phases.

4 This Phase Three trial commenced on January 4, 2011 and continued thereafter on
5 various days based upon the needs of the various parties and the Court's availability.
6 Appearances of counsel are noted in the minutes of the Court.

7 At the conclusion of the evidence, the Court offered counsel the opportunity to provide
8 written final arguments and the invitation was declined by all counsel. On April 13, 2011, the
9 Court heard oral argument and the matter was ordered submitted.

10 The Public Water Producers (and others) have alleged that the basin is in a condition of
11 overdraft and have requested that the Court determine a safe yield and consider imposition of a
12 physical solution or other remedy to prevent further depletion of the water resource and
13 degradation of the condition of the aquifer.

14 Several parties in opposition to the request of the Public Water Producers have
15 contended that while there may have been overdraft in the past, currently the aquifer has
16 recovered and is not in overdraft. These same parties contend that it is not possible to establish
17 a single value for safe yield; instead they have requested that the Court determine a range of
18 values for safe yield.

19 The Court concludes that the Public Water Producers have the burden of proof and that
20 the burden must be satisfied for this phase and purpose by a preponderance of the evidence.
21 This burden of proof may or may not be appropriate to other phases of this trial. And since the
22 findings here have no application to other phases, such as prescription or rights of appropriators,
23 and the parties have not briefed those or other issues, the Court makes no conclusions as to what
24 standard of proof might be applicable to such other issues or phases of trial.

25 The law defines overdraft as extractions in excess of the "safe yield" of water from an
26 aquifer, which over time will lead to a depletion of the water supply within a groundwater basin
27 as well as other detrimental effects, if the imbalance between pumping and extraction
28 continues. (*City of Los Angeles v. City of San Fernando* (1975) 14 Cal. 3d 199; *City of*

1 *Pasadena v. City of Alhambra* (1949) 33 Cal. 2d 908, 929; *Orange County Water District v.*
2 *City of Riverside* (1959) 173 Cal. App. 2d 137.) “Safe yield” is the amount of annual
3 extractions of water from the aquifer over time equal to the amount of water needed to recharge
4 the groundwater aquifer and maintain it in equilibrium, plus any temporary surplus. Temporary
5 surplus is defined as that amount of water that may be pumped from an aquifer to make room to
6 store future water that would otherwise be wasted and unavailable for use.

7 Determination of safe yield and overdraft requires the expert opinions of hydrologists and
8 geologists.² Experts in the field of hydrogeology routinely base their opinions and conclusions
9 concerning groundwater basin overdraft on evidence of long-term lowering of groundwater
10 levels, loss of groundwater storage, declining water quality, seawater intrusion (not an issue in
11 this case), land subsidence, and the like. Experts also conduct a sophisticated analysis of
12 precipitation and its runoff, stream flow, and infiltration into the aquifer, including such things as
13 evapotranspiration, water from other sources introduced into the aquifer (artificial recharge), as
14 well as the nature and quantity of extractions from the aquifer and return flows therefrom.

15 Generally, neither overdraft nor safe yield can be determined by looking at a
16 groundwater basin in a single year but must be determined by evaluating the basin conditions
17 over a sufficient period of time to determine whether pumping rates have or will lead to
18 eventual permanent lowering of the water level in the aquifer and ultimately depletion of the
19 water supply or other harm. Recharge must equal discharge over the long term. (*City of Los*
20 *Angeles v. City of San Fernando, supra*, 14 Cal. 3d at pp. 278-279.) But having heard
21 evidence about the aquifer as a whole, the Court is not making historical findings that would be
22 applicable to specific areas of the aquifer or that could be used in a specific way to determine
23 water rights in particular areas of the aquifer.
24
25
26

27 ² All the experts offer estimates. The American Heritage College Dictionary, Third Edition, defines an “estimate”
28 as, *inter alia*, “[a] rough calculation, as of size” or “[a] judgment based on one’s impressions; an opinion.”

1 The location of the Antelope Valley adjudication area boundaries was the subject of the
2 Phase One and Two trials in this matter. The Court defined the boundaries of the valley aquifer
3 based upon evidence of hydro-connection within the aquifer. If there was no hydro-connectivity
4 with the aquifer, an area was excluded from the adjudication. The degree of hydro-connectivity
5 within the Antelope Valley adjudication area varies from area to area. Some areas seemingly
6 have fairly small or nominal hydro-connectivity but must be included in this phase of the
7 adjudication unless the connection is *de minimis*.³ Pumping in those parts of the aquifer may be
8 shown to have *de minimis* effect on other parts of the aquifer while pumping in other areas
9 within the basin appear to have material impacts on adjacent parts of the basin. All areas were
10 included within the adjudication area because they all have some level of hydro-connection,
11 some more and some less. How to deal with those differences is ultimately a basin management
12 decision that is well beyond the scope of this phase of trial.
13

14 **Overdraft**

15
16
17 The preponderance of the evidence presented establishes that the adjudication area
18 aquifer is in a state of overdraft. Reliable estimates of the long-term extractions from the basin
19 have exceeded reliable estimates of the basin's recharge by significant margins, and empirical
20 evidence of overdraft in the basin corroborates that conclusion. Portions of the aquifer have
21 sustained a significant loss of groundwater storage since 1951. While pumping in recent years
22 has reduced and moderated, the margin between pumping and recharge as cultural conditions
23 have changed and precipitation has increased (with the appearance of wetter parts of the
24 historical cycle), pumping in some areas of the aquifer is continuing to cause harm to the basin.
25 The evidence is persuasive that current extractions exceed recharge and therefore that the basin is
26

27 ³ The court may exclude truly *de minimis* connectivity areas based upon evidence in later phases of the trial if
28 shown to have virtually no impact on the aquifer.

1 in a state of overdraft. Since 1951⁴ there is evidence of periods of substantial pumping
2 (principally agricultural in the early years of the period) coinciding with periods of drought, with
3 almost continuous lowering of water levels and severe subsidence in some areas extending to the
4 present time, with intervals of slight rises in water levels in some areas.

5 Areas of increased pumping, with concomitant lowering of water levels, can have a
6 serious effect on water rights in other areas, caused by cones of depression, which alter natural
7 water flow gradients, causing the lowering of water levels in adjacent areas, with resulting
8 subsidence and loss of aquifer storage capacity. Given population growth, and agricultural and
9 industrial changes, the valley is at risk of being in an even more serious continuing overdraft in
10 the future unless pumping is controlled.

11 While the lowering of current water levels has slowed, and some levels in wells in some
12 areas have risen in recent years, significant areas within the aquifer continue to show declining
13 levels, some slightly so, but many with material lowering of water levels.

14 Thus, the Antelope Valley adjudication area is in a state of overdraft based on estimates
15 of extraction and recharge, corroborated by physical evidence of conditions in the basin, and
16 while the annual amount of overdraft has lessened in recent years with increased precipitation
17 and recharge, the effects of overdraft remain and are in danger of being exacerbated with
18 increased pumping and the prospective cyclical precipitation fluctuations shown by the historical
19 record. The physical evidence establishes that there was significant subsidence occurring in
20 parts of the adjudication area ranging from two to six feet or more in certain areas of the valley
21 caused by such pumping and that measurable water levels fell in a substantial part of the valley.
22 While some of the ongoing subsidence may be attributable to residual subsidence (from earlier
23 periods of shortfall) that would not seem to be an explanation for the extent of continued
24 subsidence. The evidence establishes that ground water extractions in excess of recharge are a
25 cause as well.
26
27
28

⁴ Precipitation and well records prior to that year are too sketchy to be relied upon.

1 **Safe Yield**

2
3 A calculation of safe yield is necessary to manage the basin or create a physical solution
4 to a potential or actual continuing overdraft. A determination of safe yield requires an initial
5 determination of average annual natural or native recharge to the aquifer from all sources. The
6 only source of natural or native recharge for the Antelope Valley is precipitation that recharges
7 the aquifer and it is therefore necessary to ascertain average annual precipitation. The
8 calculation of annual average precipitation can only be determined by using a baseline study
9 period that covers precipitation in periods of drought and periods of abundant precipitation over
10 a sufficient period of time that a reliable estimate of average future recharge based on
11 precipitation can be made.

12
13 It has been suggested that safe yield could be based on using shorter base periods or more
14 than one base period, (the total time span of which was considerably less than the 50 year period
15 the Court believes is more credible). If the purpose of selecting a base period is to determine
16 average recharge over time based on precipitation, choosing two consecutive periods of time
17 with two different average numbers would not serve that purpose and would preclude estimating
18 a single safe yield. Likewise, selecting a base period that does not have completely representative
19 precipitation cycles over time would not provide an accurate evaluation of conditions in the
20 valley. A base period that calculates average precipitation over a representative period of time
21 permits reliable predictions about future natural recharge based on regular recurring precipitation
22 cycles. A period of precipitation fluctuations from 1951 to 2005 satisfies that standard. Shorter
23 periods do not.

24 The Court finds that current extraction of water from the aquifer by all pumping ranges
25 from 130,000 to 150,000 acre feet a year, but in any event, is in excess of average annual
26 recharge. The major area of dispute between the parties is the average amount of natural
27 recharge, which also involves disputes concerning return flows, the amount of native vegetation
28 water needs, evapotranspiration, stream flow, runoff, groundwater infiltration, specific yield, lag

1 time, bedrock infiltration, agricultural crop needs, and the like. Other sources of recharge to the
2 basin, including artificial recharge-water pumped into the aquifer from external sources are not
3 in dispute.

4 Evidence established that during the entire historical period presented, populations
5 increased within the valley and water use changed in a variety of ways. There has been a shift in
6 some areas to urban uses and away from agriculture although in recent years agricultural
7 pumping has also increased. The nature of agricultural duties has changed as well. The type of
8 irrigation used by farmers has become more efficient and less water is needed per acre
9 (depending on the crops grown) with more efficient uses of water. But there has also been an
10 increase as well as a change in the nature of the type of agriculture in the valley in material
11 quantities in recent years. More of such changes may occur and it is important to both current
12 and future generations to ensure that the water resources within the basin are managed prudently.

13
14 The Court heard from a very large number of experts, some of whom have provided
15 opinion testimony of what constitutes safe yield. All the experts testifying acknowledged that
16 changes in the selection of a base study period, lag time, agricultural water duties,
17 evapotranspiration, specific yield, runoff quantities, well level contours, bedrock infiltration,
18 return flows, playa evaporation relating to run off and bedrock infiltration, chloride
19 measurements, satellite imaging, and agricultural and municipal pumping estimates, among
20 others, would affect the ultimate opinion of natural recharge and return flows.

21 The opinions of all the experts are estimates, based upon their professional opinion. All
22 of the opinions were critiqued by other experts who often had different opinions. The Court
23 recognizes the imprecision of the various estimates and the fact that an estimate by definition is
24 imprecise. But the fact that estimates lack precision does not mean that the Court cannot rely
25 upon such estimates. The scientific community relies upon such estimates in the field of
26 hydrogeology and the Court must do the same.

27 Reasonable experts can differ as to reasonable estimates of natural recharge and
28 virtually all other components of water budgets, computations of change of storage, and the

1 like, all the while using the same formulae and scientific principles to reach their conclusion.
2 For example, all the experts could agree on the definition of "Darcy's Law" and the physics
3 principle of "conservation of mass" but still reach different conclusions.

4 Some of the experts opined that the basin was not in overdraft and that recharge was in
5 excess of or in balance with extractions so that there was a surplus in the aquifer. One expert
6 opined that loss of storage was merely space for temporary storage. Observable conditions in the
7 valley are inconsistent with those conclusions. If there were a surplus, even in the shortened
8 base periods used by the some experts, there should not be subsidence of land, nor the need to
9 drill for water at deeper and deeper levels in those parts of the aquifer most affected by the
10 overdraft. The physical condition of the valley is inconsistent with those estimates that there is
11 and has been a surplus of water in the aquifer.

12 The selection of a safe yield number for an aquifer the size of the Antelope Valley is
13 made difficult because of not only its size but because of the complexity of its geology. As
14 reflected above, hydro-connectivity and conductivity varies considerably between various parts
15 of the aquifer. The hydro-connectivity between some portions of the adjudication area aquifer
16 and others is so slight as to be almost (apparently) nonexistent. Pumping in those areas may
17 have little or no effect on other areas of the aquifer. The Antelope Valley basin is not like a
18 bathtub where lowering and raising of water levels is equal in all parts of the "tub."


19 Therefore, assigning a safe yield number (what quantity of pumping from the basin will
20 maintain equilibrium in the aquifer) may require different numbers for different parts of the
21 aquifer (and clearly may also provide for some level of separate management). No attempt has
22 been made in this phase of trial to define geological differences in the valley that would justify
23 different safe yield numbers for different parts of the valley in light of the decision in Phase Two
24 regarding connectivity (the Phase Two trial focused on hydro-connectivity for purposes of
25 determining necessary parties to the action).

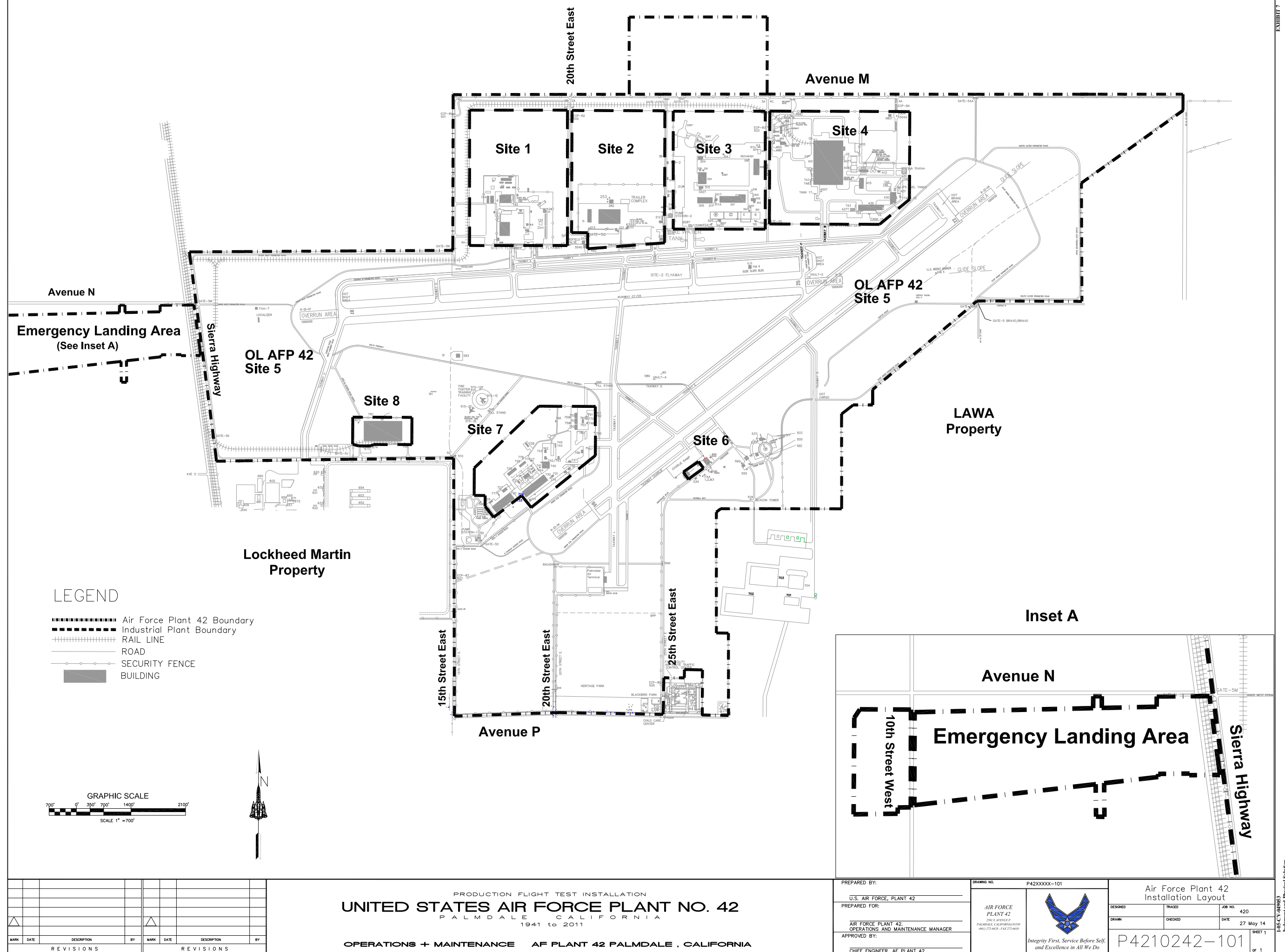
26 Weighing the various opinions of the experts, however, the Court finds by a
27 preponderance of the evidence that conservatively setting a safe yield at 110,000 acre feet a
28

1 year will permit management of the valley in such a way as to preserve the rights of all parties
2 in accordance with the Constitution and laws of the State of California. Some portions of the
3 aquifer receive more recharge than others and pumping requirements vary. These differences
4 require management decisions that respect the differences in both the geology and the cultural
5 needs of the diverse parts of the valley.

6 It should not be assumed that the safe yield management number may not change as
7 climate circumstances and pumping may change, or as the empirical evidence based on
8 experience in managing the basin suggests it is either too high or too low.
9

10
11 Dated: JUL 13 2011

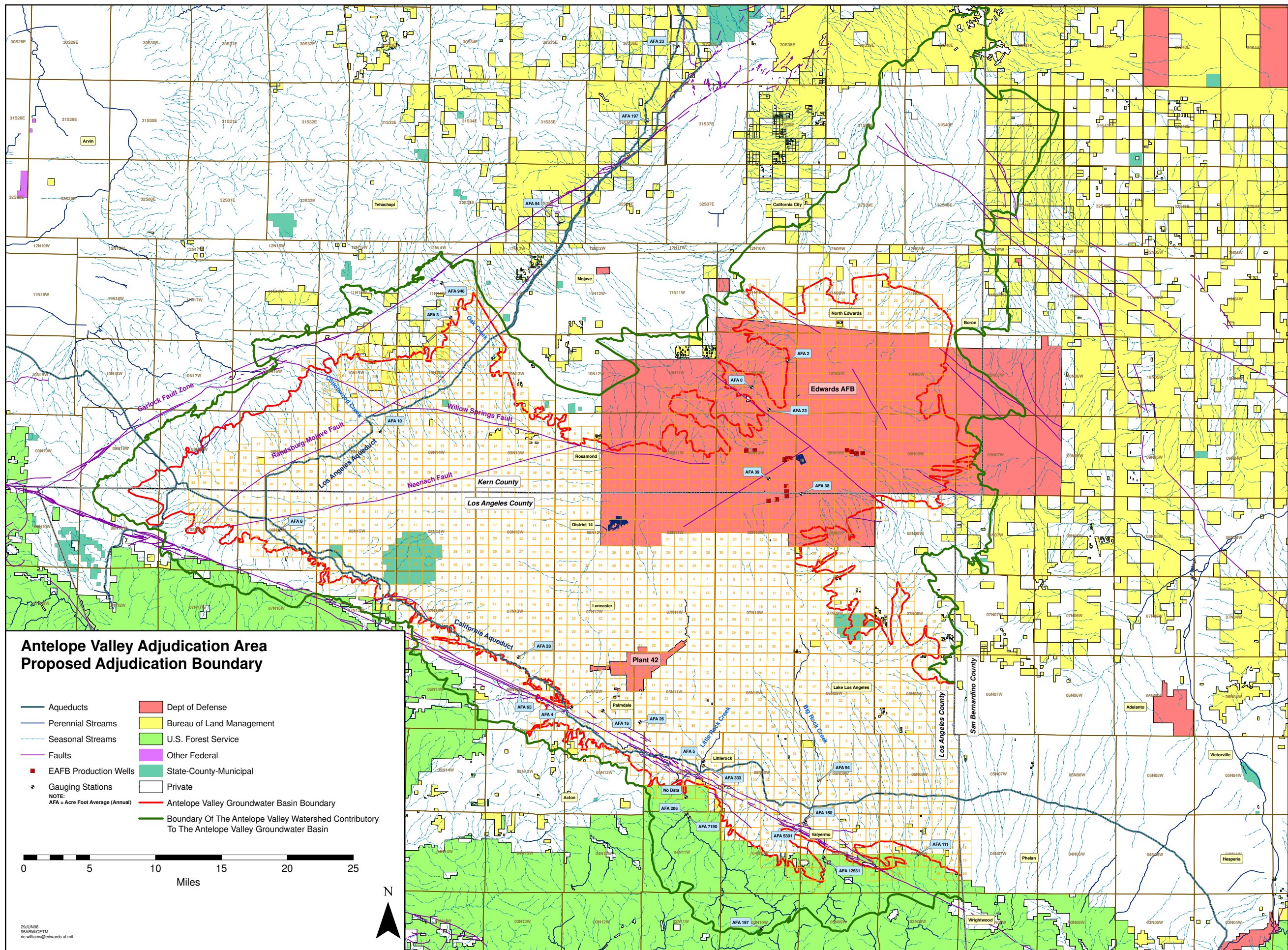
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13 Hon. Jack Komar
14 Judge of the Superior Court
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Rights to Produce Imported Water Return Flows

A.V. MATERIALS, INC.
ANTELOPE VALLEY COUNTRY CLUB
ANTELOPE VALLEY EAST-KERN WATER AGENCY
ANTELOPE VALLEY WATER COMPANY
ANTELOPE VALLEY WATER STORAGE, LLC
BORON COMMUNITY SERVICES DISTRICT
CALIFORNIA DEPARTMENT OF PARKS
CALIFORNIA WATER SERVICE COMPANY
COPA DE ORO LAND COMPANY, A CALIFORNIA GENERAL PARTNERSHIP
CRYSTAL ORGANIC FARMS, LLC
DESERT LAKE COMMUNITY SERVICES DISTRICT
DIAMOND FARMING COMPANY
EDGEMONT ACRES MWC
EL DORADO MUTUAL WATER COMPANY
EYHERABIDE, RAY/EYHERABIDE SHEEP CO.
GEORGE LANE, AS TRUSTEE OF THE GEORGE AND CHARLENE LANE
FAMILY TRUST, DATED 12/19/2007
GOODE, FORREST G. 1998 TRUST
GRANITE CONSTRUCTION COMPANY
GRIMMWAY ENTERPRISES, INC.
H & N DEVELOPMENT CO. WEST
HARTER, SCOTT
LANDALE MUTUAL WATER CO.
LITTLEROCK CREEK IRRIGATION DISTRICT
LITTLEROCK SAND AND GRAVEL, INC.
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40
PALMDALE WATER DISTRICT
PALM RANCH IRRIGATION DISTRICT
QUARTZ HILL WATER DISTRICT
ROSAMOND COMMUNITY SERVICES DISTRICT

SAINT ANDREW'S ABBEY, INC.
SHADOW ACRES MUTUAL WATER COMPANY.
SUNNYSIDE FARMS MUTUAL WATER COMPANY, INC.
TEJON RANCHCORP/TEJON RANCH CO.
U.S. BORAX & CHEMICAL CO.
WARNACK, A.C. AS TRUSTEE OF THE A.C. WARNACK TRUST
WEST SIDE PARK MUTUAL WATER CO.
WHITE FENCE FARMS MUTUAL WATER CO.



SUBAREAS

