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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF MONTEREY

10 CALIFORNIA AMERICAN WATER,

11 Plaintiff,

12 vs.

13 CITY OF SEASIDE, et al.,

14 Defendants.

15 MONTEREY PENINSULA WATER
16 MANAGEMENT DISTRICT,

17 Intervenor,

18 MONTEREY COUNTY WATER
19 RESOURCES AGENCY,

20 Intervenor,

21 AND RELATED CROSS-ACTION.
22
23

Case No. M66343

Assigned for All Purposes to the
Honorable Roger D. Randall (Ret.)

REQUEST FOR JUDICIAL NOTICE

Date: December 12, 2008

Time: 1:30 p.m.

Dept: 16, 1st Floor

24 ///

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1 Pursuant to the California Evidence Code section 452(d) and California Rules of Court, Rule
2 12, the Seaside Basin Watermaster (“Watermaster”) respectfully requests that the Court take
3 judicial notice of Exhibits A through D, attached to the Declaration of Russell M. McGlothlin filed
4 concurrently herewith.

5 These documents are excerpted pages from three judgments entered by the Los Angeles
6 County Superior Court, and one from the Riverside County Superior Court, which are cited in the
7 concurrently filed Points and Authorities. A complete copy of the Judgment will be provided upon
8 request.

9 As testified to in the accompanying Declaration of Russell McGlothlin, for each of these
10 judgments, our office has previously sought a certified copy from the superior court. For those
11 marked as certified copies, the excerpted pages attached hereto are true and correct copies of the
12 pages from the certified copy of the judgment that our office obtained from the relevant superior
13 court. For those not marked as certified copies, the relevant superior court was unable to locate the
14 original judgment. We have therefore included a copy of the relevant excerpted pages from the
15 copy of the judgment maintained in our office’s possession as a substitute, which we believe to be a
16 true and correct copy of the judgment entered in the respective case.

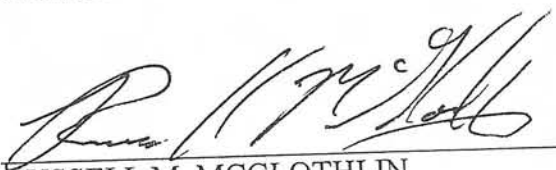
17 Evidence Code § 452(d) allows the Court to take judicial notice of “[r]ecords of . . . any
18 court of this state.” “Evidence Code sections 452 and 453 permit the trial court to ‘take judicial
19 notice of the existence of judicial opinions and court documents, along with the truth of the results
20 reached-in the documents such as orders, statements of decision, and judgments’” (*People v.*
21 *Harbolt* (1997) 61 Cal.App.4th 123, 126-127 (quoting *Williams v. Wraxall* (1995) 33 Cal.App.4th
22 120, 130 n.7).) These documents are relevant to the concurrently filed Motion by the Seaside Basin
23 Watermaster to Amend and Restate the Decision because they demonstrate that the judgments
24 entered in other groundwater basin adjudications routinely allow for transferability of all rights,
25 including overlying rights, in perpetuity. These documents are therefore appropriate for judicial
26 notice.

27 For the foregoing reasons, Watermaster respectfully requests that the Court grant this
28 Request for Judicial Notice.

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Dated: November 13, 2008

BROWNSTEIN HYATT FARBER SCHRECK,
LLP

By: 
RUSSELL M. MCGLOTHLIN
Attorney for Defendant, CITY OF SEASIDE
Filing on Behalf of Watermaster Pursuant to
the Watermaster's Request

DECLARATION OF RUSSELL M. MCGLOTHIN
IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE

I, RUSSELL M. MCGLOTHIN, declare as follows:

1. I am an attorney at law, licensed to practice before the courts of the State of California, and practice with the law firm of Brownstein Hyatt Farber Schreck, LLP, attorneys in this action for defendant, City of Seaside. I have personal knowledge of the following facts and I am competent to testify thereto.

2. Attached hereto are excerpted pages from the four superior court judgments cited in the concurrently filed Points and Authorities. Our office possesses a copy of each of these judgments in relation to our water law practice. A full copy of each judgment is available upon request. The enclosed pages include the following:

3. The cover page, table of contents, and the cited pages of the judgment entered in the case: *California Water Service Co. v. City of Compton, et al.* (Superior Ct. Los Angeles County, 1980, No. 506,806).

4. The cover page, table of contents, and the cited pages of the judgment entered in the case: *Central and West Basin Water Replenishment District, etc. v. Charles E. Adams, et al.* (Superior Ct. Los Angeles County, 1991, No. 786,656).

5. The cover page, table of contents, and cited pages of the judgment entered in the case: *City of Barstow, et al. v. City of Adelanto, et al.* (Superior Ct. Riverside County, 1996, No. 208568).

6. The cover page, table of contents, and the cited pages of the judgment entered in the case: *Southern California Water Co. v. City of La Verne, et al.* (Superior Ct. Los Angeles County, 1998, No. KC029152).

7. For each of these judgments, our office has previously sought a certified copy from the superior court. For those marked as certified copies, the excerpted pages attached hereto are true and correct copies of the pages from the certified copy of the judgment that our office obtained from the relevant superior court. For those not marked as certified copies, the relevant superior court was unable to locate the original judgment. We have therefore included as a substitute, a copy

1 of the relevant excerpted pages from the copy of the judgment maintained in our office's
2 possession, which we believe to be a true and correct copy of the judgment entered in the respective
3 case.

4 8. I declare under penalty of perjury of the laws of the United States that the foregoing
5 is true and correct and that this declaration was executed on this 13 day of November 2008, at Santa
6 Barbara, California.

7
8
9 
10 RUSSELL M. MCGLOTHLIN

BROWNSTEIN HYATT FARBER SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

Original
FILED

MAR 21 1980

John J. Corcoran, County Clerk
Helen R. Goerl
BY HELEN R. GOERL, DEPUTY

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Professional Corporation
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Attorneys for Defendant,
Dominguez Water Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CALIFORNIA WATER SERVICE)
COMPANY, et al.,)
Plaintiffs)
vs.)
CITY OF COMPTON, et al.,)
Defendants.)

NO. 506,806
AMENDED JUDGMENT
(DECLARING AND ESTABLISHING
WATER RIGHTS IN THE WEST COAST
BASIN, IMPOSING A PHYSICAL
SOLUTION THEREIN AND ENJOINING
EXTRACTIONS THEREFROM IN EXCESS
OF SPECIFIED QUANTITIES.)

AMENDED JUDGMENT
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1 IV.

2 Adjudicated Rights Transferable.

3 Any rights decreed and adjudicated herein may be trans-
4 ferred, assigned, licensed or leased by the owner thereof pro-
5 vided, however, that no such transfer shall be complete until
6 compliance with the appropriate notice procedures established
7 by the Watermaster herein.

8 Rights adjudicated herein which are temporarily trans-
9 ferred, licensed or leased shall be considered the production
10 from the Basin on behalf of such transferee, licensee or
11 lessee which next follows his production of released exchange
12 pool water, if any.

13 V.

14 Physical Solution - Carry-Over, Excess Production
15 and Drought Carry-Over.

16 1. Carry-over. In order to add flexibility to the
17 operation of this Judgment and to assist in a physical solution
18 to meet the water requirements in the West Basin, each of the
19 parties to this action who is adjudged in Paragraph III here-
20 of to have an Adjudicated Right and who, during a water year,
21 does not extract from the Basin all of such party's Adjudicated
22 Right, is permitted to carry over from such water year the
23 right to extract from the Basin in the next succeeding water
24 year an amount of water equivalent to the excess of his Ad-
25 judicated Right over his extraction during said water year
26 not to exceed, however, 10% of such party's Adjudicated Right
27 or two acre-feet, whichever is the larger.

28 2. Excess Production. In order to meet possible

1 LAGERLOF, SENICAL, DRESCHER & SWIFT
2 301 North Lake Avenue, 10th Floor
3 Pasadena, California 91101
4 (818) 793-9400 or (213) 385-4345

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

10
11 CENTRAL AND WEST BASIN WATER) No. 786,656
12 REPLENISHMENT DISTRICT, etc.,) SECOND AMENDED
13) JUDGMENT
14) (Declaring and establishing
15) water rights in Central Basin
16) and enjoining extractions
17) therefrom in excess of specified
18) quantities.)
19)
20 CHARLES E. ADAMS, et al.,)
21) Defendants.)
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1 "Total Water Right" is the quantity arrived at in the
2 same manner as in the computation of "Base Water Right", but
3 including as if extracted in any particular year the Imported
4 Water Use Credit, if any, to which a particular party may be
5 entitled.

6 "Water" includes only non-saline water, which is that
7 having less than 1,000 parts of chlorides to 1,000,000 parts of
8 water.

9 "Water Year" is the 12-month period commencing Octo-
10 ber 1 of each year and ending September 30th of the following
11 year.

12 In those instances where any of the above-defined
13 words, terms, phrases or clauses are utilized in the definition
14 of any of the other above-defined words, terms, phrases and
15 clauses, such use is with the same meaning as is above set forth.

16
17 NOW THEREFORE, IT IS ORDERED, DECLARED, ADJUDGED AND
18 DECREED WITH RESPECT TO THE ACTION AND CROSS-ACTION AS FOLLOWS:

19 I. DECLARATION AND DETERMINATION OF WATER RIGHTS OF
20 PARTIES; RESTRICTION ON THE EXERCISE THEREOF.¹

21 1. Determination of Rights of Parties.

22 (a) Each party, except defendants, The City of Los
23 Angeles and Department of Water and Power of the City of Los
24 Angeles, whose name is hereinafter set forth in the tabulation at
25 the conclusion of Subpart 3 of Part 1, and after whose name there
26

27 ¹headings in the judgment are for purposes of reference and
28 the language of said headings do not constitute, other than for
such purpose, a portion of this judgment.

1 appears under the column "Total Water Right" a figure other than
2 "0", was the owner of and had the right to extract annually
3 groundwater from Central Basin for beneficial use in the quantity
4 set forth after that party's name under said column "Total Water
5 Right" pursuant to the Judgment as originally entered herein.
6 Attached hereto as Appendix "2" and by this reference made a part
7 hereof as though fully set forth are the water rights of parties
8 and successors in interest as they existed as of the close of the
9 water year ending September 30, 1978 in accordance with the
10 Watermaster Reports on file with this Court and the records of
11 the Plaintiff. This tabulation does not take into account
12 additions or subtractions from any Allowed Pumping Allocation of
13 a producer for the 1978-79 water year, nor other adjustments not
14 representing change in fee title to water rights, such as leases
15 of water rights, nor does it include the names of lessees of
16 landowners where the lessees are exercising the water rights.
17 The exercise of all water rights is subject, however, to the
18 provisions of this Judgment is hereinafter contained. All of
19 said rights are of the same legal force and effect and are
20 without priority with reference to each other. Each party whose
21 name is hereinafter set forth in the tabulation set forth in
22 Appendix "2" of this judgment, and after whose name there appears
23 under the column "Total Water Right" the figure "0" owns no
24 rights to extract any ground water from Central Basin, and has no
25 right to extract any ground water from Central Basin.

26 (b) Defendant The City of Los Angeles is the owner of
27 the right to extract fifteen thousand (15,000) acre feet per
28 annum of ground water from Central Basin. Defendant Department

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RIVERSIDE COUNTY

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Cross-Complainant
MOJAVE WATER AGENCY

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Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF RIVERSIDE

12 CITY OF BARSTOW, et al,
13 Plaintiff,

14 v.

15 CITY OF ADELANTO, et al,
16 Defendant.

17 MOJAVE WATER AGENCY,
18 Cross-complainant,

19 v.

20 ANDERSON, RONALD H. et al,
21 Cross-defendants.

) CASE NO. 208568

) ASSIGNED TO JUDGE KAISER
) DEPT. 4 FOR ALL PURPOSES

) JUDGMENT AFTER TRIAL

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Exhibit "A" - Map entitled, "Map showing Mojave Water Agency, Mojave River, Mojave Basin Area and Hydrologic Subareas and Limits of Adjudicated Area Together with Geologic and Other Pertinent Features."

Exhibit "B" - Tables entitled, "Table B-1: Table Showing Base Annual Production, Base Annual Production Right of Each Producer Within Each Subarea, and Free Production Allowance for Subareas for First Five Years of the Judgment" and "Table B-2: Table Showing Total Water Production for Aquaculture and Recreational Lake Purposes."

Exhibit "C" - Engineering Appendix.

Exhibit "D" - Time Schedules.

Exhibit "E" - List of Producers and Their Designees.

Exhibit "F" - Transfers of Base Annual Production Rights.

Exhibit "G" - Subarea Obligations.

Exhibit "H" - Biological Resource Mitigation.

Exhibit "I" - Map Showing Potential Groundwater Recharge Areas

1 capital costs exceed a rate equal to
2 fifty percent of the variable cost rate
3 charged to MWA under its contract for
4 water delivery from the California State
5 Water Project;

6 e. Legislative Changes. MWA shall seek promptly
7 to have enacted amendments to the MWA Act (Water Code Appendix,
8 Part 97) that allow MWA to implement any methods of governmental
9 financing available to any public entity in California.

10 f. Court Review and Determination of Benefit. Not
11 later than September 30, 1996, MWA shall submit its report to the
12 Court in a noticed motion pursuant to Paragraph 36. The report
13 shall set forth MWA's recommendations as to the following: (1)
14 which alternatives should be implemented; (2) methods of cost
15 allocation for the recommended alternatives; (3) financing for the
16 recommended alternatives; and (4) a time schedule to complete the
17 recommended alternatives. The Court may approve or reject the
18 recommendations. The Court may further order the use of
19 alternatives and time schedules or it may order additional studies
20 and resubmittals, as it may deem proper.

21 10. Priority and Determination of Production Rights.
22 The water rights involved herein are of differing types and
23 commenced at different times. Many of the rights involved are
24 devoted to public uses. The Declaration of Water Rights that is
25 part of the judgment and the Physical Solution decreed herein takes
26 into consideration the competing priorities which have been
27 asserted in addition to the equitable principles applicable to
28 apportionment of water in this situation. The following factors

1 have been considered in the formulation of each Producer's Base
2 Annual Production Right:

3 a. The Mojave Basin Area and each of its hydrologic
4 Subareas have continuously for many Years been in a state of
5 system-wide Overdraft;

6 b. All Producers have contributed to the Overdraft;

7 c. None of the priorities asserted by any of the
8 Producers is without dispute;

9 d. Under the complex scheme of California water
10 law, the allocation of water and rights mechanically based upon the
11 asserted priorities would be extremely difficult, if not
12 impossible, and would not result in the most equitable
13 apportionment of water;

14 e. Such mechanical allocation would, in fact,
15 impose undue hardship on many Parties;

16 f. There is a need for conserving and making
17 maximum beneficial use of the water resources of the State;

18 g. The economy of the Mojave Basin Area has to a
19 great extent been established on the basis of the existing
20 Production;

21 h. The Judgment and Physical Solution take into
22 consideration the unique physical and climatic conditions of the
23 Mojave Basin Area, the Consumptive Use of water in the several
24 sections of the Basin, the character and rate of return flows, the
25 extent of established uses, the availability of storage water, the
26 relative benefits and detriments between upstream areas and
27 downstream areas if a limitation is imposed on one and not the

28 ///

1 other, and the need to protect public interest and public trust
2 concerns.

3 In consideration of the foregoing factors, and in
4 accordance with the terms and conditions of this Judgment, the
5 Parties are estopped and barred from asserting special priorities
6 or preferences.

7 11. Exercise of Carry Over Rights. The first water
8 Produced by a Producer during any Year shall be deemed to be an
9 exercise of any Carry Over Right. Such Carry Over Right may be
10 transferred in accordance with Exhibit "F".

11 12. Production Only Pursuant to Judgment. This
12 Judgment, and the Physical Solution decreed herein, addresses all
13 Production within the Mojave Basin Area. Because of the existence
14 of Overdraft, any Production outside the framework of this Judgment
15 and Physical Solution will contribute to an increased Overdraft,
16 potentially damage the Mojave Basin Area and public interests in
17 the Basin Area, injure the rights of all Parties, and interfere
18 with the Physical Solution. Watermaster shall bring an action or
19 a motion to enjoin any Production that is not pursuant to the terms
20 of this Judgment.

21 13. Declaration of Subarea Rights and Obligations. In
22 the aggregate, Producers within certain Subareas have rights, as
23 against those in adjoining upstream Subareas, to receive average
24 Annual water supplies and, in any one Year, to receive minimum
25 Annual water supplies equal to the amounts set forth in Exhibit
26 "G", in addition to any Storm Flows. In turn, in the aggregate,
27 Producers within certain Subareas have an obligation to provide to
28 adjoining downstream Subareas such average Annual water supplies in

1 Subarea Advisory Committees, except that all meetings of the
2 committees shall be open to the public.

3 32. Compensation. The Subarea Advisory Committee
4 members shall serve without compensation.

5 33. Powers and Functions. The Subarea Advisory
6 Committee for each Subarea shall act in an advisory capacity only
7 and shall have the duty to study, review and make recommendations
8 on all discretionary determinations made or to be made hereunder by
9 Watermaster which may affect that Subarea.

10 E. TRANSFERABILITY.

11 34. Assignment, Transfer, etc. of Rights. In order to
12 further the purposes of this Judgment and Physical Solution, any
13 Base Annual Production Right, or any portion thereof, may be sold,
14 assigned, transferred, licensed or leased pursuant to the rules and
15 procedures set forth in Exhibit "F".

16 F. MISCELLANEOUS PROVISIONS.

17 35. Water Quality. Nothing in this Judgment shall be
18 interpreted as relieving any Party of its responsibilities to
~~comply with state or federal laws for the protection of water~~

19
20 quality or the provisions of any permits, standards, requirements,
21 or orders promulgated thereunder.

22 36. Review Procedures. Any action, decision, rule or
23 procedure of Watermaster pursuant to this Judgment shall be subject
24 to review by the Court on its own motion or on timely motion by any
25 Party, as follows:

26 a. Effective Date of Watermaster Action. Any
27 order, decision or action of Watermaster pursuant to this Judgment
28 on noticed specific agenda items shall be deemed to have occurred

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LOS ANGELES SUPERIOR

DEC 18 1998

JOHN A. CLARKE, CLERK
[Signature]

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 SOUTHERN CALIFORNIA WATER COMPANY)

12 Plaintiff,)

13 vs.)

14 CITY OF LA VERNE, CITY OF CLAREMONT,)
15 CITY OF POMONA, CITY OF UPLAND,)
16 POMONA COLLEGE, POMONA VALLEY)
17 PROTECTIVE ASSOCIATION, SAN ANTONIO)
18 WATER COMPANY, SIMPSON PAPER)
19 COMPANY, THREE VALLEYS MUNICIPAL)
20 WATER DISTRICT, WEST END)
21 CONSOLIDATED WATER COMPANY, and)
22 DOES 1 through 1,000, Inclusive,)

23 Respondents and Defendants.)

CASE NO. KC029152

Assigned for All
Purposes to Judge
William O. McVittie

Department 0

(Complaint Filed, September 28,
1998).

JUDGMENT

24
25 THE DOCUMENT TO WHICH THIS CERTIFICATE IS
26 ATTACHED IS A FULL, TRUE, AND CORRECT COPY
27 OF THE ORIGINAL ON FILE AND OF RECORD IN
28 MY OFFICE.

DEC 18 1998

ATTEST

JOHN A. CLARKE

Executive Officer/Clerk of the
Superior Court of California, County of
Los Angeles

By *[Signature]*, Deputy

C. MORALES

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1 recover groundwater accruing under this Judgment in the Two Basins Area may not be transferred,
2 exchanged or exercised in the Four Basins Area.

3 **B. Rights of the Parties to Produce Groundwater from the Four Basins.**

4 1. **Declaration of Rights.** The Parties listed in Exhibit "D" are the owners of
5 appropriate rights, including rights by prescription, and exercised and unexercised overlying rights
6 of equal priority, and each Party shall be entitled to produce groundwater under the Physical Solution
7 and to share in the Operating Safe Yield of the Four Basins according to the percentages set forth in
8 Exhibit "D" as Base Annual Production Rights in a manner consistent with the provisions of this
9 Judgment.

10 2. **Carryover Rights.** Any Party that produces less than its share of the Operating Safe
11 Yield in any Year shall have the right to carry the unproduced portion forward to be produced in the
12 following year subject to the following limitations: (a) the first water produced in any Year shall be
13 deemed to be an exercise of any Carryover Right; (b) a Party's Carryover Right cannot exceed 25
14 (twenty-five) per cent of such Party's share of the current Operating Safe Yield for the prior Year;
15 and (c) Carryover Rights may be lost in the event replenishment is discontinued or curtailed as
16 provided below in Article IIIB, Section 7.

17 3. **Transferability of Rights.** Subject to the limitations set forth in his Judgment, a Base
18 Annual Production Right and its associated percentage of the Operating Safe Yield, as well as any
19 Carryover Rights and water stored under a Storage and Recovery Agreement, may be transferred, in
20 whole or in part, among existing Parties or to any other person that becomes a Party on either a
21 temporary or permanent basis provided that no Party is substantially injured by the Transfer. Pro-
22 duction pursuant to any such Transfer shall be subject to the limitations on carryover and portability
23 set forth in Article IIIB, Section 4. Any such Transfer shall become effective upon being recorded
24 with Watermaster. Watermaster shall revise Exhibit "D" annually, to reflect any permanent
25 Transfers. The permanent Transfer of any Party's full Base Annual Production Right shall require
26 Watermaster approval. Upon Watermaster approval the permanent Transfer of a Party's full Base
27 Annual Production Right may require an adjustment in the Party representatives to the Watermaster

28

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9 FOR THE COUNTY OF MONTEREY

10 CALIFORNIA AMERICAN WATER,

11 Plaintiff,

12 vs.

13 CITY OF SEASIDE, et al.,

14 Defendants.

Case No. M66343

Assigned for All Purposes to the
Honorable Roger D. Randall (Ret.)

**[PROPOSED] ORDER GRANTING
WATERMASTER'S MOTION TO AMEND
DECISION**

Date: December 12, 2008
Time: 1:30 p.m.
Dept: 16, 1st Floor

17 MONTEREY PENINSULA WATER
18 MANAGEMENT DISTRICT,

19 Intervenor,

20 MONTEREY COUNTY WATER
21 RESOURCES AGENCY,

22 Intervenor,

23 AND RELATED CROSS-ACTION.
24

25 [Proposed] ORDER

26 Pursuant to the court's continuing jurisdiction set forth in Section III.O.1.a of the final
27 decision issued in this action, having read, reviewed and considered all pleadings filed in support
28

1 and in response, if any, to the motion, and the argument of counsel, and good cause appearing
2 therefor,

3 **IT IS ORDERED, ADJUDGED AND DECREED** that the Judgment in *California*
4 *American Water v. City of Seaside et al.* (Superior Ct. Monterey County, 2006, No. M66343)
5 (Seaside Basin Judgment) shall be amended as follows:

6 The text in paragraph 2 of Section III.B.3.e shall read:

7 Any of the aforementioned Parties, except the County of Monterey,
8 may choose to change all or a portion of their Alternative Production
9 Allocation to the Standard Production Allocation method set forth in
10 Section III.B.2 and shall be entitled to all of the privileges associated
11 with said Production Allocation as set forth herein (e.g.
12 transferability, Storage rights, and Carryover rights). A Party
13 choosing to change to the Standard Production Allocation shall do so
14 by filing a declaration with the Court, and serving said declaration on
15 all other parties. Once a Party chooses to change to the Standard
16 Production Allocation method set forth in Section III.B.2, that Party
17 shall not be allowed to thereafter again choose to participate in the
18 Alternative Production Allocation. The Parties under the Standard
19 Production Allocation shall not be allowed at any time to change from
20 the Standard Production Allocation to the Alternative Production
21 Allocation.

22 Date: December ____, 2008

23 _____
24 Honorable Roger D. Randall (Ret.)
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF) ss
4 SANTA BARBARA)

5 I am employed by Brownstein Hyatt Farber Schreck n in the County of Santa Barbara,
6 State of California. I am over the age of 18 and not a party to the within action; my business
7 address is: 21 East Carrillo Street, Santa Barbara, California 93101. On November 13, 2008, I
8 served the within documents:

9 **NOTICE OF MOTION AND MOTION TO AMEND DECISION; MEMORANDUM OF
10 POINTS AND AUTHORITIES; AND DECLARATION OF RUSSELL M.
11 MCGLOTHLIN IN SUPPORT THEREOF; REQUEST FOR JUDICIAL NOTICE;
12 PROPOSED ORDER GRANTING WATERMASTER'S REQUEST FOR JUDICIAL
13 NOTICE; PROPOSED ORDER GRANTING WATERMASTER'S MOTION TO AMEND**



15 By placing the document listed above in a sealed envelope with postage thereon fully
16 prepaid, in the United States mail at Santa Barbara, addressed as set forth below.



18 By e-mailing the document listed above to all parties listed on the Proof of Service
19 attached on the Service List below.

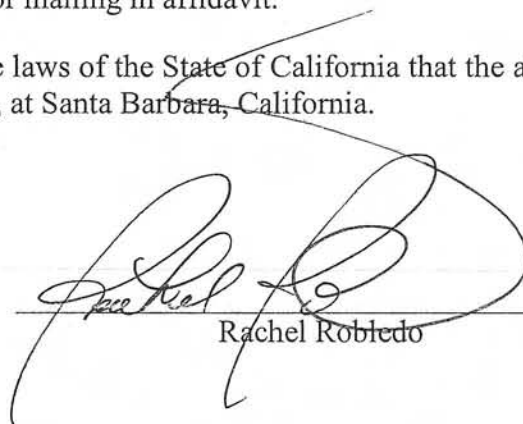


21 By sending a true copy of the above document to the parties as set forth on the
22 service list at the fax numbers indicated. The facsimile machine used complied with
23 CRC Rule 2003(3), and the transmission was reported as complete and without error.
24 Pursuant to CRC Rule 2005(i), a transmission confirmation report was properly
25 issued by the transmitting facsimile machine, stating the time and date of such
26 transmission.

27 **SEE ATTACHED SERVICE LIST**

28 I am readily familiar with the firm's practice of collection and processing correspondence
for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or postage meter
date is more than on day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is
true and correct. Executed on November 13, 2008, at Santa Barbara, California.


Rachel Robledo

SERVICE LIST

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Judge Roger D. Randall

JUDGE'S COPY

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**MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT**

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

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SECURITY NATIONAL GUARANTY, INC.

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per Govt. Code § 6103**

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8 WATER MANAGEMENT DISTRICT

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF MONTEREY**

11 CALIFORNIA AMERICAN WATER,

12 Plaintiff,

13 vs.

14 CITY OF SEASIDE, et al.,

15 Defendants.

16
17 MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT,

18 Intervenor,

19 MONTEREY COUNTY WATER
20 RESOURCES AGENCY,

21 Intervenor,

22 AND RELATED CROSS-ACTIONS.
23
24
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Case No. M66343

**NOTICE OF MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT'S
NON-OPPOSITION TO SEASIDE BASIN
WATERMASTER'S MOTION TO AMEND
AND RESTATE THE DECISION**

**[Assigned for all Purposes to the
Honorable Roger D. Randall (Ret.)]**


Date: December 12, 2008
Time: 1:30 p.m.
Dept.: 16

1 **TO ALL PARTIES AND TO THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Monterey Peninsula Water Management District (“MPWMD”) has reviewed the
3 Motion filed by the City of Seaside on behalf of the Seaside Basin Watermaster on or about
4 November 15, 2008. The Motion to Amend and Restate the Decision in the above-captioned matter
5 seeks to remove the three-year limitation upon the conversion of Alternative Production Allowance
6 (“APA”) to Standard Production Allowance (“SPA”), and instead allow conversion of APA to SPA
7 in perpetuity, provided that once converted, the new SPA could not be returned to APA. The
8 MPWMD does not oppose the granting of this Motion, and hereby files this Notice of Non-
9 Opposition.

10
11 Dated: November 18, 2008

De LAY & LAREDO


12
13 By: DAVID C. LAREDO
14 Attorney for Intervener and Cross-Defendant
15 MONTEREY PENINSULA WATER
16 MANAGEMENT DISTRICT
17
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27 U:\General (NEW)\MPWMD - Main\Watermaster\Notice of Non-Opposition.doc
28

1 **PROOF OF SERVICE**

2
3 I, Wanda Gooch, declare as follows:

4 I am employed in the City of Pacific Grove and County of Monterey, California. I am over
5 the age of eighteen years, and not a party to the within cause; my business address is DE LAY &
6 LAREDO, 606 Forest Avenue, Pacific Grove, California 93950.

7 On November 18, 2008, I served a true and correct copy of

8 **NOTICE OF MONTEREY PENINSULA WATER MANAGEMENT DISTRICT'S**
9 **NON-OPPOSITION TO SEASIDE BASIN WATERMASTER'S MOTION TO AMEND**
10 **AND RESTATE THE DECISION**

11 (BY MAIL) on all parties in said action listed below, in accordance with Code of
12 Civil Procedure §1013a(3), by placing a true copy thereof in a sealed envelope in a
13 designated area for outgoing mail, addressed as set forth below with postage thereon fully
14 prepaid for first class mail, for collection and mailing at De Lay & Laredo, Pacific Grove,
15 California following ordinary business practice. I am readily familiar with the practice
16 being that in the ordinary course of business, correspondence is deposited in the United
17 States Postal Service the same day as it is placed for collection.

18 SEE ATTACHED SERVICE LIST

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

21 Executed on November 18, 2008, at Pacific Grove, California.

22
23
24
25
26
27
28

Wanda Gooch

SERVICE LIST

1
2 Honorable Roger D. Randall

Judge's Copy

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4 Tim Miller
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16 Facsimile: (831) 373-8302

17 Attorneys for THE YORK SCHOOL

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF MONTEREY

20 CALIFORNIA AMERICAN WATER,

21 Plaintiff,

22 v.

23 CITY OF SEASIDE; CITY OF MONTEREY;
24 CITY OF SAND CITY; CITY OF DEL REY
25 OAKS; SECURITY NATIONAL
26 GUARANTY, INC.; GRANITE ROCK
COMPANY, INC.; D.B.O. DEVELOPMENT
27 COMPANY NO. 27, INC.; MURIEL E.
CALABRESE 1987 TRUST; ALDERWOODS
28 GROUP (CALIFORNIA), INC.; PASADERA

CASE NO. M66343

**NOTICE OF JOINDER IN MOTION
BY SEASIDE BASIN WATERMASTER
TO AMEND AND RESTATE THE
DECISION**

Action Filed: August 14, 2003

(Assigned to Hon. Roger D. Randall, Ret.)

DATE: December 12, 2008

TIME: 1:30 p.m.

DEPT.: 16, 1st Floor

1 COUNTRY CLUB, LLC; LAGUNA SECA
2 RESORT, INC.; BISHOP McINTOSH &
3 McINTOSH, a general partnership; THE YORK
4 SCHOOL, INC.; and DOES 1 through 1,000,
5 Inclusive,

6 Defendant.

7 MONTEREY PENINSULA WATER
8 MANAGEMENT DISTRICT,

9 Intervenor.

10 AND RELATED CROSS-ACTIONS.

11 This Notice of Joinder is submitted on behalf of York School, Pasadera Country
12 Club, Laguna Seca Resort, Inc. and Bishop, McIntosh & McIntosh ("Laguna Seca Alternative
13 Producers"). The Laguna Seca Alternative Producers hereby join in the Motion by Seaside Basin
14 Watermaster to Amend and Restate the Decision.

15 Dated: November 20, 2008

16 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
17 A Professional Corporation

18 By 

19 Stanley C. Powell

20 Attorneys for Defendant and Cross-Complainant
21 BISHOP, McINTOSH & McINTOSH

1 **PROOF OF SERVICE**

2 I, Do Gentry, declare:

3 I am a resident of the State of California and over the age of eighteen years, and
4 not a party to the within action; my business address is 400 Capitol Mall, 27th Floor, Sacramento,
CA 95814-4416. On November 20, 2008, I served the within documents:

5 **NOTICE OF JOINDER IN MOTION BY SEASIDE BASIN**
6 **WATERMASTER TO AMEND AND RESTATE THE DECISION**

- 7 by transmitting via facsimile from (916) 321-4555 the above listed document(s)
8 without error to the fax number(s) set forth below on this date before 5:00 p.m. A
9 copy of the transmittal/confirmation sheet is attached.
- 10 by placing the document(s) listed above in a sealed envelope with postage thereon
11 fully prepaid, in the United States mail at Sacramento, California addressed as set
12 forth below.
- 13 by causing personal delivery by messenger of the document(s) listed above to the
14 person(s) at the address(es) set forth below.
- 15 by placing the document(s) listed above in a sealed Federal Express envelope and
16 affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal
17 Express agent for delivery
- 18 by personally delivering the document(s) listed above to the person(s) at the
19 address(es) set forth below.

20 *Please see attached Service List*

21 I am readily familiar with the firm's practice of collection and processing
22 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
23 Service on that same day with postage thereon fully prepaid in the ordinary course of business. I
24 am aware that on motion of the party served, service is presumed invalid if postal cancellation
25 date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

28 Executed on November 20, 2008, at Sacramento, California.



Do Gentry

Service List

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PLAINTIFF CALIFORNIA AMERICAN WATER:

Carrie L. Gleeson
California American Water
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Facsimile: (619) 409-7701

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DEBTOR SECURITY NATIONAL GUARANTY,
INC.:

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DEFENDANT D.B.O. DEVELOPMENT
COMPANY:

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DEFENDANT PASADERA COUNTY CLUB, LLC:

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DEFENDANT PASADERA COUNTRY CLUB:

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Facsimile: (415) 398-4321

DEFENDANT THE YORK SCHOOL, INC.:

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Horan, Lloyd, Karachale, Dyer,
Schwartz, Law & Cook
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DEFENDANT ALDERWOODS GROUP:

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INTERVENOR MONTEREY COUNTY WATER
RESOURCES AGENCY:

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DEFENDANT COUNTY OF MONTEREY:

Irven L. Grant, Deputy County Counsel
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County of Monterey
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Facsimile: (831) 755-5283

WATERMASTER EXECUTIVE OFFICER:

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Watermaster Executive Officer
2600 Garden Road, Suite 228
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6

7 Attorneys for Defendant COUNTY OF MONTEREY

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF MONTEREY**

11 CALIFORNIA AMERICAN WATER,

Case No. M 66343

12 Plaintiff,

**NOTICE OF COUNTY OF MONTEREY'S
NON-OPPOSITION TO SEASIDE BASIN
WATERMASTER'S MOTION TO AMEND
AND RESTATE THE DECISION**

13 v.

14 CITY OF SEASIDE, et al.

15 Defendants,

Date: December 12, 2008

Time: 1:30 p.m.

Dept.: 16

16 MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT,

17 Intervenor,

18 MONTEREY COUNTY WATER RESOURCES
19 AGENCY,

Intervenor.

20 AND RELATED CROSS ACTIONS.
21 _____ /

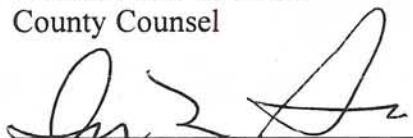
22
23 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

24 COUNTY OF MONTEREY ("COUNTY") has reviewed the Motion filed by the City of Seaside on
25 behalf of the Seaside Basin Watermaster on or about November 15, 2008. The Motion to Amend and Restate
26

1 the Decision in the above-captioned matter seeks to remove the three-year limitation upon the conversion of
2 Alternative Production Allowance (“APA”) to Standard Production Allowance (“SPA”), and instead allow
3 conversion of APA to SPA in perpetuity, provided that once converted, the new SPA could not be returned to
4 APA. The COUNTY does not oppose the granting of this Motion, and hereby files this Notice of Non-
5 Opposition.

6
7 DATED: November 24, 2008

8 CHARLES J. McKEE
9 County Counsel

10 
11 IRVEN L. GRANT
12 Deputy County Counsel

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19 Attorneys for Defendant
20 COUNTY OF MONTEREY
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PROOF OF SERVICE

I am employed in the County of Monterey, State of California. I am over the age of 18 years and not a party to the within action. My business address is 168 W. Alisal Street, 3rd Floor, Salinas, California.

On **November 24, 2008**, I served a true copy of the following document(s):

**NOTICE OF COUNTY OF MONTEREY'S NON-OPPOSITION TO SEASIDE BASIN
WATERMASTER'S MOTION TO AMEND AND RESTATE THE DECISION**

on the interested parties to said action by the following means:

- (BY MAIL)** By placing a true copy thereof, enclosed in a sealed envelope, for collection and mailing on that date following ordinary business practices, in the United States Mail at the Office of the County Counsel, 168 W. Alisal Street, 3rd Floor, Salinas, California, addressed as shown below. I am readily familiar with this business's practice for collection and processing of correspondence for mailing with the United States Postal Service, and in the ordinary course of business, correspondence would be deposited with the United States Postal Service the same day it was placed for collection and processing.

- (BY E-MAIL)** By submitting these documents via e-mail, at the Office of the County Counsel, 168 W. Alisal Street, 3rd Floor, Salinas, California, addressed as shown on the attached Service List.

- (BY HAND DELIVERY)** By causing a true copy thereof, enclosed in a sealed envelope, to be delivered by hand to the address(es) shown below.

- (BY OVERNIGHT DELIVERY)** By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges to be billed to the Office of the County Counsel, to be delivered by Express Mail, to the address(es) shown below.

- (BY FACSIMILE TRANSMISSION)** By transmitting a true copy thereof by facsimile transmission from facsimile number (831) 755-5283 or (831) 771-0595 to the interested parties to said action at the facsimile number(s) shown below.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed on **November 24, 2008**, at Salinas, California.

Caroline McMillin

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Attorney for MCWRA

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6 **Facsimile: (805) 965-4333**

7 **Attorneys for Defendant, CITY OF SEASIDE**

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF MONTEREY**

10 CALIFORNIA AMERICAN WATER,

11 Plaintiff,

12 vs.

13 CITY OF SEASIDE, et al.,

14 Defendants.

Case No. M66343

Assigned for All Purposes to the
Honorable Roger D. Randall (Ret.)

**PROOF OF SERVICE FOR
NOTICE OF MOTION AND MOTION BY
SEASIDE BASIN WATERMASTER TO
AMEND AND RESTATE THE DECISION;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF;
REQUEST FOR JUDICIAL NOTICE;
DECLARATION OF RUSSELL
MCGLOTHLIN; PROPOSED ORDER
GRANTING WATERMASTER'S REQUEST
FOR JUDICIAL NOTICE; PROPOSED
ORDER GRANTING WATERMASTER'S
MOTION TO AMEND**

Date: December 12, 2008

Time: 1:30 p.m.

Dept: 16, 1st Floor

22 MONTEREY PENINSULA WATER
23 MANAGEMENT DISTRICT,

24 Intervenor,

25 MONTEREY COUNTY WATER
26 RESOURCES AGENCY,

27 Intervenor,

1 AND RELATED CROSS-ACTION.
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BROWNSTEIN HYATT FARBES SCHRECK, LLP
21 East Carrillo Street
Santa Barbara, CA 93101

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF) ss
4 SANTA BARBARA)

5 I am employed by Brownstein Hyatt Farber Schreck n in the County of Santa Barbara,
6 State of California. I am over the age of 18 and not a party to the within action; my business
address is: 21 East Carrillo Street, Santa Barbara, California 93101. On November 13, 2008, I
served the within documents:

7 **NOTICE OF MOTION AND MOTION TO AMEND DECISION; MEMORANDUM OF**
8 **POINTS AND AUTHORITIES; AND DECLARATION OF RUSSELL M.**
9 **MCGLOTHLIN IN SUPPORT THEREOF; REQUEST FOR JUDICIAL NOTICE;**
PROPOSED ORDER GRANTING WATERMASTER’S REQUEST FOR JUDICIAL
NOTICE; PROPOSED ORDER GRANTING WATERMASTER’S MOTION TO AMEND

10 By placing the document listed above in a sealed envelope with postage thereon fully
11 prepaid, in the United States mail at Santa Barbara, addressed as set forth below.

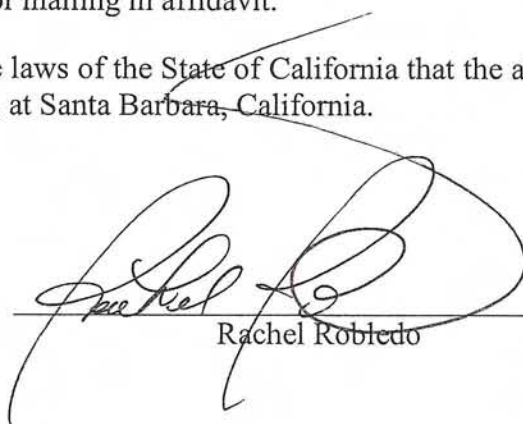
12 By e-mailing the document listed above to all parties listed on the Proof of Service
13 attached on the Service List below.

14 By sending a true copy of the above document to the parties as set forth on the
15 service list at the fax numbers indicated. The facsimile machine used complied with
16 CRC Rule 2003(3), and the transmission was reported as complete and without error.
Pursuant to CRC Rule 2005(i), a transmission confirmation report was properly
issued by the transmitting facsimile machine, stating the time and date of such
transmission.

17 **SEE ATTACHED SERVICE LIST**

18 I am readily familiar with the firm’s practice of collection and processing correspondence
19 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
20 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or postage meter
date is more than on day after the date of deposit for mailing in affidavit.

21 I declare under penalty of perjury under the laws of the State of California that the above is
22 true and correct. Executed on November 13, 2008, at Santa Barbara, California.

23
24 
25 _____
26 Rachel Robledo
27
28

SERVICE LIST

Judge Roger D. Randall

JUDGE'S COPY

Carrie L. Gleeson
Tim Miller
303 H. Street, Suite 250
Chula Vista, California 91910

CALIFORNIA AMERICAN WATER

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6 David C. Sweigert, Esq.
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NO. 27**

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MANAGEMENT DISTRICT**

**MONTEREY COUNTY WATER
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF MONTEREY

10 CALIFORNIA AMERICAN WATER,

11 Plaintiff,

12 vs.

13 CITY OF SEASIDE, et al.,

14 Defendants.

Case No. M66343

Assigned for All Purposes to the
Honorable Roger D. Randall (Ret.)

**PROPOSED ORDER GRANTING
WATERMASTER'S REQUEST FOR
JUDICIAL NOTICE**

Date: December 12, 2008
Time: 1:30 p.m.
Dept:: 16, 1st Floor

17 MONTEREY PENINSULA WATER
18 MANAGEMENT DISTRICT,

19 Intervenor,

20 MONTEREY COUNTY WATER
21 RESOURCES AGENCY,

22 Intervenor,

23 AND RELATED CROSS-ACTION.
24

1 Defendant City of Seaside's Request for Judicial Notice came before this Court on
2 December 12, 2008, at 1:30 p.m., before the Honorable Roger D. Randall (Ret.), in Department 16,
3 1st Floor of this Court, located at 1200 Aguajito Road, Monterey, California

4 After consideration of the pleadings and arguments of counsel, and all other matters
5 presented to the Court, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that
6 Defendant City of Seaside's Request for Judicial Notice of the following four documents is granted
7 pursuant to Evidence Code § 453 and 452(c):

8 1. The cover page, table of contents, and cited pages of the judgment entered in the
9 case: *California Water Service Co. v. City of Compton, et al.* (Superior Ct. Los Angeles County,
10 1980, No. 506,806);

11 2. The cover page, table of contents, and the cited pages of the judgment entered in the
12 case: *Central and West Basin Water Replenishment District, etc. v. Charles E. Adams, et al.*
13 (Superior Ct. Los Angeles County, 1991, No. 786,656);

14 3. The cover page, table of contents, and the cited pages of the judgment entered in the
15 case: *City of Barstow, et al. v. City of Adelanto, et al.* (Superior Ct. Riverside County, 1996, No.
16 208568);

17 4. The cover page, table of contents, and the cited pages of the judgment entered in the
18 case: *Southern California Water Co. v. City of La Verne, et al.* (Superior Ct. Los Angeles County,
19 1998, No. KC029152).

20
21
22 DATED: December _____, 2008

23 _____
24 JUDGE OF SUPERIOR COURT
25
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