

01/06/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

Dan Raytis, State Bar No. 218374

dan@bbr.law

Daniel M. Root, State Bar No. 311840

droot@bbr.law

BELDEN BLAINE RAYTIS, LLP
5016 California Avenue, Suite 3
Bakersfield, California 93309
P.O. Box 9129
Bakersfield, California 93389
Telephone: (661) 864-7826
Facsimile: (661) 878-9797

Attorneys for Defendant,
CUYAMA DAIRY LAND, LLC, as well as on behalf of the HOEKSTRA
FAMILY TRUST, DATED MAY 6, 1999

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

BOLTHOUSE LAND COMPANY, LLC, a
California limited liability company; WM
BOLTHOUSE FARMS, INC., a Michigan
corporation;

and

GRIMMWAY ENTERPRISES, INC., a
Delaware corporation; DIAMOND FARMING
COMPANY, a California corporation; LAPIS
LAND COMPANY, LLC, a California limited
liability company; RUBY PROPERTY
HOLDINGS, LLC, a Delaware corporation;

Plaintiffs,

v.

ALL PERSONS CLAIMING A RIGHT TO
EXTRACT OR STORE GROUNDWATER
IN THE CUYAMA VALLEY
GROUNDWATER BASIN (NO. 30-013);
ALL PERSONS UNKNOWN, CLAIMING
ANY LEGAL OR EQUITABLE RIGHT,
TITLE, ESTATE, LIEN, OR INTERESTS IN
THE PROPERTY DESCRIBED IN THE
OCMPANY ADVERSE TO PLAINTIFF'S
TITLE THERETO; DOES 1 THROUGH
5000 and THE PERSONS NAMED AS
DEFENDANTS IDENTIFIED ON EXHIBIT
D TO THIS COMPLAINT as may be amended
from time to time

Defendants.

Case No. BCV-21-101927
Complex Action

JOINT STIPULATION

Judge: Hon. Yvette M. Palazuelos
Dept.: 9

Action Filed; 08/17/2021
First Amended Complaint Filed: 03/08/2022
Trial Date: None

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

2 Plaintiffs Bolthouse Land Company, LLC, Wm. Bolthouse Farms, Inc., Grimmway
3 Enterprises, Inc., Diamond Farming Company, Lapis Land Company, LLC, and Ruby Land
4 Company, LLC's (collectively "Plaintiffs") and Defendant Cuyama Dairy Land, LLC ("Cuyama
5 Dairy"), by and through their respective counsel of record, hereby enter into this joint
6 stipulation, as set forth below, inclusive of and with reference to the following facts:

7 **WHEREAS**, this comprehensive groundwater adjudication ("Adjudication") was
8 commenced on or about August 17, 2021.

9 **WHEREAS**, Plaintiffs' First Amended Complaint, the operative complaint at issue in
10 this Adjudication, was filed on or about March 8, 2022.

11 **WHEREAS**, Cuyama Dairy filed and served its Answer to Plaintiffs' First Amended
12 Complaint on or about July 15, 2022.

13 **WHEREAS**, Cuyama Dairy filed and served its Initial Disclosures on or about
14 November 16, 2022.

15 **WHEREAS**, during the process of investigation related to this Adjudication, it has been
16 discovered that the Hoekstra Family Trust, dated May 6, 1999 ("HFT"), is the legal and fee
17 owner of parcels of property subject to this Adjudication, including, but not limited to, those
18 wherein Cuyama Dairy carries out its business operations.

19 **WHEREAS**, HFT is the owner of all parcels of property identified as being subject to
20 this Adjudication by Cuyama Dairy, including as set forth under Cuyama Dairy's Initial
21 Disclosures.

22 **WHEREAS**, because of HFT's ownership of the subject parcels identified herein by
23 Cuyama Dairy, HFT is the real party in interest with respect to all property and water related
24 rights and matters to be decided under this Adjudication.

25 **WHEREAS**, Plaintiffs and Cuyama Dairy have met and conferred regarding the
26 foregoing and for purposes of properly serving and naming all necessary parties to this action,
27 including serving and naming HFT as a real party in interest to this Adjudication.

1 **WHEREAS**, Plaintiffs and Cuyama Dairy agree that all filings, pleadings, disclosures,
2 and other matters filed and served in this Adjudication apply to, include, and incorporate HFT.

3 **WHEREAS**, nothing set forth under this joint stipulation shall serve to waive or affect
4 each Party’s respective rights with respect to all matters associated with this Adjudication.

5 **WHEREAS**, this joint stipulation by and between the Parties is also made to alleviate
6 unnecessary fees, costs, and expenses associated with refileing of pleadings and disclosures
7 already on file in this Adjudication and applicable to HFT, as well as promote judicial efficiency
8 and economy.

9 **WHEREAS**, nothing set forth herein shall adversely affect or prejudice any other party
10 to this action.

11 **THEREFORE**, the Parties, by and through their undersigned counsel of record, hereby
12 stipulate and agree, and respectfully request the Court enter an Order, as follows:

13 1. That all pleadings, disclosures, and other documents, filed and/or served in this
14 Adjudication, on behalf of Cuyama Dairy shall include, incorporate, and be applicable to and
15 responsive by HFT.

16 2. That Cuyama Dairy’s Answer currently on file in this action shall serve as HFT’s
17 Answer in response to Plaintiffs’ First Amended Complaint.

18 3. That Cuyama Dairy’s Initial Disclosures currently on file in this action shall serve
19 as HFT’s Initial Disclosures.

20 4. That Hoekstra, by and through this Stipulation, shall be deemed to have appeared
21 in this action and have placed the Adjudication at issue.

22 5. That nothing herein shall act as a waiver, to any degree or extent, of HFT’s rights
23 relating to, arising out of, and/or at issue with respect to this Adjudication, and that HFT shall
24 have the ability and opportunity to exercise all rights associated with this instant Adjudication
25 henceforth including, but not limited to, any amendment to pleadings, disclosures, discovery,
26 and all other matters related to this Adjudication.

27 ///

28 ///

1 ~~PROPOSED~~ ORDER

2 The Court, having considered the Parties' Joint Stipulation, and good cause appearing
3 and in support thereof, hereby **ORDERS AND DECREES AS FOLLOWS:**

4 1. All pleadings, disclosures, and other documents filed and/or served in this
5 Adjudication, on behalf of Cuyama Dairy shall include, incorporate, and be applicable to and
6 responsive by the Hoekstra Family Trust, dated May 6, 1999 ("HFT").

7 2. Cuyama Dairy's Answer currently on file in this action shall serve as HFT's
8 Answer in response to Plaintiffs' First Amended Complaint.

9 3. Cuyama Dairy's Initial Disclosures currently on file in this action shall serve as
10 HFT's Initial Disclosures.

11 4. HFT, by and through this Stipulation, is deemed to have appeared in this action
12 and has placed the Adjudication at issue.

13 5. Nothing herein waives, to any degree or extent, HFT's rights relating to, arising
14 out of, and/or at issue with respect to this Adjudication, and that HFT shall have the ability and
15 opportunity to exercise all rights associated with this instant Adjudication henceforth including,
16 but not limited to, any amendment to pleadings, disclosures, discovery, and all other matters
17 related to this Adjudication.

18
19 **IT IS SO ORDERED.**

20
21 DATED: 01/06/2023



22 **Hon. Yvette M. Palazuelos**
23 Judge of the Los Angeles Superior Court

24
25 CLERK TO GIVE NOTICE TO PLAINTIFF. PLAINTIFF TO GIVE
26 NOTICE TO ALL OTHER PARTIES.