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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CENTRAL AND WEST BASIN WATER REPLENISHMENT DISTRICT, etc., Plaintiff, v. CHARLES E. ADAMS, et al., Defendants.	No. 786,656 SECOND AMENDED JUDGMENT (Declaring and establishing water rights in Central Basin and enjoining extractions therefrom in excess of specified quantities.)
CITY OF LAKEWOOD, a municipal corporation, Cross-Complainant, v. CHARLES E. ADAMS, et al., Cross-Defendants.	

The above-entitled matter duly and regularly came on for trial in Department 73 of the above-entitled Court (having been transferred thereto from Department 75 by order of the presiding Judge), before the Honorable Edmund M. Moor, specially assigned Judge, on May 17, 1965, at 10:00 a.m. Plaintiff was represented by its attorneys BEWLEY, KNOOP, LASSLEBEN & WHELAN,

MARTIN E. WHELAN, JR., and EDWIN H. VAIL, JR., and cross-complainant was represented by its attorney JOHN S. TODD. Various defendants and cross-defendants were also represented at the trial. Evidence both oral and documentary was introduced. The trial continued from day to day on May 17, 18, 19, 20, 21 and 24, 1965, at which time it was continued by order of Court for further trial on August 25, 1965, at 10:00 a.m. in Department 73 of the above-entitled Court; whereupon, having then been transferred to Department 74, trial was resumed in Department 74 on August 25, 1965, and then continued to August 27, 1965 at 10:00 a.m. in the same Department. On the latter date, trial was concluded and the matter submitted. Findings of fact and conclusions of law have heretofore been signed and filed. Pursuant to the reserved and continuing jurisdiction of the court under the judgment herein, certain amendments to said judgment and temporary orders have heretofore been made and entered. Continuing jurisdiction of the court for this action is currently assigned to HON. FLORENCE T. PICKARD. Motion of Plaintiff herein for further amendments to the judgment, notice thereof and of the hearing thereon having been duly and regularly given to all parties, came on for hearing in Department 38 of the above-entitled court on MAY 6, 1991 at 8:45 a.m. before said HONORABLE PICKARD. Plaintiff was represented by its attorneys LAGERLOF, SENECAL, DRESCHER & SWIFT, by William F. Kruse. Various defendants were represented by counsel of record appearing on the Clerk's records. Hearing thereon was concluded on that date. The within "Second Amended Judgment" incorporates amendments and orders heretofore made to the extent presently operable and

amendments pursuant to said last mentioned motion. To the extent this Amended Judgment is a restatement of the judgment as heretofore amended, it is for convenience in incorporating all matters in one document, is not a readjudication of such matters and is not intended to reopen any such matters. As used hereinafter the word "judgment" shall include the original judgment as amended to date. In connection with the following judgment, the following terms, words, phrases and clauses are used by the Court with the following meanings:

"Administrative Year" means the water year until operation under the judgment is converted to a fiscal year pursuant to Paragraph 4, Part I, p. 53 hereof, whereupon it shall mean a fiscal year, including the initial 'short fiscal year' therein provided.

"Allowed Pumping Allocation" is that quantity in acre feet which the Court adjudges to be the maximum quantity which a party should be allowed to extract annually from Central Basin as set forth in Part I hereof, which constitutes 80% of such party's Total Water Right.

"Allowed Pumping Allocation for a particular Administrative year" and "Allowed Pumping Allocation in the following Administrative year" and similar clauses, mean the Allowed Pumping Allocation as increased in a particular Administrative year by any authorized carryovers pursuant to Part III, Subpart A of this judgment and as reduced by reason of any over-extractions in a previous Administrative year.

"Artificial Replenishment" is the replenishment of Central Basin achieved through the spreading of imported or reclaimed

water for percolation thereof into Central Basin by a governmental agency.

"Base Water Right" is the highest continuous extractions of water by a party from Central Basin for a beneficial use in any period of five consecutive years after the commencement of overdraft in Central Basin and prior to the commencement of this action, as to which there has been no cessation of use by that party during any subsequent period of five consecutive years. As employed in the above definition, the words "extractions of water by a party" and "cessation of use by that party" include such extractions and cessations by any predecessor or predecessors in interest.

"Calendar Year" is the twelve month period commencing January 1 of each year and ending December 31 of each year.

"Central Basin" is the underground water basin or reservoir underlying Central Basin Area, the exterior boundaries of which Central Basin are the same as the exterior boundaries of Central Basin Area.

"Central Basin Area" is the territory described in Appendix "1" to this judgment, and is a segment of the territory comprising Plaintiff District.

"Declared water emergency" shall mean a period commencing with the adoption of a resolution of the Board of Directors of the Central and West Basin Water Replenishment District declaring that conditions within the Central Basin relating to natural and imported supplies of water are such that, without implementation of the water emergency provisions of this Judgment, the water resources of the Central Basin risk degradation. In making such

declaration, the Board of Directors shall consider any information and requests provided by water producers, purveyors and other affected entities and may, for that purpose, hold a public hearing in advance of such declaration. A Declared Water Emergency shall extend for one (1) year following such resolution, unless sooner ended by similar resolution.

"Extraction", "extractions", "extracting", "extracted", and other variations of the same noun and verb, mean pumping, taking, diverting or withdrawing ground water by any manner or means whatsoever from Central Basin.

"Fiscal Year" is the twelve (12) month period July 1 through June 30 following.

"Imported Water" means water brought into Central Basin Area from a non-tributary source by a party and any predecessors in interest, either through purchase directly from The Metropolitan Water District of Southern California or by direct purchase from a member agency thereof, and additionally as to the Department of Water and Power of the City of Los Angeles, water brought into Central Basin Area by that party by means of the Owens River Aqueduct.

"Imported Water Use Credit" is the annual amount, computed on a calendar year basis, of imported water which any party and any predecessors in interest, who have timely made the required filings under Water Code Section 1005.1, have imported into Central Basin Area in any calendar year and subsequent to July 9, 1951, for beneficial use therein, but not exceeding the amount by which that party and any predecessors in interest reduces his or their extractions of ground water from Central Basin in that

calendar year from the level of his or their extractions in the preceding calendar year, or in any prior calendar year not earlier than the calendar year 1950, whichever is the greater.

"Natural Replenishment" means and includes all processes other than "Artificial Replenishment" by which water may become a part of the ground water supply of Central Basin.

"Natural Safe Yield" is the maximum quantity of ground water, not in excess of the long term average annual quantity of Natural Replenishment, which may be extracted annually from Central Basin without eventual depletion thereof or without otherwise causing eventual permanent damage to Central Basin as a source of ground water for beneficial use, said maximum quantity being determined without reference to Artificial Replenishment.

"Overdraft" is that condition of a ground water basin resulting from extractions in any given annual period or periods in excess of the long term average annual quantity of Natural Replenishment, or in excess of that quantity which may be extracted annually without otherwise causing eventual permanent damage to the basin.

"Party" means a party to this action. Whenever the term "party" is used in connection with a quantitative water right, or any quantitative right, privilege or obligation, or in connection with the assessment for the budget of the Watermaster, it shall be deemed to refer collectively to those parties to whom are attributed a Total Water Right in Part I of this judgment.

"Person" or "persons" include individuals, partnerships, associations, governmental agencies and corporations, and any and all types of entities.

"Total Water Right" is the quantity arrived at in the same manner as in the computation of "Base Water Right", but including as if extracted in any particular year the Imported Water Use Credit, if any, to which a particular party may be entitled.

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

"Water Year" is the 12-month period commencing October 1 of each year and ending September 30th of the following year.

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

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

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

1. Determination of Rights of Parties.

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

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

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

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

of Water and Power of the City of Los Angeles has no right to extract ground water from Central Basin except insofar as it has the right, power, duty or obligation on behalf of defendant The City of Los Angeles to exercise the water rights in Central Basin of defendant The City of Los Angeles. The exercise of said rights are subject, however, to the provisions of this judgment hereafter contained, including but not limited to, sharing with other parties in any subsequent decreases or increases in the quantity of extractions permitted from Central Basin, pursuant to continuing jurisdiction of the Court, on the basis that fifteen thousand (15,000) acre feet bears to the Allowed Pumping Allocations of the other parties.

(c) No party to this action is the owner of or has any right to extract ground water from Central Basin except as herein affirmatively determined.

2. Parties Enjoined as Regards Quantities of Extractions.

(a) Each party, other than The State of California and The City of Los Angeles and Department of Water and Power of The City of Los Angeles, is enjoined and restrained in any Administrative year commencing after the date this judgment becomes final from extracting from Central Basin any quantity of Water greater than the party's Allowed Pumping Allocation as hereinafter set forth next to the name of the party in the tabulation appearing in Appendix 2 at the end of this Judgment, subject to further provisions of this judgment. Subject to such further provisions, the officials, agents and employees of The State of California are enjoined and restrained in any such Administrative year from extracting from Central Basin collectively any quantity of water

greater than the Allowed Pumping Allocation of The State of California as hereinafter set forth next to the name of that party in the same tabulation. Each party adjudged and declared above not to be the owner of and not to have the right to extract ground water from Central Basin is enjoined and restrained in any Administrative year commencing after the date this judgment becomes final from extracting any ground water from Central Basin, except as may be hereinafter permitted to any such party under the Exchange Pool provisions of this judgment.

(b) Defendant The City of Los Angeles is enjoined and restrained in any Administrative year commencing after the date this judgment becomes final from extracting from Central Basin any quantity of water greater than fifteen thousand (15,000) acre feet, subject to further provisions of this judgment, including but not limited to, sharing with other parties in any subsequent decreases or increases in the quantity of extractions permitted from Central Basin by parties, pursuant to continuing jurisdiction of the Court, on the basis that fifteen thousand (15,000) acre feet bears to the Allowed Pumping Allocations of the other parties. Defendant Department of Water and Power of The City of Los Angeles is enjoined and restrained in any Administrative year commencing after the date this judgment becomes final from extracting from Central Basin any quantity of water other than such as it may extract on behalf of defendant The City of Los Angeles, and which extractions, along with any extractions by said City, shall not exceed that quantity permitted by this judgment to that City in any Administrative year. Whenever in this judgment the term "Allowed Pumping

Allocation" appears, it shall be deemed to mean as to defendant The City of Los Angeles the quantity of fifteen thousand (15,000) acre feet.

Name [2]	Total Water Right	Allowed Pumping Allocation
J. P. Abbott, Inc.	21	17
Charles E. Adams (Corty Van Dyke, tenant) (see additional listing below for Charles E. Adams)	8	6
Charles E. Adams and Rhoda E. Adams	5	4
Juan Aguayo and Salome Y. Aguayo	1	1
Aguiar Dairy, Inc.	33	26
Airfloor Company of California, Inc.	1	1
J. N. Albers and Nellie Albers	98	78
Jake J. Alewyn and Mrs. Jake J. Alewyn aka Normalie May Alewyn (see listing under name of Victor E. Gamboni)		
Tom Alger and Hilda Alger	9	7
Clarence M. Alvis and Doris M. Alvis	0	0
American Brake Shoe Company	52	42

[2]Parties and Rights as originally adjudicated

Name	Total Water Right	Allowed Pumping Allocation
American Pipe and Construction Co.	188	150
Anaconda American Brass Company	0	0
Gerrit Anker (see listing under name of Agnes De Vries		
Archdiocese of Los Angeles Education & Welfare Corporation	8	6
George W. Armstrong and Ruth H. Armstrong (Armstrong Poultry Ranch, tenant)	28	22
Artesia Cemetery District	30	24
Artesia Milling Company (see listing under name of Dick Zuidervaart)		
Artesia School District	51	41
Arthur Land Co., Inc.	13	10
Charles Arzouman and Neuart Arzouman	1	1
Associated Southern Investment Company (William R. Morris, George V. Gutierrez and Mrs. Socorro Gutierrez, tenants and licensees)	16	13
The Atchison, Topeka and Santa Fe Railway Co.	124	99
Atkinson Brick Company	11	9
Arthur Atsma (see listing under name of Andrew De Voss)		
B.F.S. Mutual Water Company	183	146
Henry Baar (see listing under name of Steve Stefani, Sr.)		
Vernon E. Bacon (see listing under name of Southern California Edison Company)		

Name	Total Water Right	Allowed Pumping Allocation
Adolph Bader and Gesine Bader (Fred Bader, tenant)	14	11
K. R. Bailey and Virginia R. Bailey	1	1
Dave Bajema (see listing under name of Peter Dotinga)		
Donald L. Baker and Patsy Ruth Baker	5	4
Allen Bakker	0	0
Sam Bangma and Ida Bangma	17	14
Bank of America National Trust and Savings Association, as Trustee of Trust created by Will of Tony V. Freitas, Deceased (Frank A. Gonsalves, tenant)	29	23
Emma Barbaria, as to undivided 1/2 interest; John Barbaria, Jr. and Lorraine Barbaria as to undivided 1/4 interest; and Frank Barbaria as to undivided 1/4 interest (John Barbaria & Sons Dairy, tenant)	27	22
Antonio B. Barcellos and Manuel B. Barcellos	12	10
John Barcelos and Guilhermina Barcelos	16	13
Sam Bartsma and Birdie Bartsma	34	27
Bateson's School of Horticulture, Inc. (see listing under name of John Brown Schools of California, Inc.)		
Bechard Mutual Water Corporation	4	4
Beck Tract Water Company, Inc.	29	23
Iver F. Becklund	1	1
Margaret E. Becklund	1	1
P. T. Beeghly (International Carbonic, Inc., tenant)	1	1
Doutzen Bekendam and Hank Bekendam	0	0
John Bekendam	0	0
Tillie Bekendam	0	0

Name	Total Water Right	Allowed Pumping Allocation
BELL GARDENS, CITY OF	2392.5	1914.0
Bell Trailer City (see listing under name of Bennett E. Simmons)	1	1
E. F. Bellenbaum and Marie P. Bellenbaum	32	26
Bellflower Christian School	243	194
Bellflower Home Garden Water Company	111	89
Bellflower Unified School District	2,109	1,687
Bellflower Water Company	11	9
Belmont Water Association	0	0
Tony Beltman	0	0
Berlu Water Company, Inc.	32	26
Jack R. Bettencourt and Bella Bettencourt	151	121
Bigby Townsite Water Co.		
Siegfried Binggeli and Trina L. Binggeli (see listing under name of Paul H. Lussman, Jr.)	0	0
Fred H. Bixby Ranch Company		
Delbert G. Black and Lennie O. Black as to undivided one-half; and Harley Lee, as to undivided one-half	40	32
Bloomfield School District	11	9
Adrian Boer and Julia Boer	5	4
Gerard Boere and Rosalyn Boer		
Henry Boer and Annie Boer (William Offinga & Son, including Sidney Offinga, tenants as to 33 acre feet of water right and 26 acre feet of allowed pumping allocation)	34 30	27 24
John Boere, Jr. and Mary J. Boere	30	24
John Boere, Sr. and Edna Boere (John Boere, Jr., tenant)	30	24
John Boere, Jr. (see also listing under name of Leonard A. Grenier)		

Name	Total Water Right	Allowed Pumping Allocation
Frank Boersma and Angie Boersma	31	25
Gerrit Boersma and Jennie Boersma (George Boersma, tenant)	8	6
Jack Boersma	0	0
Sam Boersma and Berdina Boersma	42	34
Jan Bokma (see listing under name of August Vandenberg)		
Jacob Bollema	0	0
James C. Boogerd (see listing under name of Jake Van Leeuwen, Jr.)		
Bernard William Bootsma, Carrie Agnes Van Dam and Gladys Marie Romberg	12	10
Michel Bordato and Anna M. Bordato (Charlie Vander Kooi, tenant)	12	10
John Borges and Mary Borges, aka Mrs. John Borges (Manuel B. Ourique, tenant)	14	11
Mary Borges, widow of Manuel Borges (Manuel Borges, Jr., tenant)	7	6
Gerrit Bos and Margaret Bos	88	70
Jacob J. Bosma (see listing under name of Sieger Vierstra)		
Peter Bothof	6	5
William Bothof and Antonette Bothof	7	6
Frank Bouma and Myron D. Kolstad	3	3
Ted Bouma and Jeanette Bouma	21	17
Sam Bouman (Arie C. Van Leeuwen, tenant)	8	6
John Brown Schools of California, Inc. (Bateson's School of Horticulture, Inc., tenant)	2	2
M. J. Brown, Jr. and Margaret Brown	0	0
Adrian Bulk and Alice Bulk	20	16

Name	Total Water Right	Allowed Pumping Allocation
Duke Buma and Martha Buma	8	6
Miles A. Burson and Rose Burson	7	6
Calavar Corporation (see listing under name of H R M Land Company)		
California Cotton Oil Corporation	101	81
California Portland Cement Company	0	0
California Rendering Company, Ltd.	149	119
California Water and Telephone Company	2,584	2,067
California Water Service Company (Base Water Right - 13,477)	14, 717	11,774
Candlewood Country Club	184	147
V. Capovilla and Mary Capovilla	0	0
Carmenita School District	9	7
Carson Estate Company	139	111
Paul Carver	0	0
Catalin Corporation of America	13	10
Center City Water Co.	86	69
Central Manufacturing District, Inc. (Louis Guglielmana and Richard Wigboly, tenants)	825	660
Century Center Mutual Water Association	317	254
Century City Mutual Water Company, Ltd.	62	50
Cerritos Junior College District	119	95
Cerritos Park Mutual Water Company	77	62
Challenge Cream & Butter Association	146	117
Chansall Mutual Water Company	101	81
Maynard W. Chapin, as Executor of the Estate of Hugh L. Chapin, deceased	36	29

Name	Total Water Right	Allowed Pumping Allocation
Cherryvale Water Users' Association	14	11
Shigeru Chikami and Jack Chikami doing business as Chikami Bros. Farming (see also listing under name of Southern California Edison Company)	10	8
John Christoffels and Effie Christoffels	14	11
Citrus Grove Heights Water Company	277	222
City Farms Mutual Water Company No. 1	37	30
City Farms Mutual Water Company No. 2	15	12
City of Artesia	30	24
City of Bellflower	60	48
City of Compton	6,511	5,209
City of Downey	5,713	4,570
City of Huntington Park	4,788	3,830
City of Inglewood (Base Water Right - 629)	1,118	894
City of Lakewood	10,631	8,505
City of Long Beach (Base Water Right - 29,876)	33,538	26,830
City of Los Angeles (see paragraph 2 above of this Part I for water rights and restrictions on the exercise thereof of said defendant. See also such reference with respect to Department of Water and Power of the City of Los Angeles.)		
City of Lynwood	6,238	4,990
City of Montebello	260	208
City of Norwalk	613	490
City of Santa Fe Springs	505	404
City of Signal Hill	1,675	1,340

Name	Total Water Right	Allowed Pumping Allocation
City of South Gate	9,942	7,954
City of Vernon	9,008	7,206
City of Whittier	776	621
Allan Clanton and Ina Clanton	80	64
Claretian Jr. Seminary (see listing under name of Dominguez Seminary)		
Dr. Russell B. Clark (see listing under name of Research Building Corporation)		
Jacob Cloo and Grace Cloo	16	13
Clougherty Packing Company	80	64
Coast Packing Company	426	341
Coast Water Company	588	470
Joe A. Coelho, Jr. and Isabel Coelho	5	4
J. H. Coito, Jr.	0	0
John H. Coito and Guilhermina Coito (Zylstra Bros., a partnership consisting of Lammert Zylstra and William Zylstra, tenant)	17	14
J. E. Collinsworth	15	12
Compton Union High School District	48	38
Conservative Water Company (Base Water Right - 4,101)	133	3,306
Container Corporation of America	323	1,058
Nicholas C. Contoas and P. Basil Lambros (Vehicle Maintenance & Painting Corporation, tenant)	1	1
Continental Can Company, Inc.	946	757
Contractors Asphalt Products Company, Inc.	16	13
R. M. Contreras	8	6

Name	Total Water Right	Allowed Pumping Allocation
Copp Equipment Company, Inc. and Humphries Investments Incorporated	7	6
Mary Cordeiro and First Western Bank & Trust Company, as Trustee pursuant to last will and testament of Tony Cordeiro, deceased	46	37
Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints (Ray Mitchell, tenant)	39	31
Harry Lee Cotton and Doris L. Cotton	5	4
County of Los Angeles	737	590
County Water Company	280	224
Cowlitz Amusements, Inc. (La Mirada Drive-In Theater, tenant)	4	4
Pete Coy	28	22
Crest Holding Corporation	20	16
Katherine M. Culbertson	2	2
Orlyn L. Culp and Garnetle Culp	21	17
Everett Curry and Marguerite Curry	2	2
D. V. Dairy (see listing under name of Frank C. Leal)		
Dairymen's Fertilizer Co-op, Inc.	1	1
Noble G. Daniels (see listing under name of Harold Marcroft)		
John A. Davis	0	0
Henry De Bie, Jr. and Jessie De Bie	17	14
Clifford S. Deeth	0	0
Ernest De Groot and Dorothy De Groot	81	65
Pete de Groot	15	12
Pier De Groot and Fay De Groot	21	17

Name	Total Water Right	Allowed Pumping Allocation
Martin De Hoog and Adriana De Hoog	12	10
Edward De Jager and Alice De Jager	37	30
Cornelius De Jong and Grace De Jong	13	10
Jake De Jong and Lena De Jong (Frank A. Gonsalves, tenant as to 8 acre-feet of water right)	21	17
William De Kriek (see listing under name of Gerrit Van Dam)		
Del Amo Dairy (see listing under name of Ed Haakma)		
Del Amo Estate Company	0	0
Joe De Marco and Concetta De Marco	1	1
Louis F. De Martini (see listing under name of Southern California Edison Company)		
Mary A. De Mello	16	13
John Den Hollander (see listing under name of James Dykstra)		
Department of Water and Power of The City of Los Angeles, by reason of charter provisions, has the management and control of water rights owned by the City of Los Angeles (see listing under name of City of Los Angeles)		
Ruth E. Dever (Orange County Nursery, Inc., tenant)	0	0
Andrew De Voss and Alice De Voss (Arthur De Voss and Arthur Atsma, tenants)	36	29
Agnes De Vries (Gerrit Anker, tenant)	16	13
Dick De Vries and Theresa De Vries	10	8
Gerrit De Vries and Claziena De Vries	18	14
Gerrit Deyager and Dena Deyager	0	0

Name	Total Water Right	Allowed Pumping Allocation
Lloyd W. Dinkelspiel, Jr. (see listing under name of Florence Hellman Ehrman)		
District VII, Division of Highways of the State of California Department of Public Works (see listing under name of State of California)		
Dominguez Estate Company	0	0
Dominguez Seminary and Claretian Jr. Seminary	111	89
Dominguez Water Corporation	8,012	6,410
Peter Dotinga and Tena Dotinga (Dave Bajema, tenant)	9	7
Robert L. Dougherty	0	0
Downey Cemetery District	21	17
Downey Fertilizer Co. (see listing under name of Downey Land Company)		
Downey Land Company (Downey Fertilizer Co., tenant)	101	81
Downey Valley Water Company	87	70
Jim Drost	0	0
James Dykstra and Dora Dykstra (John Den Hollander, tenant)	6	5
John Dykstra and Wilma Dykstra	52	42
Cor Dyt and Andy Dyt	6	5
Eagle Picher Company	141	113
Gail H. Eagleton	67	54
Florence Hellman Ehrman; I. W. Hellman, Jr.; Frederick J. Hellman; Marco F. Hellman; Clarence E. Heller; Alfred Heller, Elizabeth Heller; Clarence E. Heller, Elinor R. Heller and Wells Fargo Bank, as co-executors of the Estate of Edward H. Heller, deceased; Lloyd W. Dinkelspiel, Jr., William H.		

Name	Total Water Right	Allowed Pumping Allocation
Green and Wells Fargo Bank, as co-executors of the Estate of Lloyd W. Dinkelspiel, deceased; Wells Fargo Bank, as Trustee under the trust created by the Will of Florence H. Dinkelspiel, deceased. (Union Oil Company of California, Lessee as to 190 acre-feet of right and as to 152 acre-feet of allowed pumping allocation)	555	444
El Rancho Unified School District	69	55
Berton Elson (see listing under name of D. P. Winslow)		
John H. Emoto and Shizuko Emoto	0	0
Addie L. Enfield (see listing under name of James L. Stamps)		
John W. England and Consuello England (see listing under name of Jenkins Realty Mutual Water Co.)		
Emma Engler (Morris Weiss, tenant)	10	8
Anthony F. Escobar and Eva M. Escobar (Henry Kampen, tenant)	14	11
Excelsior Union High School District	381	305
Kenneth A. Farris and Wanda Farris	1	1
Federal Ice and Cold Storage Company	92	74
Fred Fekkes (see listing under name of Steve Stefani, Sr.)		
Julius Felsenthal and Mrs. Julius Felsenthal, aka Marga Felsenthal	1	1
Tony Fernandes (see listing under name of U. Stewart Jones)		
Joe C. Ferreira and Carolina Ferreira (Joe C. Ferreira and Joe C. Ferreira, Jr., operators of well facility)	37	30

Name	Total Water Right	Allowed Pumping Allocation
Mary A. Ferreira (Joe Lucas, tenant) (see also listing under name of Jack Gonsalves)	1	1
John Feuz, Jr.	0	0
Fibreboard Paper Products Corporation	1,521	1,217
Abe Fien	0	0
Alfred Fikse, Jr. and Aggie Fikse	2	2
Henry Fikse and Jennie Fikse	4	4
Filtrol Corporation	570	456
The Firestone Tire & Rubber Co.	1,536	1,229
First Western Bank & Trust Co. (see listing under name of Mary Cordeiro)		
Clare Fisher	0	0
Elizabeth Flesch, James Flesch, Margaret Flesch, Theodore Flesch, Ernest D. Roth and Eva Roth, doing business as Norwalk Mobile Lodge	18	14
The Flintkote Company	2,567	2,054
Ford Motor Company	11	9
Robert G. Foreman (see listing under name of Lakewood Pipe Co.)		
Guiseppi Franciosi and Alice Franciosi	2	2
Tony V. Freitas (see listing under name of Bank of America, etc.)		
S. Fujita	0	0
Jun Fukushima (see listing under name of Chige Kawaguchi)		
Paul Fultheim and Helga Fultheim	5	4
Fumi Garden Farms, Inc. (see listing under name of Southern California Edison Company and also under name of George Yamamoto)		

Name	Total Water Right	Allowed Pumping Allocation
Gabby Louise, Inc. (Arthur Gilbert & Associates, tenant)	58	46
Victor E. Gamboni and Barbara H. Gamboni (Jake J. Alewyn and Mrs. Jake J. Alewyn also known as Normalie May Alewyn, tenants as to 13 acre feet of water right and 10 acre feet of allowed pumping allocation)	27	22
Nick Gandolfo and Palmera Gandolfo	5	4
Freddie A. Garrett and Vivian Marie Garrett	6	5
Martha Gatz	15	12
General Dynamics Corporation	675	540
General Telephone Company of California	2	2
Alfred Giacomi and Jennie Giacomi	58	46
Arthur Gilbert & Associates (see listing under name of Gabby Louise Inc.)		
Mary Godinho	0	0
Pauline Godinho (Joe C. Godinho and John C. Godinho, Jr., doing business as Godinho Bros. Dairy, tenants)	31	25
Harry N. Goedhart, Henry Otto Goedhart, Hilbrand John Goedhart, John Goedhart, Otto Goedhart, Jr., Peter Goedhart, and Helen Goedhart Van Eik (Paramount Farms, tenant)	21	17
Reimer Goedhart	12	10
Golden Wool Company	223	178
Albert S. Gonsalves and Caroline D. Gonsalves	10	8
Frank A. Gonsalves (see listing under name of Bank of America National Trust and Savings Association, etc.; and also under name of Jake De Jong)		

Name	Total Water Right	Allowed Pumping Allocation
Jack Gonsalves, Joe Lucas, Pete Koopmans, Manuel M. Souza, Sr., Manuel M. Souza, Jr., Frank M. Souza, Louie J. Souza, and Mary A. Ferreira	55	44
Jack Gonsalves and Mary Gonsalves	31	25
Joaquin Gonsalves and Elvira Gonsalves	27	22
Joe A. Gonsalves and Virginia Gonsalves	12	10
The B. F. Goodrich Company	519	415
The Goodyear Tire & Rubber Company	1,141	913
Eric Gorden and Hilde Gorden	2	2
Fern Ethyl Gordon as to an undivided 1/2 interest; Fay G. Tawzer and Lawrence R. Tawzer, as to an undivided 1/2 interest	17	14
Huntley L. Gordon (appearing by and through United California Bank, as Conservator of the Estate of Huntley L. Gordon)	41	33
Robert E. Gordon	5	4
Joe Gorzeman and Elsie Gorzeman	13	10
Florence M. Graham	7	6
Marie Granger	0	0
Great Western Malting Company	448	358
William H. Green (see listing under name of Florence Hellman Ehrman)		
Greene-Howard Petroleum Corporation (see listing under name of Hathaway Company)		
John H. Gremmius and Henry W. Gremmius dba Henry and John Gremmius	0	0
Leonard A. Grenier and Marie Louise Grenier (John Boere, Jr., tenant)	10	8
Florence Guerrero	2	2

Name	Total Water Right	Allowed Pumping Allocation
Louis Guglielmana (see listing under name of Central Manufacturing District, Inc.)		
George V. Gutierrez and Mrs. Socorro Gutierrez (see listing under name of Associated Southern Investment Company)		
Salvatore Gutierrez (see listing under name of Southern California Edison Company)		
H. J. S. Mutual Water Co.	63	50
H R M Land company (Harron, Rickard & McCone Company of Southern California and Calavar Corporation, tenants)	3	3
Gerrit Haagsma and Mary Haagsma	10	8
Ed Haakma and Sjana Haakma (Del Amo Dairy, tenant; Ed Haakma and Pete Vander Kooi, being partners of said Del Amo Dairy)	28	22
Verney Haas and Adelyne Haas	4	4
William H. Hadley and Grace Hadley	4	4
Henry C. Haflinger and Emily Haflinger	10	8
Clarence Theodore Halburg	3	3
Fred Hambarian	2	2
Henry Hamstra and Nelly Hamstra	33	26
Raymond Hansen and Mary Hansen	12	10
Earl Haringa; Evert Veenendaal and Gertrude Veenendaal	22	18
Antoine Harismendy and Claire Harismendy	0	0
Harron, Rickard & McCone Company of Southern California (see listing under name of H R M Land Company)		
Jack D. Hastings	0	0
Kameko Hatanaka	9	7

Name	Total Water Right	Allowed Pumping Allocation
Kazuo Hatanaka (Minoru Yoshijima, tenant)	10	8
Masakazu Hatanaka, Isao Hatanaka, and Kenichi Hatanaka	5	4
Mrs. Motoye Hatanaka	0	0
Hathaway Company, Richard F. Hathaway, Julian I. Hathaway, and J. Elwood Hathaway (Greene-Howard Petroleum Corporation, tenant utilizing less than 1 acre foot per year)	70	56
Clarence E. Heller; Alfred Heller; Elizabeth Heller; Clarence E. Heller; Elinor R. Heller, as co-executors of the Estate of Edward H. Heller, deceased (see listing under name of Florence Hellman Ehrman)		
I. W. Hellman, Jr.; Frederick J. Hellman; Marco F. Hellman (see listing under name of Florence Hellman Ehrman)		
Ralph Hicks	0	0
Alfred V. Highstreet and Evada V. Highstreet	10	8
John Highstreet and Eileen M. Highstreet	9	7
Bob Hilarides and Maaike Hilarides (Frank Hilarides, tenant)	51	41
John Hilarides and Maria Hilarides	26	21
Hajime Hirashima (see listing under name of Masaru Uyeda)		
Willis G. Hix	1	1
Henry H. Hoffman and Apolonia Hoffman	12	10
Dick Hofstra	0	0
Andrew V. Hohn and Mary G. Hohn	1	1
Kyle R. Holmes and Grace Ellen Holmes	20	16
Home Water Company	35	28

Name	Total Water Right	Allowed Pumping Allocation
Manuel L. Homen	17	14
Mrs. Paul Y. Homer (see listing under name of Mrs. Paul Y. Homer (King).)		
Cornelis Hoogland and Alice Hoogland	15	12
Art Hop, Jr.	0	0
Art Hop, Sr. and Johanna Hop (G. A. Van Beek, tenant)	5	4
Andrew Hop, Jr. and Muriel Hop	33	26
Theodore R. Houseman and Leona M. Houseman	14	11
Humphries Investments Incorporated (see listing under name of Copp Equipment Company, Inc.)		
Albert Huyg and Marie Huyg	22	18
Hygenic Dairy Farms, Inc.	0	0
Pete W. Idsinga and Annie Idsinga	13	10
Miss Alice M. Imbert	1	1
Industrial Asphalt of California, Inc.	116	93
Inglewood Park Cemetery Association	285	228
International Carbonic, Inc. (see listing under name of P. T. Beeghly)		
Jugora Ishii and Mumeno Ishii (Ishii Brothers, tenant)	10	8
Robert J. Jamison and Betty Jamison	7	6
Jenkins Realty Mutual Water Co. (Clyde H. Jenkins, Minnie R. Jenkins, Mary Wilcox, Ruby F. Marchbank, Robert B. Marchbank, John W. England, and Consuello England, shareholders	10	8
John-Wade Co.	1	1
Henry S. Jones and Madelynne Jones	1	1

Name	Total Water Right	Allowed Pumping Allocation
U. Stewart Jones and Dorothy E. Jones (Tony Fernandes, tenant)	1	1
Harold Jongsma and Mary N. Jongsma	65	52
W. P. Jordan (see listing under name of Henry Van Ruiten)		
Dave Jorritsma and Elizabeth Jorritsma	27	22
Christine Joseph (see listing under name of Helen Wolfsberger)		
Junior Water Co., Inc.	737	590
Kal Kan Foods, Inc.	120	96
Kalico, Inc.	4	4
Hagop Kalustian (11 acre feet of total water right attributable to well located at 6629 South Street, Lakewood and reported to plaintiff under Producer No. 3925. 2 acre feet of total water right attributable to portion of property not sold to State of California formerly served by well located at 10755 Artesia Blvd., Artesia, the production of which well was reported to plaintiff under Producer No. 4030)	13	10
Fritz Kampen and Clare Kampen	14	11
William Kamstra and Bertha Kamstra	35	28
Henry Kampen (see listing under name of Anthony Escobar)		
L. Kauffman Company, Inc. (see listing under name of Lorraine K. Meyberg)		
Chige Kawaguchi and Masao Kawaguchi (Jun Fukushima, tenant)	4	4
King Kelley Marmalade Co. (see listing under name of Roberta M. Magnusson)		
Mrs. Paul Y. Homer (King)	17	14
Jacob R. Kimm and Bonnie Kimm	36	29

Name	Total Water Right	Allowed Pumping Allocation
Mrs. Oraan Kinne (Nicholaas J. Moons, tenant)	11	9
Morris P. Kirk & Son, Inc.	77	62
Jake Knevelbaard and Anna Knevelbaard	50	40
Willie Knevelbaard and Joreen Knevelbaard	1	1
Simon Knorringa	12	10
John Koetsier, Jr.	0	0
Myron D. Kolstad (see listing under name of Frank Bouma)		
Yoshio Kono and Barbara Kono (see listing under name of George Mimaki)		
Louis Koolhaas	13	10
Simon Koolhaas and Sophie Grace Koolhaas	9	7
Pete Koopmans (see listing under name of Jack Gonsalves)		
Nick P. Koot (see listing under name of Mary Myrndahl)		
Kotake, Inc. (Masao Kotake, Seigo Kotake, William Kotake, dba Kotake Bros., tenants)	83	66
Masao Kotake	0	0
Walter G. Kruse and Mrs. Walter G. Kruse, aka Vera M. Kruse	11	9
Laguna-Maywood Mutual Water Company No. 1	1,604	1,283
La Habra Heights Mutual Water Company	3,044	2,435
La Hacienda Water Company	46	37
Lakewood Pipe Co., a partnership composed of Robert G. Foreman, Frank W. Tybus and June E. Tybus (Lakewood Pipe Service Co., tenant)	12	10

Name	Total Water Right	Allowed Pumping Allocation
P. Basil Lambros (see listing under name of Nicholas C. Conteas)		
La Mirada Drive-in Theater (see listing under name of Cowlitz Amusements, Inc.)		
La Mirada Water Company	0	0
Calvin E. Langston and Edith Langston	1	1
S. M. Lanting and Alice Lanting	15	12
Henry Lautenbach and Nellie H. Lautenbach	16	13
Norman Lautrup, as Executor of the Estate of Nels Lautrup, deceased; and Minnie Margaret Lautrup	30	24
Frank C. Leal and Lois L. Leal (D. V. Dairy, tenant)	15	12
Eugene O. LeChasseur and Lillian P. LeChasseur (R. A. LeChasseur, tenant)	2	2
Lee Deane Products, Inc.	0	0
Harley Lee (see listing under name of Delbert G. Black)		
Le Fiell Manufacturing Company	0	0
Armand Lescoulie (see listing under name of Southern California Edison Company)		
Liberty Vegetable Oil Company	14	11
Little Lake Cemetery District	17	14
Little Lake School District	0	0
Loma Floral Company (see listing under name of George Mimaki)		
Melvin L. Long and Stella M. Long	2	2
Nick J. Loogman (see listing under name of William Smoorenburg)		
Frank Lorenz (see listing under name of Ralph Oosten)		

Name	Total Water Right	Allowed Pumping Allocation
Los Angeles County Waterworks District No. 1 (Base Water Right 22)	113	90
Los Angeles County Waterworks District No. 10	842	674
Los Angeles County Waterworks District No. 16	412	330
Los Angeles Paper Box and Board Mills	321	257
Los Angeles Union Stockyards Company	0	0
Los Nietos Tract 6192 Water Co.	49	39
Alden Lourenco (see listing under name of A. C. Pinheiro)		
Lowell Joint School District	0	0
Joe Lucas (see listings under names of Mary A. Ferreira and Jack Gonsalves)		
Luer Packing Co. (see listing under name of Sam Perricone)		
Jake J. Luetto (Orange County Nursery, Inc., tenant)	13	10
Lunday-Thagard Oil Co.	265	212
Joe Luond (Frieda Roethlisberger, tenant as to portion of rights)	7	6
John Luscher and Frieda Luscher	13	10
Paul H. Lussman, Jr. and Ann Lussman, Siegfried Binggeli and Trina L. Binggeli (Paul's Dairy, tenant)	8	6
Lynwood Gardens Mutual Water Company	205	164
Lynwood Park Mutual Water Company	278	222
Jerome D. Mack and Joyce Mack (see listing under name of D. S. Moss)		
Roberta M. Magnusson (King Kelly Marmalade Co., tenant)	15	12
Anthony Mancebo	0	0

Name	Total Water Right	Allowed Pumping Allocation
Robert B. Marchbank and Ruby F. Marchbank (see listing under name of Jenkins Realty Mutual Water Co.)		
Harold Marcroft and Marjorie Marcroft (Noble G. Daniels, tenant)	7	6
Floyd G. Marcusson (see listing under name of Sykes Realty Co.)		
Walter Marlowe and Edna Marlowe	1	1
Marshburn, Inc. (see listing under name of Mel, Inc.)		
The Martin Bros. Container & Timber Products Corp.	7	6
Mary Martin	35	28
Antonio Mathias and Mary Mathias	16	13
Mausoleum Park, Inc. and Sun Holding Corporation	4	4
Maywood Mutual Water Company No. 1	926	741
Maywood Mutual Water company No. 2	1,007	806
Maywood Mutual Water Company No. 3	1,407	1,126
Mel, Inc. (Marshburn, Inc., tenant)	67	54
G. Mellano	12	10
Wilbur Mellema and Mary Mellema (see listing under name of Elmo D. Murphy)		
Wilbur Mellema (see listing under name of Morris Weiss)		
Memorial Parks, Inc.	42	34
Lyman B. Merrick and Gladys L. Merrick	17	24
Metropolitan State Hospital of the State of California Department of Mental Hygiene (see listing under name of State of California)		
F. N. Metzger	0	0

Name	Total Water Right	Allowed Pumping Allocation
Lorraine K. Meyberg (L. Kauffman Company, Inc., tenant)	81	65
Midland Park Water trust	71	57
Midway Gardens Mutual Association	59	47
Harry C. Miersma and Dorothy L. Miersma	12	10
Henry Miersma and Susan M. Miersma	7	6
Willis L. Miller	0	0
George Mimaki, Mitsuko Mimaki, Yoshio Kono and Barbara Kono (Loma Floral Company, tenant)	2	2
Ray Mitchell (see listing under name of Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints; and also listing under name of Frank Ruggieri)		
Fumiko Mitsuuchi, aka Mary Mitsuuchi (Z. Van Spanje, tenant as to one acre foot)	14	11
Yoneichi Miyasaki	0	0
Glenn Miyoshi, Yosaku Miyoshi, Masayo Miyoshi, Haruo Miyoshi, and Masaru Miyoshi, dba Miyoshi Bros.	10	8
Jean Mocho and Michel Plaa	11	9
Modern Imperial Company	71	57
Montebello Land and Water Company	1,990	1,592
Monterey Acres Mutual Water Company	128	102
Nicholaas J. Moons (see listing under name of Mrs. Oraan Kinne)		
Alexander Moore and Betty L. Moore	16	13
Neal Moore	0	0
Alyce Mooschekian	0	0
Reuben Mooschekian	15	12

Name	Total Water Right	Allowed Pumping Allocation
William R. Morris (see also listing under name of Associated Southern Investment Company)	1	1
D. S. Moss, Lillian Moss, Jerome D. Mack, and Joyce Mack	5	4
Mountain View Dairies, Inc.	68	54
Kiyoshi Murakawa and Shizuko Murakawa	0	0
Daisaku Murata, Fui Murata, Hatsuye Murata, Kenji Murata, Setsuko Murata, and Takeo Murata	15	12
Kenji Murata (see listing under name of Southern California Edison Company)		
Elmo D. Murphy and Evelene B. Murphy (Morris Weiss, Bessie Weiss, Wilbur Mellema, and Mary Mellema, tenants)	23	18
Murphy Ranch Mutual water company	576	461
Etta Murr	3	3
R. B. Murray and Gladys J. Murray	0	0
Tony G. Mussachia and Anna M. Mussachia	10	8
Mary Myrndahl (Nick P. Koot, tenant)	11	9
Sam Nakamura and Tokiko Nakamura	2	2
Leo Nauta (see listing under name of John Osinga)		
Pete Nauta (see listing under name of Jacob Vandenberg)		
Fred C. Nelles School for Boys of the State of California Department of the Youth Authority (see listing under name of State of California)		
Otelia Nelson and Robert Nelson (Shelter Superior Dairy, tenant)	14	11
Simon S. Niekerk and Rose Niekerk (Niekerk Hay Company, tenant)	3	3

Name	Total Water Right	Allowed Pumping Allocation
Norris-Thermador Corporation	172	138
North Gate Gardens Water Co.	60	48
Norwalk-La Mirada City School District	360	288
Norwalk Mobile Lodge (see listing under name of Elizabeth Flesch)		
Mabel E. Nottingham (Leslie Nottingham, tenant)	25	20
William Offinga & Son, including Sidney Offinga (see listing under name of Henry Boer)		
Olive Lawn Memorial Park, Inc.	14	11
John Oord	0	0
Marinus Oosten and Anthonia Oosten	16	13
Ralph Oosten and Caroline Oosten (Frank Lorenz, tenant as to 13 acre feet of water right and 10 acre feet of allowed pumping allocation)	51	41
Orange County Nursery, Inc. (see also: listing under name of Ruth E. Dever; listing under name of Jake J. Luetto; and listing under name of Mary Ravera)	16	13
Orchard Dale County Water District (Base Water Right - 1,382)	1,384	1,107
Orchard Park Water Club, Inc.	50	40
Oriental Foods, Inc.	34	27
Orla Company (John D. Westra, tenant)	7	6
Viva Ormonde (see listing under name of Hank Van Dam)		
Pablo Oropeza and Aurelia G. Oropeza (Pablo Oropeza, Jr., tenant) (see also listing under name of Tarr and McComb Oil Company, Ltd.)		
John Osinga (Leo Nauta, tenant)	6	5

Name	Total Water Right	Allowed Pumping Allocation
Manuel B. Ourique (see listing under name of John Borges)		
Owl Constructors	20	16
Pacific Electric Railway Company (Gerrit Van Leeuwen of 15405 Shoemaker Road, Norwalk, tenant as to 11 acre feet of right and 9 acre feet of allowed pumping allocation)	15	12
Packers Mutual Water Company	43	34
Edward G. Paddison and Grace M. Paddison	17	14
Paramount Farms (see listing under name of Harry N. Goedhart)		
Paramount County Water District	2,967	2,374
Paramount Unified School District	58	46
Park Water Company	~~24,592~~ 1.6 ~~2394.1~~	~~19,674~~ ~~1915.3~~ 1.3
W. J. Parsonson	0	0
Rudolph Pasma and Frances C. Pasma	10	8
Paul's Dairy (see listing under name of Paul H. Lussman, Jr.)		
Mrs. La Verne Payton	1	1
Peerless Land & Water Co., Inc.	1,232	986
J. C. Pereira, Jr. and Ezaura Pereira	34	27
Sam Perricone and Louis Romoff (Luer Packing Co., tenant)	107	86
Peterson Manufacturing Co., Inc.	73	58
Phelps Dodge Copper Products Corporation	390	312
Pico County Water District	3,741	2.993
Piedmont Heights Water Club	7	6
Lucille C. Pimental (Richard Pimental and Pimental Dairy, tenants)	16	13

Name	Total Water Right	Allowed Pumping Allocation
Joe Pine (see listing under name of A. C. Pinheiro)		
A. C. Pinheiro and Mary M. Pinheiro (Alden Lourenco, tenant as to 9 acre feet of water right and 7 acre feet of allowed pumping right; and Joe Pine, tenant as to 13 acre feet of water right and 10 acre feet of allowed pumping right)	128	102
Fred Pinto and Mary Pinto	5	4
Frank Pires (see listing under name of Frank Simas)		
Tony C. Pires and Laura C. Pires	31	25
Michel Plaa (see listing under name of Jean Mocho)		
Donald R. Plunkett	53	42
Pomering Tract Water Association	32	26
Clarence Pool	24	19
Garret Porte and Cecelia Porte	35	28
Veronica Postma	16	13
C. H. Powell	1	1
Powerine Oil Company	784	627
John Preem	0	0
Ralph Pylman and Ida Pylman	13	10
Quality Meat Packing Company	38	30
Ralphs Grocery Company	0	0
Arthur D. Ramsey and James A. Ramsey	5	4
Rancho Santa Gertrudes Mutual Water System	48	38
Mary Ravera (Orange County Nursery, Inc., tenant	39	31

Name	Total Water Right	Allowed Pumping Allocation
Zelma Ravera	2	2
Rawlins Investment Corporation (Rockview Milk Farms, Inc., tenant)	66	53
Hal Rees	0	0
Reeves Tract Water Company	36	29
Clarence Reinalda	0	0
Reliance Dairy Farms	122	98
Research Building Corporation (Dr. Russell B. Clark, tenant)	11	9
Richfield Oil Corporation	71	57
Richland Farm Water Company	216	173
George Rietkerk and Cornelia Rietkerk	7	6
Rio Hondo Country Club (see listing under name of James L. Stamps)		
Erasmo Rios (see listing under name of Esther Salcido)		
Jesus Rios (see listing under name of Esther Salcido)		
Frank J. Rocha, Jr. and Elsie M. Rocha	13	10
Rockview Milk Farms, Inc. (see listing under name of Rawlins Investment Corporation)		
John Rodrigues, Emily S. Rodrigues, and John Rodrigues, Jr. (see also below)	5	4
John Rodrigues and John Rodrigues Jr.	1	1
Frieda Roethlisberger (see listing under name of Joe Luond)		
Patricia L. Davis Rogers, aka Patricia L. Davis	2	2
The Roman Catholic Archbishop of Los Angeles, a corporation sole	426	341

Name	Total Water Right	Allowed Pumping Allocation
Gladys Marie Romberg (see listing under name of Bernard William Bootsma)		
Alois M. Rombout	0	0
Louis Romoff (see listing under name of Sam Perricone)		
Elvira C. Rosales	3	3
Frank J. Ross	2	2
Ernest D. Roth and Eva Roth (see listing under name of Elizabeth Flesch)		
Ed Roukema	0	0
Herbert N. Royden	31	25
Ruchti Brothers	31	25
Frank Ruggieri and Vada Ruggieri (see additional listing below)	1	1
Frank Ruggieri and Vada Ruggieri; David Seldeen and Fay Seldeen (Ray Mitchell, tenant)	23	18
Thomas S. Ryan and Dorothy J. Ryan	19	15
Sam Rypkema and Tena Rypkema	8	6
St. John Bosco School	53	42
James H. Saito and Yoshino Saito	2	2
Esther Salcido and Jesus Rios (Erasmo Rios, tenant)	3	3
San Gabriel Valley Water Company	6,828	5,462
Joe Santana and Palmira Santana	10	8
Sasaki Bros. Ranch, Inc.	32	26
Sativa L. A. County Water District	592	474
Ben Schilder, Jr. and Anna Schilder	28	22
Carl Schmid and Olga Schmid	18	14

Name	Total Water Right	Allowed Pumping Allocation
Mrs. A. Schuur	0	0
John Schuurman and Isabel Schuurman (James Sieperda, tenant)	15	12
David Seldeen and Fay Seldeen (see listing under name of Frank Ruggieri)		
Maurice I. Sessler	8	6
Chris Shaffer and Celia I. Shaffer	8	6
Shayman & Wharram, a partnership, consisting of John W. Shayman and Francis O. Wharram	2	2
Shell Oil Company (see listing under name of Margaret F. Slusher)		
Shelter Superior Dairy (see listing under name of Otelia Nelson)		
Tadao Shiba and Harume Shiba, Susumu Shiba, and Mitsuko Shiba	7	6
Yahiko Shiozaki and Kiyoko Shiozaki; Ken Shiozaki and Grace Shiozaki	6	5
Shore-Plotkin Enterprises, Inc. (Shore-Calnevar, Inc., tenant)	0	0
J. E. Siemon	15	12
James Sieperda (see listing under name of John Schuurman)		
Sierra Restaurant Corporation	0	0
Frank Simas and Mabel Simas (Frank Pires, tenant)	11	9
Bennett E. Simmons and Alice Lorraine Simmons, George K. Simmons and Doris June Simmons (Bell Trailer City, tenant)	41	33
Margaret F. Slusher (Shell Oil Company, tenant)	7	6
Lester W. Smith and Donald E. Smith (Lester W. Smith Dairy, tenant)	20	16

Name	Total Water Right	Allowed Pumping Allocation
Wirt Smith	14	11
William Smoorenburg and Nick J. Loogman (Smoorenburg & Loogman, a partnership of William Smoorenburg and Nick J. Loogman, operating well facility)	21	17
Leo Snozzi and Sylvia Snozzi	52	42
Socony Mobil Oil Company, Inc.	172	138
Somerset Mutual Water Company	2,744	2,195
South Montebello Irrigation District	1,238	990
Southern California Edison Company (Vernon Bacon; Chikami Bros. Farming, consisting of Jack Chikami and Shigeru Chikami; Louis F. De Martini; Armand Lescoulie; C. D. Webster; Kenji Murata; Glenn F. Spiller and Jean H. Spiller; George Yamamoto and Alice Yamamoto, conducting business as Fumi Garden Farms, Inc.; and Salvatore Gutierrez, tenants and licenses)	816	653
Southern California Water Company	18,937	15,150
Southern Service Company, Ltd.	81	65
Henrietta Southfield	4	4
John Southfield	0	0
Southwest Water Company	2,895	2,316
Manuel M. Souza, Sr.; Manuel M. Souza, Jr.; Frank M. Souza and Louie J. Souza (see listing under name of Jack Gonsalves)		
Nelson Souza and Mary Souza	12	10
Glenn F. Spiller and Jean H. Spiller (see also listing under name of Southern California Edison company)	24	19
Farah Sprague	3	3

Name	Total Water Right	Allowed Pumping Allocation
Carl Teixeira and Evelyn Teixeira	11	9
George S. Teixeira and Laura L. Teixeira	17	14
Harm Te Velde and Zwaantina Te Velde	253	202
Theo Hamm Brewing Co.	150	120
Thirty-Three Forty-Five East Forty-Fifth Street, Inc.	17	14
O. T. Thompson and Drusilla Thompson	20	16
Tract Number One Hundred and Eighty Water Company	1,526	1,221
Tract 349 Mutual Water Company	529	423
Fred Troost and Annie Troost	53	42
Frank W. Tybus and June E. Tybus (see listing under name of Lakewood Pipe Co.)		
Uehling Water Company, Inc.	846	677
Union Development Co., Inc.	12	10
Union Oil Company of California (see listing under name of Florence Hellman Ehrman)		
Union Pacific Railroad Company	656	525
Union Packing Company	100	80
United California Bank (see listing under name of Huntley L. Gordon)		
United Dairymen's Association	1	1
United States Gypsum Company	1,581	1,265
United States Rubber Company	820	656
United States Steel Corporation	176	141
Masaru Uyeda, Hajime Hirashima, and Tadashi Uyeda	12	10
G. A. Van Beek (see listing under name of Art Hop, Sr.)		

Name	Total Water Right	Allowed Pumping Allocation
Bas Van Dam (see listing under name of Gertrude Van Dam)		
Carrie Agnes Van Dam (see listing under name of Bernard William Bootsma)		
Cornelius A. Van Dam and Florence Van Dam	24	19
Dick Van Dam, Jr.	0	0
Gerrit Van Dam and Grace Van Dam (William De Kriek, tenant)	13	10
Gertrude Van Dam (Bas Van Dam, tenant as to 29 acre feet of water right and 23 acre feet of allowed pumping right; and Henry Van Dam, tenant as to 19 acre feet of water right and 15 acre feet of allowed pumping right)	48	38
Hank Van Dam and Jessie Van Dam (Viva Ormonde, tenant)	22	18
Henry Van Dam (see listing under name of Gertrude Van Dam)		
Jacob Vandenberg and Anna Vandenberg (Pete Nauta, tenant)	8	6
August Vandenburg, Ben W. Vandenburg, and Andrew W. Vandenburg (Jan Bokma, tenant)	6	5
John Van Den Raadt	4	4
M. Vander Dussen and Aletta C. Vander Dussen	12	10
Sybrand Vander Dussen and Johanna Vander Dussen	23	18
Helen Goedhart Van Eik (see listing under name of Harry N. Goedhart)		
Cornelius Vander Eyk, aka Case Vander Eyk, and Nelly Vander Eyk, aka Nellie Vander Eyk	7	6
George Van Der Ham and Alice Van Der Ham	10	8

Name	Total Water Right	Allowed Pumping Allocation
Huibert Vander Ham and Henrietta Vander Ham	33	26
Joe Vanderham and Cornelia Vanderham	13	10
John Vanderham and Nell M. Vanderham	20	16
Charlie Vander Kooi and Lena Mae Vander Kooi (see also listing under name of Michel Bordato)	13	10
Pete Vander Kooi (see listing under name of Ed Haakma)		
Bert Vander Laan and Stella Vander Laan	10	8
Matt Vander Sys and Johanna Vander Sys	13	10
Bill Vander Vegt and Henny Vander Vegt	18	14
George Vander Vegt and Houjke Vander Vegt	12	10
Harry J. Vander Wall and Marian E. Vander Wall	12	10
Bert Vande Vegte and Lillian Vande Vegte	1	1
Anthony Van Diest	0	0
Jennie Van Diest, as to undivided 1/3 interest; Ernest Van Diest and Rena Van Diest, as to undivided 1/3 interest; and Cornelius Van Diest and Anna Van Diest, as to undivided 1/3 interest. (Van Diest Dairy, tenant)	20	16
Katrena Van Diest and/or Margaret Van Diest	92	74
Henry W. Van Dyk (see listing under name of Henrietta Veenendaal)		
Wiechert Van Dyk and Jennie Van Dyk	13	10
Corty Van Dyke (see listing under name of Charles E. Adams)		
Sidney Van Dyke (see listing under name of Louis Struickman)		

Name	Total Water Right	Allowed Pumping Allocation
William Van Foeken	0	0
Jake Van Haaster and Gerarda Van Haaster	0	0
Arie C. Van Leeuwen (see listing under name of Sam Bouman)		
Gerrit Van Leeuwen of 15405 Shoemaker Road, Norwalk (see listing under name of Pacific Electric Railway Company)		
Henry Van Leeuwen and Caroline P. Van Leeuwen; Gerrit Van Leeuwen of 5948 Lorelei Street, Bellflower, and Ellen Van Leeuwen	1	1
Jake Van Leeuwen, Jr. and Cornelia J. Van Leeuwen (James C. Boogerd and Jake Van Leeuwen, Jr. dba Van Leeuwen & Boogerd, tenants)	9	7
Anthony R. Van Loon (see listing under name of Henry Van Ruiten)		
John Van Nierop and Lily E. Van Nierop	0	0
Henry Van Ruiten and Mary A. Van Ruiten, as to undivided 1/2 interest; and Jake Van Ruiten and Jacoba Van Ruiten, as to undivided 1/2 interest (W. P. Jordan, Anthony R. Van Loon, and Jules Wesselink, tenants)	88	70
Pete Van Ruiten and Mary Van Ruiten (for purposes of clarification, this Mary Van Ruiten is also known as Mrs. Pete Van Ruiten and is not the same individual as sued herein as Mary A. Van Ruiten, who is also known as Mrs. Henry G. Van Ruiten)	38	30
Z. Van Spanje (see listing under name of Fumiko Mitsuuchi)		
Evert Veenendaal and Gertrude Veenendaal (see listing under name of Earl Haringa)		
Henrietta Veenendaal (Henry W. Van Dyk, tenant)	10	8

Name	Total Water Right	Allowed Pumping Allocation
Henry Veenendaal and Henrietta Veenendaal	8	6
Joe H. Veenendaal and Margie Veenendaal	34	27
John Veenendaal	0	0
Vehicle Maintenance & Painting Corporation (see listing under name of Nicholas C. Conteas)		
Salvador Velasco	16	13
Mike Veldhuis	0	0
Albert Veldhuizen and Helen Veldhuizen	23	18
Jack Verbree	0	0
Mrs. Klaasje Verburg (Leon Verburg to extent of interest under contract to purchase)	12	10
John C. Verhoeven and Sadie Verhoeven	25	20
Joseph C. Vierra and Caroline Vierra (Joseph C. Vierra and William J. Vierra, doing business as Vierra & Vierra, tenants)	13	10
Sieger Vierstra and Nellie G. Vierstra (Jacob J. Bosma, tenant)	12	10
Virginia Country Club of Long Beach	340	272
Roy Visbeek	0	0
Louis Visser	9	7
Vista Hill Psychiatric Foundation	39	31
Louie Von Ah	0	0
Walnut Irrigation District	154	123
Walnut Park Mutual Water Co.	1,245	996
C. D. Webster (see also listing under name of Southern California Edison Company)	1	1

Name	Total Water Right	Allowed Pumping Allocation
Morris Weiss and Bessie Weiss (Wilbur Mellema, tenant) (also see listings under names of Elmo D. Murphy and Emma Engler)	20	16
Wells Fargo Bank as Executor of Estate of Edward H. Heller, Deceased, and as Executor of Estate of Lloyd W. Dinkelspiel, Deceased, and as Trustee under Trust created by the Will of Florence H. Dinkelspiel, Deceased (see listing under name of Florence Hellman Ehrman)		
Jules Wesselink (see listing under name of Henry Van Ruiten)		
West Gateway Mutual Water Co.	105	84
Henry Westra and Hilda Westra	40	32
John D. Westra (see listing under name of Orla Company)		
Francis O. Wharram (see listing under name of Shayman & Wharram)		
Whittier Union High School District	125	100
Arend Z. Wier	14	11
H. Wiersema, aka Harm Wiersema and Pearl Wiersema	16	13
William Wiersma and Elbra Wiersma	7	6
Richard Wigboly (see listing under name of Central Manufacturing District, Inc.)		
Mary Wilcox (see listing under name of Jenkins Realty Mutual Water Co.)		
Ralph P. Williams and Mary Williams	14	11
Wilshire Oil Company of California	1,795	1,436
Melvin L. Wilson and Marie Wilson	1	1
D. P. Winslow and Dorothy C. Winslow (Berton Elson, tenant)	15	12

Name	Total Water Right	Allowed Pumping Allocation
Helene K. Winters	1	1
Fred E. Wiseman and Grayce Anna Wiseman	2	2
Helen Wolfsberger and Christine Joseph	2	2
Volney Womack	0	0
Cho Shee Woo (Hong Woo and Ngorn Seung Woo, as agents of property for Cho Shee Woo)	20	16
Gerrit Wybenga and Rena Wybenga	10	8
George Yamamoto and Alice Yamamoto, also known as Fumi Yamamoto (Fumi Garden Farms, Inc., tenant) (see also listing under name of Southern California Edison Company)	17	14
Paul N. Yokota and Miyo Yokota	4	4
Minoru Yoshijima (see listing under name of Kazuo Hatanaka)		
Frank Yoshioka	0	0
Maxine Young	3	3
Mrs. A. Zandvliet also known as Anna A. Zandvliet	8	6
Arnold Zeilstra and Nellie Zeilstra	6	5
George Zivelonghi and Antonio Zivelonghi	121	97
Dick Zuidervaart and Janna Zuidervaart (Artesia Milling Company, tenant)	1	1
Andy Zylstra	0	0
Zylstra Bros. a partnership consisting of Lammert Zylstra and William Zylstra (see listing under name of John H. Coito)		
John Zylstra and Leonard J. Zylstra, doing business as The Zylstra Dairy	22	18
Leonard Zylstra (not the same person as Leonard J. Zylstra	0	0

4. Transition in Administrative Year - Application. "Year" and "Administrative Year" as used throughout this judgment shall mean the water year; provided that with the first fiscal year (July 1 - June 30) commencing at least four months after the "Amended Judgment" became final, and thereafter, said words shall mean the fiscal year. Since this will provide a transitional Administrative year of nine months, October 1 - June 30, ("short year" hereafter), notwithstanding the finding and determinations in the annual Watermaster report for the then last preceding water year, the Allowed Pumping Allocations of the parties and the quantity which Defendant City of Los Angeles is annually permitted to extract from Central Basin for said short year shall be based on three-quarters of the otherwise allowable quantity. During said short year, because of hardships that might otherwise result, any overextractions by a party shall be deemed pursuant to paragraph 2, Subpart B of Part III of this judgment (p. 61), and it shall be deemed that the Watermaster has made the determination of unreasonable hardship to which reference is therein made.

II. APPOINTMENT OF WATERMASTER; WATERMASTER ADMINISTRATION PROVISIONS. Department of Water Resources of the State of California is hereby appointed Watermaster, for an indefinite term, but subject to removal by the Court, to administer this judgment and shall have the following powers, duties and responsibilities:

1. Duties, Powers and Responsibilities of Watermaster. In order to assist the Court in the administration and enforcement of the provisions of this judgment and to keep the Court

fully advised in the premises, the Watermaster shall have the following duties, powers and responsibilities in addition to those before or hereafter provided in this judgment:

(a) Watermaster May Require Reports, Information and Records. To require of parties the furnishing of such reports, information and records as may be reasonably necessary to determine compliance or lack of compliance by any party with the provisions of this judgment.

(b) Requirement of Measuring Devices. To require all parties or any reasonable classification of parties owning or operating any facilities for the extraction of ground water from Central Basin to install and maintain at all times in good working order at such party's own expense, appropriate measuring devices at such times and as often as may be reasonable under the circumstances and to calibrate or test such devices.

(c) Inspections by Watermaster. To make inspections of ground water production facilities and measuring devices at such times and as often as may be reasonable under the circumstances and to calibrate or test such devices.

(d) Annual Report. The Watermaster shall prepare, file with the Court and mail to each of the parties on or before the 15th day of the fourth month following the end of the preceding Administrative year, an annual report for such year, the scope of which shall include but not be limited to the following:

1. Ground Water Extractions
2. Exchange Pool Operation
3. Use of Imported Water

4. Violations of Judgment and Corrective Action Taken

5. Change of Ownership of Total Water Rights

6. Watermaster Administration Costs

7. Recommendations, if any.

(e) Annual Budget and Appeal Procedure in Relation Thereto. The Watermaster shall annually prepare a tentative budget for each Administrative year stating the anticipated expense for administering the provisions of this judgment. The Watermaster shall mail a copy of said tentative budget to each of the parties hereto at least 60 days before the beginning of each Administrative year. For the first Administrative year of operation under this judgment, if the Watermaster is unable to meet the above time requirement, the Watermaster shall mail said copies as soon as possible. If any party hereto has any objection to said tentative budget, it shall present the same in writing to the Watermaster within 15 days after the date of mailing of said tentative budget by the Watermaster. If no objections are received within said period, the tentative budget shall become the final budget. If objections are received, the Watermaster shall, within 10 days thereafter, consider such objections, prepare a final budget and mail a copy thereof to each party hereto, together with a statement of the amount assessed to each party. Any party may apply to the Court within 15 days after the mailing of such final budget for a revision thereof based on specific objections thereto. The parties hereto shall make the payments otherwise required of them to the Watermaster even though such a request for revision has been filed with the Court. Upon any revision by the Court the

Watermaster shall either remit to the parties their prorata portions of any reduction in the budget, or credit their accounts with respect to their budget assessments for the next ensuing Administrative year, as the Court shall direct.

The amount to be assessed to each party shall be determined as follows: If that portion of the final budget to be assessed to the parties is equal to or less than $20.00 per party then the cost shall be equally apportioned among the parties. If that portion of the final budget to be assessed to parties is greater than $20.00 per party then each party shall be assessed a minimum of $20.00. The amount of revenue expected to be received through the foregoing minimum assessments shall be deducted from that portion of the final budget to be assessed to the parties and the balance shall be assessed to the parties having Allowed Pumping Allocations, such balance being divided among them proportionately in accordance with their respective Allowed Pumping Allocations.

Payment of the assessment provided for herein, subject to adjustment by the Court as provided, shall be made by each such party prior to beginning of the Administrative year to which the assessment relates, or within 40 days after the mailing of the tentative budget, whichever is later. If such payment by any party is not made on or before said date, the Watermaster shall add a penalty of 5% thereof to such party's statement. Payment required of any party hereunder may be enforced by execution issued out of the Court, or as may be provided by order hereinafter made by the Court, or by other proceedings by the Watermaster or by any party hereto on the Watermaster's behalf.

Any money unexpended at the end of any Administrative year shall be applied to the budget of the next succeeding Administrative year.

Notwithstanding the above, no part of the budget of the Watermaster shall be assessed to the Plaintiff District or to any party who has not extracted water from Central Basin for a period of two successive Administrative years prior to the Administrative year in which the tentative budget should be mailed by the Watermaster under the provisions of this subparagraph (e).

(f) Rules. The Watermaster may adopt and amend from time to time such rules as may be reasonably necessary to carry out its duties, powers and responsibilities under the provisions of this judgment. The rules shall be effective on such date after the mailing thereof to the parties as is specified by the Watermaster, but not sooner than 30 days after such mailing.

2. Use of Facilities and Data Collected by Other Governmental Agencies. The Watermaster is directed not to duplicate the collection of data relative to conditions of the Central Basin which is then being collected by one or more governmental agencies, but where necessary the Watermaster may collect supplemental data. Where it appears more economical to do so, the Watermaster is directed to use such facilities of other governmental agencies as are available to it under either no cost or cost agreements with respect to the receipt of reports, billings to parties, mailings to parties, and similar matters.

3. Appeal from Watermaster Decisions Other Than With Respect to Budget. Any party interested therein who has objection to any rule, determination, order or finding made by the Watermaster, may make objection thereto in writing delivered to the Watermaster within 30 days after the date the Watermaster mails written notice of the making of such rule, determination, order or finding, and within 30 days after such delivery the Watermaster shall consider said objection and shall amend or affirm his rule, determination, order or finding and shall give notice thereof to all parties. Any such party may file with the Court within 30 days from the date of said notice any objection to such rule, determination, order or finding of the Watermaster and bring the same on for hearing before the Court at such time as the Court may direct, after first having served said objection upon all other parties. The Court may affirm, modify, amend or overrule any such rule, determination, order or finding of the Watermaster. The provisions of this paragraph shall not apply to budgetary matters, as to which the appellate procedure has heretofore been set forth. Any objection under this paragraph shall not stay the rule, determination, order or finding of the Watermaster. However, the Court, by ex parte order, may provide for a stay thereof on application of any interested party on or after the date that any such party delivers to the Watermaster any written objection.

4. Effect of Non-Compliance by Watermaster With Time Provisions. Failure of the Watermaster to perform any duty, power or responsibility set forth in this judgment within the time limitation herein set forth shall not deprive the

Watermaster of authority to subsequently discharge such duty, power or responsibility, except to the extent that any such failure by the Watermaster may have rendered some otherwise required act by a party impossible.

III. PROVISIONS FOR PHYSICAL SOLUTION TO MEET THE WATER REQUIREMENTS IN CENTRAL BASIN. In order to provide flexibility to the injunction set forth in Part I of the judgment, and to assist in a physical solution to meet water requirements in Central Basin, the injunction so set forth is subject to the following provisions.

A. Carryover of Portion of Allowed Pumping Allocation.

(1) Each party adjudged to have a Total Water Right or water rights and who, during a particular Administrative year, does not extract from Central Basin a total quantity equal to such party's Allowed Pumping Allocation for the particular Administrative year, less any allocated subscriptions by such party to the Exchange Pool, or plus any allocated requests by such party for purchase of Exchange Pool water, is permitted to carry over (the "One Year Carryover") from such Administrative year the right to extract from Central Basin in the next succeeding Administrative year so much of said total quantity as it did not extract in the particular Administrative year, not to exceed 20% of such party's Allowed Pumping Allocation, or 20 acre feet, whichever of said 20% or 20 acre feet is the larger.

(2) Following the declaration of a Declared Water Emergency and until the Declared Water Emergency ends either

by expiration or by resolution of the Board of Directors of the Central and West Basin Water Replenishment District, each party adjudged to have a Total Water Right or water rights and who, during a particular Administrative year, does not extract from Central Basin a total quantity equal to such party's Allowed Pumping Allocation for the particular Administrative year, less any allocated subscriptions by such party to the Exchange Pool, or plus any allocated requests by such party for purchase of Exchange Pool water, is permitted to carry over (the "Drought Carryover") from such Administrative year the right to extract from Central Basin so much of said total quantity as it did not extract during the period of the Declared Water Emergency, to the extent such quantity exceeds the One Year Carryover, not to exceed an additional 35% of such party's Allowed Pumping Allocation, or additional 35 acre feet, whichever of said 35% or 35 acre feet is the larger. Carryover amounts shall first be allocated to the One Year Carryover and any remaining carryover amount for that year shall be allocated to the Drought Carryover.

(3) No further amounts shall be added to the Drought Carryover following the end of the Declared Water Emergency, provided however that in the event another Declared Water Emergency is declared, additional Drought Carryover may be added, to the extent such additional Drought Carryover would not cause the total Drought Carryover to exceed the limits set forth above.

(4) The Drought Carryover shall be supplemental to and shall not affect any previous drought carryover acquired by a party pursuant to previous order of the court.

B. When Over-extractions May be Permitted.

1. Underestimation of Requirements for Water. Any party hereto having an Allowed Pumping Allocation and not in violation of any provision of this judgment may extract in an Administrative year an additional quantity of water not to exceed: (a) 20% of such party's Allowed Pumping Allocation or 20 acre feet, whichever is greater, and (b) any amount in addition thereto which may be approved in advance by the Watermaster.

2. Reductions in Allowed Pumping Allocations in Succeeding Years to Compensate for Permissible Overextractions. Any such party's Allowed Pumping Allocation for the following Administrative year shall be reduced by the amount over-extracted pursuant to paragraph 1 above, provided that if the Watermaster determines that such reduction in the party's Allowed Pumping Allocation in one Administrative year will impose upon such a party an unreasonable hardship, the said reduction in said party's Allowed Pumping Allocation shall be prorated over a period of five (5) Administrative years succeeding that in which the excessive extractions by the party occurred. Application for such relief to the Watermaster must be made not later than the 40th day after the end of the Administrative year in which such excessive pumping occurred. Watermaster shall grant such relief if such over-extraction, or any portion thereof, occurred during a period of Declared Water Emergency.

3. Reductions in Allowed Pumping Allocations for the Next Succeeding Administrative Year to Compensate for Overpumping. Whenever a party over-extracts in excess of 20% of such party's Allowed Pumping Allocation, or 20 acre feet, whichever is greater, and such excess has not been approved in advance by the Watermaster, then such party's Allowed Pumping Allocation for the following Administrative year shall be reduced by an amount equivalent to its total over-extractions in the particular Administrative year in which it occurred.

4. Reports of Certain Over-extractions to the Court. Whenever a party over-extracts in excess of 20% of such party's Allowed Pumping Allocation, or 20 acre feet, whichever is greater, without having obtained prior approval of the Watermaster, such shall constitute a violation of the judgment and the Watermaster shall make a written report to the Court for such action as the Court may deem necessary. Such party shall be subject to such injunctive and other processes and action as the Court might otherwise take with regard to any other violation of such judgment.

5. Effect of Over-extractions on Rights. Any party who over-extracts from Central Basin in any Administrative year shall not acquire any additional rights by reason of such over-extractions; nor, shall any required reductions in extractions during any subsequent years reduce the Total Water Right or water rights of any party to the extent said over-extractions are in compliance with paragraph 1 above.

6. Pumping Under Agreement With Plaintiff During Periods of Emergency. Plaintiff overlies Central Basin and

engages in activities of replenishing the ground waters thereof. Plaintiff by resolution has appropriated for use during emergencies the quantity of 17,000 acre feet of imported and reclaimed water replenished by it into Central Basin, and pursuant to such resolution Plaintiff reserves the right to use or cause the use of such quantity during such emergency periods.

(a) Notwithstanding any other provision of this judgment, parties who are water purveyors (including successors in interest) are authorized to enter into agreements with Plaintiff under which such water purveyors may exceed their respective Allowed Pumping Allocations for the particular administrative year when the following conditions are met:

(1) Plaintiff is in receipt of a resolution of the Board of Directors of the Metropolitan Water District of Southern California ("MWD") that there is an actual or immediately threatened temporary shortage of MWD's imported water supply compared to MWD's needs, or a temporary inability to deliver MWD's imported water supply throughout its area, which will be alleviated by overpumping from Central Basin.

(2) The Board of Directors of both Plaintiff and Central Basin Municipal Water District by resolutions concur in the resolution of MWD's Board of Directors, and the Board of Directors of Plaintiff finds in its resolution that the average minimum elevation of water surface among those wells in the Montebello Forebay of the Central Basin designated as Los Angeles County Flood Control District Wells Nos. 1601T, 1564P, 1615P,

and 1626L, is at least 43.7 feet above sea level. This computation shall be based upon the most recent "static readings" taken, which shall have been taken not more than four weeks prior. Should any of the wells designated above become destroyed or otherwise be in a condition so that readings cannot be made, or the owner prevent their use for such readings the Board of Directors of the Plaintiff may, upon appropriate engineering recommendation substitute such other well or wells as it may deem appropriate.

(3) In said resolution, Plaintiff's Board of Directors sets a public hearing, and notice of the time, place and date thereof (which may be continued from time to time without further notice) is given by First Class Mail to the current designees of the parties, filed and served in accordance with Part V, paragraph 3 of this Judgment. Said notice shall be mailed at least five (5) days before the scheduled hearing date.

(4) At said public hearing, parties (including successors in interest) are given full opportunity to be heard, and at the conclusion thereof the Board of Directors of Plaintiff by resolution decides to proceed with agreements under this Part III-B.

(5) For purposes of this Part III-B, "water purveyors" mean those parties (and successors in interest) which sell water to the public whether regulated public utilities, mutual water companies or public entities, which have a connection or connections for the taking

of imported water of MWD, or access to imported water of MWD through a connection, and which normally supply part of their customer's needs with such imported water.

(b) All such agreements shall be subject to the following requirements, and such others as Plaintiff's Board of Directors shall require:

(1) They shall be of uniform content except as to quantity involved, and any special provisions considered necessary or desirable with respect to local hydrological conditions or good hydrologic practice.

(2) They shall be offered to all water purveyors, excepting those which Plaintiff's Board of Directors determine should not over pump because such over pumping would occur in undesirable proximity to a sea water barrier project designed to forestall sea water intrusion, or within or in undesirable proximity to an area within Central Basin wherein groundwater levels are at an elevation where over pumping is under all the circumstances then undesirable.

(3) The maximum terms for the agreements shall be four months, which agreements shall commence on the same date and end on the same date (and which may be executed at any time within the four month period), unless an extension thereof is authorized by the Court, under Part IV of this judgment.

(4) They shall contain provisions that the water purveyor executing the agreement pay to the Plaintiff a

price in addition to the applicable replenishment assessment determined on the following formula. The normal price per acre-foot of Central Basin Municipal Water District's (CBMWD) treated domestic and municipal water, as "normal" price of such category of water is defined in Part C, paragraph 10 (price to be paid for Exchange Pool Water) as of the beginning of the contract term less the deductions set forth in said paragraph 10 for the administrative year in which the contract term commences. The agreement shall provide for adjustments in the first of said components for any proportional period of the contract term during which the CBMWD said normal price is changed, and if the agreement straddles two administrative years, the said deductions shall be adjusted for any proportionate period of the contract term in which the amount thereof or of either subcomponent changes for purposes of said paragraph 10. Any price for a partial acre-foot shall be computed prorata. Payments shall be due and payable on the principle that over extractions under the agreement are of the last water pumped in the fiscal year, and shall be payable as the agreement shall provide.

(5) They shall contain provisions that:

(a) All of such agreements (but not less than all) shall be subject to termination by Plaintiff if, in the Judgment of Plaintiff's Board of Directors, the conditions or threatened conditions upon which they

were based have abated to the extent over extractions are no longer considered necessary; and (b) that any individual agreement or agreements may be terminated if the Plaintiff's Board of Directors finds that adverse hydrologic circumstances have developed as a result of over extractions by any water purveyor or purveyors which have executed said agreements, or for any other reason that Plaintiff's Board of Directors finds good and sufficient.

(c) Other matters applicable to such agreements and over pumping thereunder are as follows, without need for express provisions in the agreements;

(1) The quantity of over pumping permitted shall be additional to that which the water purveyor could otherwise over pump under this Judgment.

(2) The total quantity of permitted over pumping under all said agreements during said four months shall not exceed Seventeen thousand (17,000) acre feet, but the individual water purveyor shall not be responsible or affected by any violation of this requirement. That total is additional to over extractions otherwise permitted under this Judgment.

(3) Only one four month period may be utilized by Plaintiff in entering into such agreements, as to any one emergency or continuation thereof declared by MWD's Board of Directors under paragraph 6(a).

(4) Plaintiff may utilize the ex parte provisions of Part IV of this Judgment in lieu of the authority

contained herein (which ex parte provisions are not limited as to time, nature of relief, or terms of any agreements), but neither Plaintiff nor any other party shall utilize both as to any one such emergency or continuation thereof.

(5) If any party claims it is being damaged or threatened with damage by the over extractions by any party to such an agreement, the first party or the Watermaster may seek appropriate action of the Court for termination of any such agreement upon notice of hearing to the party complaining, to the party to said agreement, to the plaintiff, and to any parties who have filed a request for special notice. Any termination shall not affect the obligation of the party to make payments under the agreement for over extractions which did occur thereunder.

(6) Plaintiff shall maintain separate accounting of the proceeds from payments made pursuant to agreements entered into under this part. Said fund shall be utilized solely for purposes of replenishment in replacement of waters in Central Basin and West Basin. Plaintiff shall as soon as practicable cause replenishment in Central Basin by the amounts to be overproduced pursuant to this Paragraph 6 commencing at Page 63, whether through spreading, injection, or in lieu agreements.

(7) Over extractions pursuant to the agreements shall not be subject to the "make up" provisions of the

Judgment as amended, provided that if any party fails to make payments as required by the agreement, Plaintiff may require such "make up" under Paragraph 3, Subpart B, Part III of the Judgment (Page 62).

(8) Water Purveyor under any such agreement may, and is encouraged to enter into appropriate arrangements with customers who have water rights in Central Basin under or pursuant to this Judgment whereby the Water Purveyor will be assisted in meeting the objectives of the agreement.

(9) Nothing in this Paragraph 6 limits the exercise of the reserved jurisdiction of the court except as provided in subparagraph (c) (4) above.

7. Exemption for Extractors of Contaminated Groundwater. Any party herein may petition the Replenishment District for a Non-consumptive Water Use Permit as part of a project to remedy or ameliorate groundwater contamination. If the petition is granted as set forth in this part, the petitioner may extract the groundwater as permitted hereinafter, without the production counting against the petitioner's production rights.

(a) If the Board of the Replenishment District determines by Resolution that there is a problem of groundwater contamination that a proposed program will remedy or ameliorate, an operator may make extractions of groundwater to remedy or ameliorate that problem without the production counting against the petitioner's production rights if the water is not applied to beneficial surface use, its extractions are made in compliance with all the terms and conditions of the Board Resolution, and

the Board has determined in the Resolution either of the following:

(1) The groundwater to be extracted is unusable and cannot be economically treated or blended for use with other water.

(2) The proposed program involves extraction of usable water in the same quantity as will be returned to the underground without degradation of quality.

(b) The Resolution may provide those terms and conditions the Board deems appropriate, including, but not limited to, restrictions on the quantity of the extractions to be so exempted, limitations on time, periodic reviews, requirement of submission of test results from a Board-approved laboratory, and any other relevant terms or conditions.

(c) Upon written notice to the operator involved, the Board may rescind or modify its Resolution. The rescission or modification of the Resolution shall apply to groundwater extractions occurring more than ten days after the rescission or modification. Notice of rescission or modification shall be either mailed first class mail, postage prepaid, at least two weeks prior to the meeting of the Board at which the rescission or modification will be made to the address of record of the operator or personally delivered two weeks prior to the meeting.

(d) The Board's decision to grant, deny, modify or revoke a permit or to interrupt or stop a permitted project may be appealed to this court within thirty days of the notice thereof to the applicant and upon thirty days notice to the designees of all parties herein.

(e) The Replenishment District shall monitor and periodically inspect the project for compliance with the terms and conditions for any permit issued pursuant to these provisions.

(f) No party shall recover costs from any other party herein ~~on~~ in connection with ~~determinators~~ determinations made with respect to this part.

C. Exchange Pool Provisions.

(1) Definitions.

For purposes of these Exchange Pool provisions, the following words and terms have the following meanings:

(a) "Exchange Pool" is the arrangement hereinafter set forth whereby certain of the parties, ("Exchangees") may, notwithstanding the other provisions of the judgment, extract additional water from Central Basin to meet their needs, and certain other of the parties ("Exchangors"), reduce their extractions below their Allowed Pumping Allocations in order to permit such additional extractions by others.

(b) "Exchangor" is one who offers, voluntarily or otherwise, pursuant to subsequent provisions, to reduce its extractions below its Allowed Pumping Allocation in order to permit such additional extractions by others.

(c) "Exchangee" is one who requests permission to extract additional water from Central Basin.

(d) "Undue hardship" means unusual and severe economic or operational hardship, other than that arising (i) by reason of any differential in quality that might exist between water extracted from Central Basin and water available for importation

or (ii) by reason of any difference in cost to a party in subscribing to the Exchange Pool and reducing its extractions of water from Central Basin in an equivalent amount as opposed to extracting any such quantity itself.

2. Parties Who May Purchase Water Through the Exchange Pool. Any party not having existing facilities for the taking of imported water as of the beginning of any Administrative year, and any party having such facilities as of the beginning of any Administrative year who is unable, without undue hardship, to obtain, take, and put to beneficial use, through its distribution system or systems existing as of the beginning of the particular Administrative year, imported water in a quantity which, when added to its Allowed Pumping Allocation for that particular Administrative year, will meet its estimated needs for that particular Administrative year, may purchase water from the Exchange Pool, subject to the limitations contained in this Subpart C of this Part III (Subpart "C" hereinafter).

3. Procedure for Purchasing Exchange Pool Water. Not later than the 40th day following the commencement of each Administrative year, each such party desiring to purchase water from the Exchange Pool shall file with the Watermaster a request to so purchase, setting forth the amount of water in acre feet that such party estimates that it will require during the then current Administrative year in excess of the total of:

(a) Its Allowed Pumping Allocation for that particular Administrative year; and

(b) The imported water, if any, which it estimates it will be able, without undue hardship, to obtain, take and put to

beneficial use, through its distribution system or systems existing as of the beginning of that particular Administrative year.

Any party who as of the beginning of any Administrative year has existing facilities for the taking of imported water and who makes a request to purchase from the Exchange Pool must provide with such request substantiating data and other proof which, together with any further data and other proof requested by the Watermaster, establishes that such party is unable without undue hardship, to obtain, take and put to beneficial use through its said distribution system or systems a sufficient quantity of imported water which, when added to its said Allowed Pumping Allocation for the particular Administrative year, will meet its estimated needs. As to any such party, the Watermaster shall make a determination whether the party has so established such inability, which determination shall be subject to review by the court under the procedure set forth in Part II of this judgment. Any party making a request to purchase from the Exchange Pool shall either furnish such substantiating data and other proof, or a statement that such party had no existing facilities for the taking of imported water as of the beginning of that Administrative year, and in either event a statement of the basis for the quantity requested to be purchased.

4. Subscriptions to Exchange Pool.

(a) Required Subscription. Each party having existing facilities for the taking of imported water as of the beginning of any Administrative year hereby subscribed to the Exchange Pool for purposes of meeting Category (a) requests thereon, as more

particularly defined in paragraph 5 of this Subpart C, twenty percent (20%) of its Allowed Pumping Allocation, or the quantity of imported water which it is able, without undue hardship, to obtain, take and put to beneficial use through its distribution system or systems existing as of the beginning of the particular Administrative year in addition to such party's own estimated needs for imported water during that water year, whichever is the lesser. A party's subscription under this subparagraph (a) and subparagraph (b) of this paragraph 4 is sometimes hereinafter referred to as a 'required subscription'.

(b) Report to Watermaster by Parties with Connections and Unable to Subscribe 20%. Any party having existing facilities for the taking of imported water and estimating that it will be unable, without undue hardship, in that Administrative year to obtain, take and put to beneficial use through its distribution system or systems existing as of the beginning of that Administrative year, sufficient imported water to further reduce its extractions from the Central Basin by twenty percent (20%) of its Allowed Pumping Allocation for purposes of providing water to the Exchange Pool must furnish not later than the 40th day following the commencement of such Administrative year substantiating data and other proof which, together with any further data and other proof requested by the Watermaster, establishes said inability or such party shall be deemed to have subscribed twenty percent (20%) of its Allowed Pumping Allocation for the purpose of providing water to the Exchange Pool. As to any such party so contending such inability, the Watermaster shall make a determination whether the party has so established such

inability, which determination shall be subject to review by the Court under the procedure set forth in Part II of this judgment.

(c) Voluntary Subscriptions. Any party, whether or not having facilities for the taking of imported water, who desires to subscribe to the Exchange Pool a quantity or further quantity of its Allowed Pumping Allocation, may so notify the Watermaster in writing of the quantity of such offer on or prior to the 40th day following the commencement of the particular Administrative year. Such subscriptions are referred to hereinafter as "voluntary subscriptions." Any Exchangor who desires that any part of its otherwise required subscription not needed to fill Category (a) requests shall be available for Category (b) requests may so notify the Watermaster in writing on or prior to said 40th day. If all of that Exchangor's otherwise required subscription is not needed in order to fill Category (a) requests, the remainder of such required subscription not so used, or such part thereof as such Exchangor may designate, shall be deemed to be a voluntary subscription.

5. Limitations on Purchases of Exchange Pool Water and Allocation of Requests to Purchase Exchange Pool Water Among Exchangors.

(a) Categories of Requests. Two categories of Exchange Pool requests are established as follows:

(1) Category (a) requests. The quantity requested by each Exchangee, whether or not that Exchangee has an Allowed Pumping Allocation, which quantity is not in excess of 150% of its Allowed Pumping Allocation, if any, or 100 acre feet, whichever is greater. Requests or portions thereof within the

above criteria are sometimes hereinafter referred to as "Category (a) requests."

(2) Category (b) requests. The quantity requested by each Exchangee having an Allowed Pumping Allocation to the extent the request is in excess of 150% of that Allowed Pumping Allocation or 100 acre feet, whichever is greater, and the quantity requested by each Exchangee having no Allowed Pumping Allocation to the extent the request is in excess of 100 acre feet. Portions of requests within the above criteria are sometimes hereinafter referred to as "Category (b) requests."

(b) Filling of Category (a) Requests. All Exchange Pool subscriptions, required and voluntary, shall be available to fill Category (a) requests. Category (a) requests shall be filled first from voluntary subscriptions, and if voluntary subscriptions should be insufficient to fill all Category (a) requests required subscriptions shall be then utilized to fill Category (a) requests. All Category (a) requests shall be first filled before any Category (b) requests are filled.

(c) Filling of Category (b) Requests. To the extent that voluntary subscriptions have not been utilized in filling Category (a) requests, Category (b) requests shall be filled only out of any remaining voluntary subscriptions. Required subscriptions will then be utilized for the filling of any remaining Category (b) requests.

(d) Allocation of Requests to Subscriptions When Available Subscriptions Exceed Requests. In the event the quantity of subscriptions available for any category of requests exceeds those requests in that category, or exceeds the remainder

of those requests in that category, such requests shall be filled out of such subscriptions proportionately in relation to the quantity of each subscription.

(e) Allocation of Subscriptions to Category (b) Requests in the Event of Shortage of Subscriptions. In the event available subscriptions are insufficient to meet Category (b) requests, available subscriptions shall be allocated to each request in the proportion that the particular request bears to the total requests of the particular category.

6. Additional Voluntary Subscriptions. If subscriptions available to meet the requests of Exchangees are insufficient to meet all requests, additional voluntary subscriptions may be solicited and received from parties by the Watermaster. Such additional subscriptions shall be allocated first to Category (a) requests to the extent unfilled, and next to Category (b) requests to the extent unfilled. All allocations are to be otherwise in the same manner as earlier provided in paragraph 5 (a) through 5 (e) inclusive.

7. Effect if Category (a) Requests Exceed Available Subscriptions, Both Required and Voluntary. In the event that the quantity of subscriptions available to fill Category (a) requests is less than the total quantity of such requests, the Exchangees may, nonetheless, extract the full amount of their Category (a) requests otherwise approved by the Watermaster as if sufficient subscriptions were available. The amounts received by the Watermaster on account of that portion of the approved requests in excess of the total quantities available from Exchangors shall either be paid by the Watermaster to Central &

West Basin Water Replenishment District in trust for the purpose of purchasing imported water and spreading the same in Central Basin for replenishment thereof, or credited to an account of said Plaintiff District on the books of the Watermaster, at the option of said Plaintiff District. Thereafter said Plaintiff District may, at any time, withdraw said funds or any part thereof so credited in trust for the aforesaid purpose, or may by the 40th day of any Administrative year notify the Watermaster that it desires all or any portion of said funds to be expended by the Watermaster for the purchase of water available from subscriptions by Exchangors in the event the total quantity of such subscriptions exceeds the total quantity of approved requests by parties to purchase Exchange Pool water. To the extent that there is such an excess of available subscriptions over requests and to the extent that the existing credit in favor of Plaintiff District is sufficient to purchase such excess quantity at the price established for Exchange Pool purchases during that Administrative year, the account of the Plaintiff District shall be debited and the money shall be paid to the Exchangors in the same manner as if another party had made such purchase as an Exchangee. The Plaintiff District shall not extract any such Exchange Pool water so purchased.

8. <u>Additional Pumping by Exchangees Pursuant to Exchange Pool Provisions</u>. An Exchangee may extract from Central Basin in addition to its Allowed Pumping Allocation for a particular Administrative year that quantity of water which it has requested to purchase from the Exchange Pool during that Administrative year and which has been allocated to it pursuant

to the provisions of paragraphs 5, 6 and 7. The first pumping by an Exchangee in any Administrative year shall be deemed to be pumping of the party's allocation of Exchange Pool water.

9. Reduction in Pumping by Exchangors. Each Exchangor shall in each Administrative year reduce its extractions of water from Central Basin below its Allowed Pumping Allocation for the particular year in a quantity equal to the quantity of Exchange Pool requests allocated to it pursuant to the provisions of paragraphs 4, 5, 6 and 7 of this Subpart C.

10. Price to be Paid for Exchange Pool Water. The price to be paid by Exchangees and to be paid to Exchangors per acre foot for required and voluntary subscriptions of Exchangors utilized to fill requests on the Exchange Pool by Exchangees shall be the dollar amount computed as follows by the Watermaster for each Administrative year. The "normal" price as of the beginning of the Administrative year charged by Central Basin Municipal Water District (CBMWD) for treated MWD (Metropolitan Water District of Southern California) water used for domestic and municipal purposes shall be determined, and if on that date there are any changes scheduled during that Administrative year in CBMWD's "normal" price for such category of water, the weighted daily "normal" CBMWD price shall be determined and used in lieu of the beginning such price; and there shall be deducted from such beginning or weighted price, as the case may be, the "incremental cost of pumping water in Central Basin" at the beginning of the Administrative year and any then current rate or rates, of assessments levied on the pumping of ground water in Central Basin by Plaintiff District and any other governmental

agency. The "normal" price charged by CBMWD shall be the highest price of CBMWD for normal service excluding any surcharge or higher rate for emergency deliveries or otherwise failing to comply with CBMWD rates and regulations relating to earlier deliveries. The "incremental cost of pumping water in Central Basin" as of the beginning of the Administrative year shall be deemed to be the Southern California Edison Company Schedule No. PA-1 rate per kilowatt-hour, including all adjustments and all uniform authorized additions to the basic rate, multiplied by 560 kilowatt-hours per acre-foot, rounded to the nearest dollar (which number of kilowatt-hours has been determined to represent the average energy consumption to pump an acre-foot of water in Central Basin). In applying said PA-1 rate the charge per kilowatt-hour under the schedule shall be employed and if there are any rate blocks then the last rate block shall be employed. Should a change occur in Edison schedule designations, the Watermaster shall employ that applicable to motors used for pumping water by municipal utilities.

11. Carry-over of Exchange Pool Purchases by Exchangees. An Exchangee who does not extract from Central Basin in a particular Administrative year a quantity of water equal to the total of (a) its Allowed Pumping Allocation for that particular Administrative year, reduced by any authorized amount of carry-over into the next succeeding Administrative year pursuant to the provisions of Subpart A of Part III of this judgment, and (b) the quantity that it purchased from the Exchange Pool for that particular Administrative year, may carry over into the next succeeding Administrative year the right to

extract from Central Basin a quantity equal to the difference between said total and the quantity actually extracted in that Administrative year, but not exceeding the quantity purchased from the Exchange Pool for that Administrative year. Any such carry-over shall be in addition to that provided in said Subpart A of Part III.

If the 'Basinwide Average Exchange Pool Price' in the next succeeding Administrative year exceeds the 'Exchange Pool Price' in the previous Administrative year any such Exchangee exercising such carry-over rights hereinabove provided shall pay to the Watermaster, forthwith upon the determination of the 'Exchange Pool Price' in said succeeding Administrative year, and as a condition to such carry-over rights, an additional amount determined by multiplying the number of acre feet of carry-over by the difference in 'Exchange Pool Price' as between the two Administrative years. Such additional payment shall be miscellaneous income to the Watermaster which shall be applied by him against that share of the Watermaster's budget to be paid by the parties to this Agreement for the second Administrative year succeeding that in which the Exchange Pool water was so purchased.

12. Notification by Watermaster to Exchangors and Exchangees of Exchange Pool Requests and Allocations Thereof and Price of Exchange Pool Water. Not later than the 65th day after the commencement of each Administrative year, the Watermaster shall determine and notify all Exchangors and Exchangees of the total of the allocated requests for Exchange Pool water and shall provide a schedule divided into categories of requests showing

the quantity allocated to each Exchangee and a schedule of the allocation of the total Exchange Pool requirements among the Exchangors. Such notification shall also advise Exchangors and Exchangees of the prices to be paid to Exchangors for subscriptions utilized and the Exchange Pool Price for that Administrative year as determined by the Watermaster. The determinations of the Watermaster in this regard shall be subject to review by the Court in accordance with the procedure set forth in Part II of this judgment.

13. Payment by Exchangees. Each Exchangee shall, on or prior to last day of the third month of each Administrative year, pay to the Watermaster one-quarter of said price per acre-foot multiplied by the number of acre feet of such party's approved request and shall, on or before the last day of each of the next succeeding three months, pay a like sum to the Watermaster. Such amounts must be paid by each Exchangee regardless of whether or not it in fact extracts or uses any of the water it has requested to purchase from the Exchange Pool.

14. Payments to Exchangors. As soon as possible after receipt of moneys from Exchangees, the Watermaster shall remit to the Exchangors their prorata portions of the amount so received in accordance with the provisions of paragraph 10 above.

15. Delinquent Payments. Any amounts not paid on or prior to any due date above shall carry interest at the rate of 1% per month or any part of a month. Any amounts required to be so paid may be enforced by the equitable powers of the Court, including, but not limited to, the injunctive process of the Court. In addition thereto, the Watermaster, as Trustee for the

Exchangors, may enforce such payment by any appropriate legal action, and shall be entitled to recover as additional damages reasonable attorneys' fees incurred in connection therewith. If any Exchangee shall fail to make any payments required of it on or before 30 days after the last payment is due, including any accrued interest, said party shall thenceforward not be entitled to purchase water from the Exchange Pool in any succeeding Administrative year except upon order of the Court, upon such conditions as the Court may impose.

IV. CONTINUING JURISDICTION OF THE COURT.

The Court hereby reserves continuing jurisdiction and upon application of any interested party, or upon its own motion, may review and redetermine the following matters and any matters incident thereto:

(a) Its determination of the permissible level of extractions from Central Basin in relation to achieving a balanced basin and an economic utilization of Central Basin for ground water storage, taking into account any then anticipated artificial replenishment of Central Basin by governmental agencies for the purpose of alleviating what would otherwise be annual overdrafts upon Central Basin and all other relevant factors.

(b) Whether in accordance with applicable law any party has lost all or any portion of his rights to extract ground water from Central Basin and, if so, to ratably adjust the Allowed Pumping Allocations of the other parties and ratably thereto any remaining Allowed Pumping Allocation of such party.

(c) To remove any Watermaster appointed from time to time and appoint a new Watermaster; and to review and revise the duties, powers and responsibilities of the Watermaster and to make such other and further provisions and orders of the Court that may be necessary or desirable for the adequate administration and enforcement of the judgment.

(d) To revise the price to be paid by Exchangees and to Exchangors for Exchange Pool purchases and subscriptions.

(e) In case of emergency or necessity, to permit extractions from Central Basin for such periods as the Court may determine: (i) ratably in excess of the Allowed Pumping Allocations of the parties; or (ii) on a non-ratable basis by certain parties if either compensation or other equitable adjustment for the benefit of the other parties is provided. Such overextractions may be permitted not only for emergency and necessity arising within Central Basin area, but to assist the remainder of the areas within The Metropolitan Water District of Southern California in the event of temporary shortage or threatened temporary shortage of its imported water supply, or temporary inability to deliver the same throughout its area, but only if the court is reasonably satisfied that no party will be irreparably damaged thereby. Increased energy cost for pumping shall not be deemed irreparable damage. Provided, however, that the provisions of this subparagraph will apply only if the temporary shortage, threatened temporary shortage, or temporary inability to deliver was either not reasonably avoidable by the Metropolitan Water District, or if reasonably avoidable, good reason existed for not taking the steps necessary to avoid it.

(f) To review actions of the Watermaster.

(g) To assist the remainder of the areas within The Metropolitan Water District of Southern California within the parameter set forth in subparagraph (e) above.

(h) To provide for such other matters as are not contemplated by the judgment and which might occur in the future, and which if not provided for would defeat any or all of the purposes of this judgment to assure a balanced Central Basin subject to the requirements of Central Basin Area for water required for its needs, growth and development.

The exercise of such continuing jurisdiction shall be after 30 days notice to the parties, with the exception of the exercise of such continuing jurisdiction in relation to subparagraphs (e) and (g) above, which may be ex parte, in which event the matter shall be forthwith reviewed either upon the Court's own motion or the motion of any party upon which 30 days notice shall be so given. Within ten (10) days of obtaining any ex parte order, the party so obtaining the same shall mail notice thereof to the other parties. If any other party desires Court review thereof, the party obtaining the ex parte order shall bear the reasonable expenses of mailing notice of the proceedings, or may in lieu thereof undertake the mailing. Any contrary or modified decision upon such review shall not prejudice any party who relied on said ex parte order.

V. GENERAL PROVISIONS.

1. Judgment Constitutes Inter Se Adjudication. This judgment constitutes an inter se adjudication of the respective rights of all parties, except as may be otherwise specifically

indicated in the listing of the rights of the parties at pages 12 through 52 of this judgment, or in Appendix "2" hereof.

2. Assignment, Transfer, Etc., of Rights. Subject to the other provision of this judgment, and any rules and regulations of the Watermaster requiring reports relative thereto, nothing herein contained shall be deemed to prevent any party hereto from assigning, transferring, licensing or leasing all or any portion of such water rights as it may have with the same force and effect as would otherwise be permissible under applicable rules of law as exist from time to time.

3. Service Upon and Delivery to Parties of Various Papers. Service of the judgment on those parties who have executed that certain Stipulation and Agreement for Judgment or who have filed a notice of election to be bound by the Exchange Pool provisions shall be made by first class mail, postage prepaid, addressed to the designee and at the address designated for that purpose in the executed and filed Counterpart of the Stipulation and Agreement for Judgment or in the executed and filed "Notice of Election to be Bound by Exchange Pool Provisions", as the case may be, or in any substitute designation filed with the Court.

Each party who has not heretofore made such a designation shall, within 30 days after the judgment shall have been served upon that party, file with the Court, with proof of service of a copy upon the Watermaster, a written designation of the person to whom and the address at which all future notices, determinations, requests, demands, objections, reports and other

papers and processes to be served upon that party or delivered to that party are to be so served or delivered.

A later substitute designation filed and served in the same manner by any party shall be effective from the date of filing as to the then future notices, determinations, requests, demands, objections, reports and other papers and processes to be served upon or delivered to that party.

Delivery to or service upon any party by the Watermaster, by any other party, or by the Court, or any item required to be served upon or delivered to a party under or pursuant to the judgment may be by deposit in the mail, first class, postage prepaid, addressed to the designee and at the address in the latest designation filed by that party.

4. Judgment Does Not Affect Rights, Powers, Etc., of Plaintiff District. Nothing herein constitutes a determination or adjudication which shall foreclose Plaintiff District from exercising such rights, powers, privileges and prerogatives as it may now have or may hereafter have by reason of provisions of law.

5. Continuation of Order Under Interim Agreement. The order of Court made pursuant to the "Stipulation and Interim Agreement and Petition for Order" shall remain in effect through the water year in which this judgment shall become final (subject to the reserved jurisdiction of the Court).

6. Effect of: Extractions by Exchangees; Reductions in Extractions. With regard to Exchange Pool purchases, the first extractions by each Exchangee shall be deemed the extractions of the quantities of water which that party is

entitled to extract pursuant to his allocation from the Exchange Pool for that Administrative year. Each Exchangee shall be deemed to have pumped his Exchange Pool request so allocated for and on behalf of each Exchangor in proportion to each Exchangor's subscription to the Exchange Pool which is utilized to meet Exchange Pool requests. No Exchangor shall ever be deemed to have relinquished or lost any of its rights determined in this judgment by reason of allocated subscriptions to the Exchange Pool. Each Exchangee shall be responsible as between Exchangors and that Exchangee, for any tax or assessment upon the production of ground water levied for replenishment purposes by the Central and West Basin Water Replenishment District or by any other governmental agency with respect to water extracted by such Exchangee by reason of Exchange Pool allocations and purchases. No Exchangor or Exchangee shall acquire any additional rights, with respect to any party to this action, to extract waters from Central Basin pursuant to Water Code Section 1005.1 by reason of the obligations pursuant to and the operation of the Exchange Pool.

7. Judgment Binding on Successors, Etc. This judgment and all provisions thereof are applicable to and binding upon not only the parties to this action, but as well to their respective heirs, executors, administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in fact of any such persons.

8. Costs. No party shall recover its costs herein as against any other party.

9. Intervention of Successors in Interest and New Parties. Any person who is not a party (including but not limited to successors or parties who are bound by this judgment) and who proposes to produce water from the basin or exercise water rights of a predecessor may seek to become a party to this Judgment through a Stipulation in Intervention entered into with the Plaintiff. Plaintiff may execute said Stipulation on behalf of the other parties herein, but such Stipulation shall not preclude a party from opposing such intervention at the time of the court hearing thereon. Said Stipulation for Intervention must thereupon be filed with the Court, which will consider an order confirming said intervention following thirty (30) days notice to the parties. Thereafter, if approved by the Court, such intervenor shall be a party bound by this Judgment and entitled to the rights and privileges accorded under the physical solution herein.

10. Effect of this Amended Judgment on Orders Filed Herein. This Second Amended Judgment shall not abrogate such rights of additional carry-over of unused water rights as may otherwise exist pursuant to orders herein filed June 2, 1977 and September 29, 1977.

THE CLERK WILL ENTER THIS SECOND AMENDED JUDGMENT FORTHWITH.

DATED: May 6, 1991

/s/ Florence T. Pickard
Judge of the Superior Court