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5 *Attorneys for the Modesto Irrigation District*

7 **STATE OF CALIFORNIA**  
 8 **STATE WATER RESOURCES CONTROL BOARD**

11 )  
 In the Matter of Draft Cease and Desist Order )  
 12 No. 2009-00XX-DWR Enforcement Action 73 ) **MOTION IN LIMINE**  
 Against Wood Irrigation Company )  
 13 )  
 14 )  
 15 )

16 **I. INTRODUCTION**

17 Pursuant to a Draft Cease and Desist Order ("CDO") issued by the California State  
 18 Water Resources Control Board ("SWRCB") against Woods Irrigation Company ("Woods  
 19 IC") on December 28, 2009, the SWRCB requested that Woods IC provide proof of its legal  
 20 right to divert water from the Middle River in San Joaquin County for use on lands within  
 21 and upon Roberts Island. Specifically, Woods IC was instructed to delineate the area served  
 22 and the amount of water delivered under any pre-1914 appropriative water right that Woods  
 23 IC claims to have, and also to provide a list of riparian parcels that it serves on behalf of the  
 24 property owners through its diversion works. Woods IC has requested a hearing before the  
 25 SWRCB during which Woods IC may present evidence of any riparian or pre-1914  
 26 appropriative water rights it has. However, any evidence supporting Woods IC's assertion  
 27 that it possesses riparian or pre-1914 appropriative water rights is barred by the doctrine of  
 28

1 *res judicata* and/or collateral estoppel and judicial estoppel because the determination of  
2 whether Woods IC owns riparian or pre-1914 appropriative water rights was raised and  
3 adjudicated by the California Supreme Court in Woods Irr. Co. v. Department of  
4 Employment (1958) 50 Cal.2d 174. Pursuant to the Government Code section 11513, the  
5 Modesto Irrigation District ("MID") objects to any and all evidence that Woods IC will  
6 present in an attempt to prove riparian and/or pre-1914 water rights. Thus, because Woods  
7 IC's lack of riparian and/or pre-1914 appropriative water rights has been conclusively  
8 established, any contradictory evidence that Woods IC will present now in an attempt to  
9 prove such rights is not the sort of evidence on which responsible persons are accustomed to  
10 rely when conducting serious affairs, and therefore should be excluded. Therefore, MID  
11 requests the SWRCB exclude all evidence presented by Woods IC to prove it has any water  
12 rights.

## 14 II. STATEMENT OF FACTS

15 On December 28, 2009, the SWRCB issued a Draft CDO against the Woods IC  
16 requesting it cease and desist its unauthorized diversion, collection and use of water in  
17 violation of section 1052 of the Water Code regarding its use of water from Middle River in  
18 San Joaquin County on Roberts Island. (Exhibit PT-7.)

19 On January 11, 2010, Dennis Donald Geiger, the attorney for Woods IC, requested a  
20 hearing before the SWRCB regarding the allegations presented in the Draft CDO against  
21 Woods IC.

22 On February 9, 2010, the MID requested to intervene as a party in Woods IC's  
23 proceeding.

24 On April 7, 2010, the SWRCB issued a Notice of Public Hearing to inform the public  
25 of a hearing scheduled for June 7, 2010 to determine whether to adopt the CDO against the  
26 Woods IC.

1 In the Reporter's Transcript on Appeal of the original Sacramento County Superior  
2 Court case, *Woods Irrigation Company v. Department of Employment*, Gilbert L. Jones, the  
3 attorney for Woods IC, testified that Woods IC did not have its own water right. (Exhibit  
4 MSS-IE pp. 49 and 140.)

5 In *Woods Irr. Co. v. Department of Employment* (1958) 50 Cal.2d 174, 323 P.2d 758,  
6 the California Supreme Court found that Woods IC does not own any riparian or pre-1914  
7 appropriative water rights. (Exhibit PT-10.)

### 9 III. ARGUMENT

#### 10 A. Standard of Review

11 Under California Government Code section 11513, formal administrative  
12 hearings "need not be conducted according to technical rules relating to evidence and  
13 witnesses[.]" (Cal. Govt. Code § 11513.) Thus, relevant evidence will be admitted so long as  
14 it "is the sort of evidence on which responsible persons are accustomed to rely in the conduct  
15 of serious affairs," even if it would be inadmissible when objected to in civil actions. (Id.)  
16 Although administrative adjudications follow a relaxed standard of admissibility, the  
17 evidence still "must be relevant and reliable," and whether the hearing board deems evidence  
18 as relevant and reliable should be considered in determining its admissibility. (*Aengst v.*  
19 *Board of Medical Quality Assurance* (1980) 110 Cal App 3d 275, 283.)

20 Pursuant to the California Evidence Code section 350, no evidence is admissible  
21 unless it is relevant. (Cal. Evid. Code § 350.) Evidence is considered relevant if it tends to  
22 "logically, naturally and by reasonable inference" establish material facts. (Cal. Evid. Code §  
23 210; *People v. Garceau* (1993) 6 Cal.4<sup>th</sup> 140, 177, overruled on other grounds in *People v.*  
24 *Yeoman* (2003) 31 Cal.4<sup>th</sup> 93, 117-118.) A motion *in limine* may be made to request the court  
25 exclude evidence before the evidence is offered at trial, on grounds that would be  
26 inadmissible and prejudicial. (*People v. Morris* (1991) 53 Cal.3d 152, 188, overruled on other  
27 grounds in *People v. Stansbury* (1995) 9 Cal.4<sup>th</sup> 824, 889.) Motions *in limine* also provide

1 for a more meticulous consideration of evidentiary issues and improved efficiency because  
2 “potentially critical issues” can be resolved “at the outset” rather than during trial. (Id.) If a  
3 motion *in limine* is granted, all challenged evidence is excluded and counsel, the parties, and  
4 witnesses may not refer to the excluded material during trial. (Id.)

5 **B. Woods IC Is Barred By The Doctrine of *Res Judicata* And/Or Collateral**  
6 **Estoppel From Asserting Ownership Of Any Water Rights.**

7 The SWRCB should not permit Woods IC to submit evidence that it has riparian or  
8 pre-1914 appropriative water rights with which to divert water from Middle River in San  
9 Joaquin County for use on lands within and upon Roberts Island because Woods IC is barred  
10 by the doctrine of *res judicata* and/or collateral estoppel from asserting ownership of any  
11 water rights. *Res judicata*, or claim preclusion, prevents the re-litigation of a claim previously  
12 tried and decided. (Mycogen Corp. v. Monsanto Co. (2002) 28 Cal.4<sup>th</sup> 888, 896-897.)

13 Collateral estoppel, or issue preclusion, prevents the re-litigation of issues actually  
14 adjudicated between the parties in a previous litigation. (Producers Dairy Delivery Co. v.  
15 Sentry Ins. Co. (1986) 41 Cal.3d 903, 910.) The prerequisite elements for applying either  
16 doctrine are the same: (1) a claim or issue raised in the present action is identical to a claim  
17 or issue litigated in a prior action, (2) the prior action resulted in a final judgment on the  
18 merits, and (3) the party against whom the doctrine is to be applied was a party, or is in  
19 privity with a party, to the prior action. (People v. Barragan (2004) 32 Cal.4<sup>th</sup> 236, 252-253.)

20 All three elements are met here.

21 To be considered an issue that has been litigated in a prior action, an issue must have  
22 been (1) properly raised by the pleadings or otherwise, (2) submitted to the court for  
23 determination, and (3) actually determined by the court. (People v. Sims (1982) 32 Cal.3d  
24 468, 484.) To determine if these criteria have been met, courts must carefully evaluate the  
25 entire record of the prior action. (Murphy v. Murphy (2008) 164 Cal.App.4<sup>th</sup> 376, 400-401.)

26 Woods IC’s assertion that it possesses riparian and/or pre-1914 appropriative water  
27 rights is barred by the doctrine of *res judicata* and/or collateral estoppel because the  
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1 determination of whether Woods IC owns riparian or pre-1914 appropriative water rights was  
2 raised and adjudicated in Woods Irr. Co. v. Department of Employment (1958) 50 Cal.2d  
3 174. In that case, Woods IC sought to recover unemployment insurance contributions  
4 assessed and paid under protest pursuant to the Unemployment Insurance Act. (Woods Irr.  
5 Co. v. Department of Employment (1958) 50 Cal.2d 174, 176.) Woods IC alleged that it was  
6 exempt from paying the taxes because the irrigation and drainage services provided by its  
7 employees fell into the exempt category of agricultural labor. (Id.) In order to determine the  
8 nature of the labor Woods IC's employees performed, the nature of Woods IC itself was  
9 considered. (Id.)

10 The Supreme Court specifically evaluated two issues in Woods Irr. Co. v.  
11 Department of Employment. First, it had to decide if the work being performed by Woods  
12 IC's employees constituted "agricultural labor" as defined by the Unemployment Insurance  
13 Act. Second, it had to decide if there was any significance to the fact that the work was being  
14 performed on easements owned by Woods IC, as opposed to the on the farms of the  
15 landowners. In evaluating the first issue, the Court looked at the purposes for which Woods  
16 IC had been formed. (Id.) The Court specifically ruled that Woods IC "own[ed] no land or  
17 water rights of its own," and was not a water corporation that provided water to the general  
18 public. (Id.) From this, the Court determined that Woods IC and its employees provided a  
19 mere service, consisting of the construction, operation and maintenance of irrigation and  
20 drainage ditches to support the agricultural activities of its landowners. (Id.) Since the Court  
21 went on to find that there was no legal distinction created by the fact that Woods IC's  
22 employees worked on facilities placed on easements owned by Woods IC, instead of directly  
23 on the farms of Woods IC's landowners, the Supreme Court ruled that Woods IC and its  
24 employees were exempt from paying certain corporate unemployment contributions. (Id. at  
25 179, 181.) Thus, the question of whether or not Woods IC owned water rights in its own  
26 name was central to the reasoning and decision of the Supreme Court, was specifically  
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1 litigated, and the result is binding upon Woods IC in accordance with the doctrines of *res*  
2 *judicata* and/or collateral estoppel.

3 In the case at hand before the SWRCB, Woods IC is alleging riparian and/or pre-1914  
4 appropriative water rights by which it provides water from the Middle River in San Joaquin  
5 County for use on lands within and upon Roberts Island. Woods IC's water rights, riparian  
6 and/or pre-1914 appropriative water rights, however, have already been adjudicated in the  
7 previous action. Woods IC's water rights were determined by the court in Woods Irr. Co. v.  
8 Department of Employment, in which Woods IC was found to have no water rights in a final  
9 judgment on the merits. (*Id.* at 176.) Woods IC is the same party seeking to establish water  
10 rights in this action as had its rights determined in the prior action. (*Id.*) As such, Woods IC's  
11 assertion that it possesses riparian and/or pre-1914 appropriative water rights is barred by the  
12 doctrine of *res judicata* and/or collateral estoppel because the determination of whether  
13 Woods IC owns riparian and/or pre-1914 appropriative water rights was raised and  
14 adjudicated in Woods Irr. Co. v. Department of Employment.

15 As a result of the decision in Woods Irr. Co. v. Department of Employment and the  
16 doctrine of collateral estoppel/*res judicata*, Woods IC should not be permitted to re-litigate  
17 whether it possesses any legal riparian or pre-1914 appropriative right to divert water from  
18 the Middle River in San Joaquin County for use on lands within and upon Roberts Island.  
19 Thus, because Woods IC's lack of riparian and/or pre-1914 appropriative water rights has  
20 been conclusively established by the California Supreme Court, any evidence that Woods IC  
21 will present in an attempt to establish such rights will not be the sort of evidence on which  
22 responsible persons are accustomed to rely when conducting serious affairs because it would  
23 be contradictory to a decision of the California Supreme Court. As no responsible person  
24 would rely on such contradictory statements when conducting serious affairs, any evidence  
25 that Woods IC will present in an attempt to establish riparian and/ or pre-1914 appropriative  
26 water rights should be excluded.

1           **C. Woods IC Is Barred By The Doctrine of Judicial Estoppel From Asserting**  
2           **Ownership Of Any Water Rights.**

3           The SWRCB should not permit Woods IC to present evidence that it has riparian or  
4 pre-1914 appropriative water rights to divert water from the Middle River in San Joaquin  
5 County for use on lands within and upon Roberts Island because Woods IC is barred by the  
6 doctrine of judicial estoppel from asserting ownership of any water rights. “Judicial estoppel  
7 prevents a party from asserting a position in a legal proceeding that is contrary to a position  
8 previously taken in the same or some earlier proceeding.” (Jackson v. County of Los  
9 Angeles (1997) 60 Cal.App.4th 171, 181.) The crucial objective of judicial estoppel is to  
10 protect the integrity of the judiciary by preventing the intentional use of self-contradiction for  
11 the purpose of obtaining an unfair advantage. (Thomas v. Gordon (2000) 85 Cal.App.4th  
12 113, 118.) Judicial estoppel applies when: “(1) the same party has taken two positions; (2)  
13 the positions were taken in judicial or quasi-judicial administrative proceedings; (3) the party  
14 was successful in asserting the first position (i.e., the tribunal adopted the position or  
15 accepted it as true); (4) the two positions are totally inconsistent; and (5) the first position  
16 was not taken as a result of ignorance, fraud, or mistake.” (Jackson v. County of Los  
17 Angeles, supra, 60 Cal.App.4th at 183; see also New Hampshire v. Maine (2001) 532 U.S.  
18 742; Swahn Group, Inc. v. Segal (2010) WL 1347700.)

19           Woods IC’s contention that it possesses riparian and/or pre-1914 appropriative water  
20 rights is barred by the doctrine judicial estoppel because Woods IC took the position that it  
21 did not own riparian or pre-1914 appropriative water rights in Woods Irr. Co. v. Department  
22 of Employment (1958) 50 Cal.2d 174, and in that case, the Supreme Court of California  
23 adopted Woods IC’s position and determined it to be true.

24           In this case, the judicial estoppel factors have all been met and thus Woods IC’s  
25 recent claim that it owns a riparian and/or pre-1914 appropriative water right is barred by  
26 judicial estoppel. First, Woods IC has taken two different positions; originally in 1958, in  
27 Woods Irr. Co. v. Department of Employment (1958) 50 Cal.2d 174, Woods IC asserted that  
28

1 it held no water rights of its own, and in the present CDO case, Woods IC alleges it holds a  
2 riparian and/or pre-1914 appropriative water right. Second, the original position taken by  
3 Woods IC was in a judicial proceeding and the current contradictory position taken by  
4 Woods IC is in a quasi-judicial administrative proceeding. Third, Woods IC successfully  
5 asserted the first position, that it held no water rights, in Woods Irr. Co. v. Department of  
6 Employment, as this assertion was critical to the California Supreme Court's finding that  
7 Woods IC merely provided a service maintaining the irrigation and drainage infrastructure  
8 for its shareholders, and thus the labor of Woods IC's employees was exempt from taxation  
9 under the Unemployment Insurance Act. (Woods Irr. Co. v. Department of Employment  
10 (1958) 50 Cal.2d 174.) Fourth, the two positions that Woods IC has taken, originally that it  
11 owns no water rights and now that it does, are totally inconsistent. Fifth and finally, the first  
12 position taken by Woods IC, that it owned no water rights, was not taken as a result of  
13 ignorance, fraud or mistake because its own attorney, Gilbert L. Jones, in the original  
14 Sacramento County Superior Court case, *Woods Irrigation Company v. Department of*  
15 *Employment*, testified that Woods IC did not have its own water right. (Exhibit MSS-IE pp.  
16 49 and 140.)

17 Therefore, the SWRCB should not permit Woods IC to present evidence that it has  
18 riparian or pre-1914 appropriative water rights with which to divert water from the Middle  
19 River in San Joaquin County for use on lands within and upon Roberts Island because Woods  
20 IC is barred by the doctrine of judicial estoppel from asserting ownership of any water rights.

21  
22 **D. Woods IC Cannot Assert Water Rights Before the SWRCB Because the**  
23 **Final Judgment of the California Supreme Court Is Conclusive.**

24 Although Woods IC claims to possess a pre-1914 appropriative water right to divert  
25 water from Middle River to lands within and upon Roberts Island at a rate of up to 77.7 cubic  
26 feet per second (Exhibit PT-7), the Supreme Court of California has previously established in  
27 Woods Irr. Co. v. Department of Employment (1958) 50 Cal.2d 174, that Woods IC does not



1 possess any riparian water rights, nor any pre-1914 appropriative water rights. The SWRCB  
2 and the courts each have original concurrent jurisdiction over water rights. (National  
3 Audubon Soc. V. Superior Court (1983) 33 Cal.3d 419, 449). It is hornbook law that where  
4 two bodies have original concurrent jurisdiction, the first to exercise such jurisdiction  
5 assumes exclusive and continuing jurisdiction over the subject matter and the parties.  
6 (California Attorneys, Administrative Law Judges and Hearing Officers in State Employment  
7 v. Schwarzenegger (2010) 182 Cal.App.4<sup>th</sup> 1424, 1430). As to Woods IC's alleged water  
8 rights, the California court system asserted exclusive jurisdiction in the 1950s as part of the  
9 dispute between Woods IC and the State. The final judgment of the dispute, rendered by the  
10 California Supreme Court in 1958, is conclusive and cannot be the subject of a collateral  
11 attack before a body with concurrent jurisdiction. (Busick v. Workmen's Comp. Appeals Bd.  
12 (1972) 7 Cal.3d 967, 977; Consumer Advocacy Group, Inc. v. ExxonMobil Corp. (2008) 168  
13 Cal.App.4<sup>th</sup> 675, 683). As to the water rights of Woods IC, the SWRCB is bound to comply  
14 with the findings of the California Supreme Court that Woods IC has no independent water  
15 right of its own.

16 As a result of the decision in Woods Irr. Co. v. Department of Employment, Woods  
17 IC should not be permitted to present evidence to establish whether it possesses any legal  
18 riparian or pre-1914 appropriative right to divert water from the Middle River in San Joaquin  
19 County for use on lands within and upon Roberts Island. Thus, because Woods IC's lack of  
20 riparian and/or pre-1914 appropriative water rights has been conclusively established by the  
21 California Supreme Court, any evidence that Woods IC will present in an attempt to establish  
22 such rights will not be the sort of evidence on which responsible persons are accustomed to  
23 rely when conducting serious affairs because it would be contradictory to a decision of the  
24 California Supreme Court. As no responsible person would rely on such contradictory  
25 statements when conducting serious affairs, any evidence that Woods IC will present in an  
26 attempt to establish riparian and/or pre-1914 appropriative water rights should be excluded.  
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1           **IV. CONCLUSION**

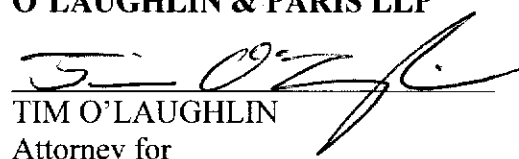
2           Woods IC’s assertion that it possesses riparian or pre-1914 appropriative water rights  
3 is barred by the doctrine of *res judicata* and/or collateral estoppel and judicial estoppel  
4 because Woods IC’s lack of riparian and/or pre-1914 appropriative water rights has already  
5 been asserted by Woods IC and conclusively established and adopted by the California  
6 Supreme Court. Any evidence that Woods IC will present in an attempt to establish such  
7 rights will not be the sort of evidence on which responsible persons are accustomed to rely  
8 when conducting serious affairs because such evidence would be contradictory to a decision  
9 of the California Supreme Court. As no responsible person would rely on such contradictory  
10 statements when conducting serious affairs, any evidence that Woods IC will present in an  
11 attempt to prove riparian and/or pre-1914 appropriative water rights should be excluded.  
12 Therefore, MID requests the SWRCB exclude all evidence presented by Woods IC to prove  
13 it has any water rights.

14  
15 DATED: June 4, 2010

16   Respectfully submitted

17   **O’LAUGHLIN & PARIS LLP**

18   By:

19     
20   TIM O’LAUGHLIN

21   Attorney for  
22   MODESTO IRRIGATION DISTRICT

**PROOF OF SERVICE**  
(Government Code §11440.20)

I, KATIE J. SHEA, declare that:

I am employed in the County of Butte, State of California. I am over the age of eighteen years and not a party to the within cause. My Business address is P.O. Box 9259, Chico, California 95927-9259. On this date, in the following manner, I served the foregoing document(s) identified as:

**MOTION IN LIMINE**

**UNITED STATES MAIL** [CCP §1013] I enclosed the documents in a sealed envelope addressed to the following persons and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with our practice for collection processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage thereon fully prepaid at Chico, California addressed as below:

**FACSIMILE** Based on prior consent, I caused the documents to be sent to the following persons via telecopier/facsimile machine a true copy thereof to the parties indicated below:

**OVERNIGHT DELIVERY** [CCP §1013(c)] I enclosed the documents in a sealed envelope provided by an overnight delivery carrier and addressed it to the persons identified below. I placed said envelope for collection at a regularly utilized drop box of the overnight carrier.

▶▶▶ **E-MAIL** [CCP §1010.6] Based on a court order or an agreement of the parties to accept service by e-mail, I caused the documents to be sent to the e-mail addresses indicated in the attached Service List of Participants.

**PERSONAL DELIVERY** [CCP §415.10] I personally delivered the documents to the persons identified below:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on **June 24, 2010**, at Chico, California.

  
\_\_\_\_\_  
**Katie J. Shea**

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**PROOF OF SERVICE**  
(Government Code §11440.20)

I, TIM O'LAUGHLIN, declare that:

I am employed in the County of Butte, State of California. I am over the age of eighteen years and not a party to the within cause. My Business address is P.O. Box 9259, Chico, California 95927-9259. On this date, in the following manner, I served the foregoing document(s) identified as:

**MOTION IN LIMINE**

**UNITED STATES MAIL** [CCP §1013] I enclosed the documents in a sealed envelope addressed to the following persons and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with our practice for collection processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage thereon fully prepaid at Chico, California addressed as below:

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▶▶▶ **PERSONAL DELIVERY** [CCP §415.10] I personally delivered the documents to the persons identified below:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on **June 24, 2010**, at Chico, California.

  
\_\_\_\_\_  
*Tim O'Laughlin*

**HEARING REGARDING ADOPTION OF DRAFT CEASE AND DESIST ORDER  
AGAINST: WOODS IRRIGATION COMPANY (MIDDLE RIVER) – SAN JOAQUIN  
COUNTY - SCHEDULED TO COMMENCE ON JUNE 7, 2010**

**REVISED SERVICE LIST  
(April 23, 2010)**

**THE FOLLOWING MUST BE SERVED WITH WRITTEN TESTIMONY, EXHIBITS AND OTHER DOCUMENTS.** (All have AGREED TO ACCEPT electronic service, pursuant to the rules specified in the hearing notice.)

<p>WOODS IRRIGATION COMPANY c/o John Herrick, Esq. 4255 Pacific Avenue, Suite 2 Stockton, CA 95207 <a href="mailto:jherrlaw@aol.com">jherrlaw@aol.com</a></p> <p>c/o Dean Ruiz, Esq. Harris, Perisho &amp; Ruiz 3439 Brookside Road, Suite 210 Stockton, CA 95219 <a href="mailto:dean@hpllp.com">dean@hpllp.com</a></p> <p>c/o Dennis Donald Geiger, Esq. 311 East Main Street, Suite 400 Stockton, CA 95202 <a href="mailto:dgeiger@bgrn.com">dgeiger@bgrn.com</a></p>	<p>DIVISION OF WATER RIGHTS PROSECUTION TEAM c/o David Rose State Water Resources Control Board 1001 I. Street Sacramento, CA 95814 <a href="mailto:drose@waterboards.ca.gov">drose@waterboards.ca.gov</a></p>
<p>MODESTO IRRIGATION DISTRICT c/o Tim O'Laughlin O'Laughlin &amp; Paris LLP PO. Box 9259 Chico, CA 92927 <a href="mailto:towater@olaughlinparis.com">towater@olaughlinparis.com</a> <a href="mailto:kpetruzzelli@olaughlinparis.com">kpetruzzelli@olaughlinparis.com</a></p>	<p>STATE WATER CONTRACTORS c/o Stanley C. Powell Kronick, Moscovitz, Tiedemann &amp; Girard 400 Capitol Mall, 27<sup>th</sup> Floor Sacramento, CA 95814 <a href="mailto:spowell@kmtg.com">spowell@kmtg.com</a></p>
<p>THE SAN LUIS &amp; DELTA-MENDOTA WATER AUTHORITY Jon D. Rubin/Valerie C. Kincaid Diepenbrock ♦ Harrison 400 Capitol Mall, 18<sup>th</sup> Floor Sacramento, CA 95814 <a href="mailto:jrubin@diepenbrock.com">jrubin@diepenbrock.com</a> <a href="mailto:vkincaid@diepenbrock.com">vkincaid@diepenbrock.com</a></p>	<p>CENTRAL DELTA WATER AGENCY c/o Dean Ruiz, Esq. Harris, Perisho &amp; Ruiz 3439 Brookside Road, Suite 210 Stockton, CA 95219 <a href="mailto:dean@hpllp.com">dean@hpllp.com</a></p>

HEARING REGARDING ADOPTION OF DRAFT CEASE AND DESIST ORDER  
AGAINST: WOODS IRRIGATION COMPANY (MIDDLE RIVER) – SAN JOAQUIN  
COUNTY - SCHEDULED TO COMMENCE ON JUNE 7, 2010

REVISED SERVICE LIST OF PARTICIPANTS  
(April 23, 2010)

**PARTICIPANTS TO BE SERVED WITH WRITTEN TESTIMONY, EXHIBITS AND OTHER DOCUMENTS.** (The participants listed below AGREED TO ACCEPT electronic service, pursuant to the rules specified in the hearing notice.)

<p>SOUTH DELTA WATER AGENCY c/o John Herrick, Esq. 4255 Pacific Avenue, Suite 2 Stockton, CA 95207 <a href="mailto:jherrlaw@aol.com">jherrlaw@aol.com</a></p> <p>c/o Dean Ruiz, Esq. 3439 Brookside Road, Suite 210 Stockton, CA 95219 <a href="mailto:dean@hpllp.com">dean@hpllp.com</a></p>	<p>SAN JOAQUIN COUNTY AND THE SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT c/o DeeAnn M. Gillick Neumiller &amp; Beardslee P.O. Box 20 Stockton, CA 95201-3020 <a href="mailto:dgillick@neumiller.com">dgillick@neumiller.com</a> <a href="mailto:mbrown@neumiller.com">mbrown@neumiller.com</a></p>
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