

# Exhibit A

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

DEPARTMENT NO. 4 HON. JACK KOMAR, JUDGE

COORDINATION PROCEEDING	)	
SPECIAL TITLE (RULE 1550B)	)	
	)	JUDICIAL COUNCIL
ANTELOPE VALLEY GROUNDWATER CASES)	)	COORDINATION
_____)	)	NO. JCCP4408
	)	
PALMDALE WATER DISTRICT AND	)	SANTA CLARA CASE NO.
QUARTZ HILL WATER DISTRICT,	)	1-05-CV-049053
	)	
CROSS-COMPLAINANTS,	)	
	)	
VS.	)	
	)	
LOS ANGELES COUNTY WATERWORKS,	)	
DISTRICT NO. 40, ET AL,	)	
	)	
CROSS-DEFENDANTS.	)	
_____)	)	

REPORTER'S TRANSCRIPT OF PROCEEDINGS

THURSDAY, JUNE 16, 2011

APPEARANCES:

(SEE APPEARANCE PAGES)

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OFFICIAL REPORTER

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1 CASE NUMBER: JCCP 4408  
2 CASE NAME: ANTELOPE VALLEY  
3 LOS ANGELES, CALIFORNIA, THURSDAY, JUNE 16, 2011  
4 DEPARTMENT NO. 2D HON. ELIA WEINBACH  
5 REPORTER GINGER WELKER, CSR #5585  
6 TIME: 8:38 A.M.  
7 APPEARANCES: (SEE TITLE PAGE)  
8

9 THE COURT: WE HAVE A NUMBER OF PEOPLE WHO ARE ON  
10 COURT CALL. HAVE THEY BEEN IDENTIFIED?

11 THE CLERK: YES, THEY HAVE, YOUR HONOR.

12 THE COURT: IF ANYBODY ON COURT CALL WISHES TO  
13 ARGUE, COMMENT, OR ADDRESS THE COURT, MAKE SURE YOU  
14 STATE YOUR NAME EACH TIME YOU SPEAK SO THAT THE REPORTER  
15 AND I WILL KNOW WHO YOU ARE.

16 WE HAVE SEVERAL ACTIONS AND MATTERS TO TAKE  
17 CARE OF THIS MORNING. THE PRIMARY ONE IS THE MOTION FOR  
18 PRELIMINARY APPROVAL OF THE WOOD'S CLASS SETTLEMENT  
19 PROPOSED. AND THE COURT HAS READ AND CONSIDERED THAT  
20 APPLICATION AS WELL AS A NUMBER OF PARTIES WHO HAVE  
21 FILED WRITTEN OPPOSITION TO THAT.

22 I WILL TELL YOU I HAVE SOME CONCERNS. AND I  
23 THINK WE NEED TO ADDRESS THOSE HERE THIS MORNING.  
24 BEFORE I DO THAT, IS THERE SOMETHING AS MOVING PARTY,  
25 MR. MCLACHLAN, THAT YOU WANT TO STATE?

26 MR. MCLACHLAN: NO. I THINK MAYBE THE TIME IS  
27 BEST SPENT ADDRESSING WHATEVER CONCERNS THE COURT IS  
28 ALLUDING TO.

1 THE COURT: ALL RIGHT. THE FIRST CONCERN I HAVE  
2 RELATES TO THE ESTABLISHMENT OF THE RIGHTS OF THE CLASS  
3 MEMBERS AND THE DEFINITION THAT THE ALLOCATION FOR EACH  
4 MEMBER WILL BE AS TO PER HOUSEHOLD RATHER THAN TO THE  
5 CLASS MEMBERS AS THEY WERE DEFINED IN THE ORDER  
6 ESTABLISHING THE CLASS.

7 IT SEEMS TO ME THAT THERE IS POTENTIAL HERE  
8 FOR SOME CONTRADICTIONS IN TERMS. FOR EXAMPLE, A  
9 HOUSEHOLD MAY OWN SEPARATE PARCELS. EACH PARCEL OF  
10 WHICH WOULD HAVE OVERLYING RIGHTS. THAT IS MY FIRST  
11 CONCERN BECAUSE IT IS INCONSISTENT WITH THE DEFINITION  
12 OF THE CLASS.

13 AND AS I UNDERSTAND IT -- AND WE WILL TALK  
14 ABOUT THIS IN A FEW MOMENTS -- PART OF THE REASON FOR  
15 THAT IS TO ESTABLISH DOMESTIC USE. AND THAT IS ALSO NOT  
16 PART OF THE CLASS DESCRIPTION. AND IT IS NOT A  
17 LIMITATION OF THE CLASS DESCRIPTION. SO IT IS A  
18 NARROWER DESCRIPTION, IT SEEMS TO ME, THAN THE CLASS  
19 DESCRIPTION.

20 AND I GUESS WHAT I CAN DO IS JUST GO THROUGH  
21 THESE AND TELL YOU WHAT MY CONCERNS ARE, AND WE CAN  
22 START ADDRESSING THEM SERIATIM.

23 ON PAGE 11 OF THE AGREEMENT STARTING AT LINE  
24 FOUR, "THE SETTLING PARTIES AGREE THAT THE WOOD CLASS  
25 MEMBERS MAY EACH PUMP UP TO 3 ACRE-FEET PER HOUSEHOLD  
26 FOR REASONABLE AND BENEFICIAL USE ON THEIR OVERLYING  
27 LAND," ET CETERA, ET CETERA. AND THAT IF THE COURT DOES  
28 NOT APPROVE THIS PROVISION, THIS AGREEMENT IS VOID.



1 THE PROBLEM THAT I HAVE WITH THAT IS NOT  
2 THAT THE PARTIES WHO ARE SETTLING THE CASE CANNOT AGREE  
3 AMONG THEMSELVES. THE DIFFICULTY IS THAT WHAT YOU ARE  
4 DOING IS ATTEMPTING TO ESTABLISH, AS I READ THIS  
5 AGREEMENT, THE 3 ACRE-FEET PER YEAR ALLOCATION AS A --  
6 AS A STANDARD THAT IS GOING TO BIND ALL THE NONSETTLING  
7 PARTIES. AND I DON'T THINK YOU CAN DO THAT.

8 YOU HAVE TO ACKNOWLEDGE THE FACT THAT AS TO  
9 OTHER PARTIES THE COURT HAS TO MAKE FINDINGS BASED UPON  
10 EVIDENCE. I CAN'T DO THAT BASED UPON AN AGREEMENT OF  
11 SOME OF THE PARTIES, BUT NOT ALL OF THE PARTIES.

12 AND I UNDERSTAND THAT THE CONCERN THAT YOU  
13 HAVE IS THAT YOU CAN'T SETTLE THIS CASE WITHOUT THAT  
14 KIND OF A FINDING BINDING EVERYBODY, BUT I CAN'T MAKE  
15 THAT KIND OF A FINDING WITHOUT EVIDENCE AND AN  
16 OPPORTUNITY FOR THE PARTIES TO DISPUTE IT. IT MAY WELL  
17 BE REASONABLE, BUT I HAVE NO WAY OF KNOWING THAT AT THIS  
18 POINT.

19 LET ME JUST GO THROUGH HERE: YOU ARE  
20 ATTEMPTING TO BIND A WATER MASTER AND A WATER MASTER  
21 DECISION AND DETERMINATION OF ALLOCATION OF WATER RIGHTS  
22 AND PREVENTING THE COURT AND THE WATER MASTER FROM DOING  
23 ANYTHING OTHER THAN WHAT YOU HAVE AGREED AMONG  
24 YOURSELVES.

25 WELL, AS TO YOURSELVES, THAT IS FINE. AND  
26 IF YOU WANT TO AGREE THAT THE WATER PRODUCERS, PURVEYORS  
27 HERE, WILL NOT TAKE A POSITION THAT YOU ARE NOT ENTITLED  
28 TO A 3 ACRE-FEET PER YEAR, THAT IS FINE. THEY CAN DO