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FILED
Superior Court of California
County of Los Angeles

SEP 29 2015 ✓

Sherri R. Carter, Executive Officer/Clerk
By: A. Barton Deputy
A. Barton

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

**ANTELOPE VALLEY
GROUNDWATER CASES**

) JUDICIAL COUNCIL COORDINATION
) PROCEEDING NO. 4408

This Pleading Relates to Included Action:
REBECCA LEE WILLIS, on behalf of
herself and all others similarly situated,

) CASE NO. BC 364553

Plaintiff,

) **[PROPOSED] SECOND AMENDED FINAL
) JUDGMENT APPROVING WILLIS
) CLASS ACTION SETTLEMENT**

vs.

LOS ANGELES COUNTY WATERWORKS)
DISTRICT NO. 40; CITY OF LANCASTER;)
CITY OF PALMDALE; PALMDALE)
WATER DISTRICT; LITTLEROCK CREEK)
IRRIGATION DISTRICT; PALM RANCH)
IRRIGATION DISTRICT; QUARTZ HILL)
WATER DISTRICT; ANTELOPE VALLEY)
WATER CO.; ROSAMOND COMMUNITY)
SERVICE DISTRICT; and DOES 1 through)
1,000;

) DOCUMENT FILED NUNC PRO TUNC
) AS OF SEPTEMBER 22, 2011

Defendants.

) Judge: Hon. Jack Komar
) Coordination Trial Judge

This matter has come before the Court on the Motion of Plaintiff Rebecca Lee Willis (Willis) for Final Approval of the Proposed Class Action Settlement between and among Rebecca Lee Willis and the Willis Class, on the one hand; and Los Angeles County Waterworks District No. 40, City of Palmdale Water District, Littlerock Creek Irrigation District, Palm Ranch Irrigation District, Quartz Hill Water District, California Water Service Company,

1 Rosamond Community Service District, Phelan Pinon Hills Community Services District,
2 Desert Lake Community Services District, and North Edwards Water District (collectively, the
3 “Settling Defendants”), on the other hand.

4 By Order dated November 18, 2010, this Court granted Plaintiff’s Motion for
5 Preliminary Approval of the Proposed Settlement of this action and directed the sending of
6 Notice to the Willis Class. After considering all arguments and submissions for and against
7 final approval of the proposed settlement, and being fully advised of the premises, **IT IS**
8 **HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS, PURSUANT TO**
9 **SECTIONS 382 AND 664.6 OF THE CODE OF CIVIL PROCEDURE:**
10

11 1. For over 10 years, a number of actions have been pending in the Los Angeles
12 County Superior Court and other California courts seeking an adjudication of various parties’
13 respective rights to the groundwater underlying the Antelope Valley Groundwater Basin (the
14 “Basin”).

15 2. A number of cases raising such issues were coordinated by a July 11, 2005 Order
16 of Judicial Council and assigned to the Honorable Jack Komar of the Superior Court for the
17 County of Santa Clara (the “Court”).

18 3. The Court held an initial phase of trial on October 2006 with respect to the
19 boundaries of the Basin and issued an Order on November 3, 2006 defining the Basin for
20 purposes of the litigation.

21 4. The Willis Class Action was filed on or about January 11, 2007 to contest certain
22 public entities’ claims that those entities had obtained prescriptive rights to a portion of the
23 Basin’s groundwater. The Willis case was subsequently coordinated with the Coordinated
24 Cases.
25

26 5. By Order dated September 11, 2007, the Court certified the Willis Class. As
27

1 amended by Orders dated May 22, 2008 and September 2, 2008, the Willis Class is defined as
2 follows:

3 "All private (i.e., non-governmental) persons and entities that own real
4 property within the Basin, as adjudicated, that are not presently pumping
5 water on their property and have not done so at any prior time ("the Class").
6 The Class includes the successors-in-interest by way of purchase, gift,
inheritance, or otherwise of such landowners.

7 The Class excludes the defendants herein, any person, firm, trust,
8 corporation, or other entity with which any defendant has a controlling
9 interest or which is related to or affiliated with any of the defendants, and
10 the representatives, heirs, affiliates, successors-in-interest or assigns of any
11 such excluded party. The Class also excludes all persons to the extent their
12 properties are connected and receive service from a municipal water system,
13 public utility, or mutual water company. The Class shall [further] exclude
14 all property(ies) that are listed as 'improved' by Los Angeles or Kern County
Assessor's' office, unless the owners of such properties declare under penalty
of perjury that they do not pump and have never pumped water on those
properties. The Class shall [further] exclude all persons to the extent they
own properties within the Basin on which they have pumped water at any
time."

15 6. Notice of the Pendency of this action was sent to the Willis Class in or about
16 January 1, 2009 and the opt-out period (as extended) expired on August 30, 2009. Certain
17 persons who opted out were subsequently permitted to rejoin the Class.

18 7. The persons listed on Exhibit 1 hereto validly excluded themselves from the Class
19 in accordance with this Court's prior Orders (and have not re-joined the Class) and are not bound
20 by the Settlement or this Judgment.

21 8. Counsel for the Willis Class engaged in settlement discussions with Defendants'
22 counsel during mid 2009. On September 2, 2009, counsel participated in mediation session
23 before the Honorable Ronald Robie. That mediation resulted in an agreement in principle
24 among counsel for the Settling Parties to settle the litigation between and among their
25 respective clients, subject to appropriate approvals.

26 9. By Order dated October 28, 2009, the Court stated its intent to consolidate the
27 various Actions that were coordinated as part of JCCP No. 4408, including the Willis action.

1 On February 19, 2010, the Court entered an Order Transferring and Consolidating [the
2 Coordinated] Actions for All Purposes. As provided in the Consolidation Order, this Final
3 Judgment shall not be construed to prejudice the rights of any of the Non-Settling Parties in the
4 Consolidated Actions nor shall it prejudice the claims and defenses that the Settling Parties may
5 assert with respect to such Non-Settling Parties.

6 10. By Order dated November 18, 2010, this Court granted preliminary approval to
7 the proposed settlement of this action and directed that Notice of the Proposed Settlement be sent
8 to the Class.

9 11. Notice of the Proposed Settlement has been sent to the Willis Class by first class
10 mail in accordance with the Court's Preliminary Approval Order. Such Notice fully and
11 accurately informed the Class of all material terms of the proposed settlement and the
12 opportunity to object to or comment on the Settlement. The Notice was given in an adequate and
13 sufficient manner, constituted the best notice practicable under the circumstances, and satisfied
14 due process.

15 12. The Settling Parties and each class member have irrevocably submitted to the
16 jurisdiction of this Court for any suit, action, proceeding or dispute arising out of the Settlement
17 Agreement.

18 13. It is in the best interest of the parties and the Class Members and consistent with
19 principles of judicial economy that any dispute between any class member (including any dispute
20 as to whether any person is a class member) and any Settling Defendant which is in any way
21 related to the applicability or scope of the Settlement Agreement or the Final Judgment should be
22 presented to this Court for resolution.

23 14. The Stipulation of Settlement submitted by the Settling Parties is hereby finally
24 approved as fair, reasonable, and in the best interests of the Class, and the parties are directed to
25 consummate the Settlement in accordance with its terms. A true and correct copy of the
26 Stipulation of Settlement is attached as Exhibit 2.

27 15. The Complaint in the Willis Action shall be deemed dismissed with prejudice as
28

1 soon as the Final Judgment becomes effective under the terms of the Settlement Stipulation.

2 16. For purposes of this Final Judgment, "Released Parties" means Plaintiff Rebecca
3 Lee Willis and the Willis Class, as well as Defendants Los Angeles County Waterworks District
4 No. 40; The City of Palmdale; Palmdale Water District; Littlerock Creek Irrigation District; Palm
5 Ranch Irrigation District; Quartz Hill Water District; California Water Service Company;
6 Rosamond Community Service District; Phelan Pinon Hills Community Services District; Desert
7 Lake Community Services District; and North Edwards Water District.

8 17. The Court hereby orders that the Released Parties are released and forever
9 discharged from the Released Claims as more specifically provided in the Stipulation of
10 Settlement.

11 18. The Class members and their heirs, executors, administrators, successors, and
12 assigns are hereby permanently barred and enjoined from instituting, commencing, prosecuting,
13 or continuing to prosecute, either directly or indirectly, any Released Claim against any of the
14 Released Parties in any form, other than claims to enforce the terms of the Settlement. Each
15 Class member may hereafter discover facts other than or different from those which he or she
16 knows or believes to be true with respect to the Released Claims. Nevertheless, each member of
17 the Class (except those who timely opted out) waive and fully, finally and forever settle and
18 release, upon the Settlement Agreement becoming final, any known or unknown, suspected or
19 unsuspected, contingent or noncontingent Released Claim, whether or not concealed or hidden,
20 without regard to the subsequent discovery or existence of such different or additional facts.

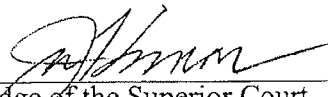
21 19. The Settling Defendants and their heirs, executors, administrators, successors, and
22 assigns are hereby permanently barred and enjoined from instituting, commencing, prosecuting,
23 or continuing to prosecute, either directly or indirectly, any Released Claim against any of the
24 Class Members in any forum, other than claims to enforce the terms of the Settlement. Each
25 Settling Defendant may hereafter discover facts other than or different from those which he or
26 she knows or believes to be true with respect to the Released Claims. Nevertheless, each Settling
27 Defendant waives and fully, finally and forever settles and releases, upon the Settlement

1 Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or
2 noncontingent Released Claim, whether or not concealed or hidden, without regard to the
3 subsequent discovery or existence of such different or additional facts.

4 20. Without affecting the finality of this Judgment, the Court hereby reserves and
5 retains jurisdiction over this Settlement, including the administration and consummation of the
6 Settlement, as well as any action or proceeding brought to enforce the Settlement. In addition,
7 without affecting the finality of this Judgment, the Court retains jurisdiction over the Parties for
8 purposes of incorporating and merging this Judgment into a physical solution or other Judgment
9 that may ultimately be entered in the Consolidated Actions. The Settling Parties are hereby
10 deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit,
11 action, proceeding or dispute arising out of or relating to this Judgment or the Settlement.

12 21. The Court after considering the pleadings on file herein, and the arguments of
13 counsel, awards the Willis Class attorneys fees in the amount of \$1,839,494, an incentive award
14 for Ms. Rebecca Willis in the amount of \$10,000, costs in the amount of \$65,057.68, and
15 supplemental attorneys fees in the amount of \$160,622.50. Judgment in the amount of
16 \$2,075,174.18 is hereby entered for the Willis Class against Los Angeles County Waterworks
17 District No. 40, City of Palmdale, Palmdale Water District, Littlerock Creek Irrigation District,
18 Palm Ranch Irrigation District, Quartz Hill Water District, California Water Service Company,
19 Rosamond Community Service District, Phelan Pinon Hills Community Services District, Desert
20 Lake Community Services District, and North Edwards Water District.

21
22 Date: 9/29/2015



Judge of the Superior Court
Honorable Jack Komar

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Lynne M. Brennan (SBN 149131)
2 KRAUSE KALFAYAN BENINK &
SLAVENS, LLP
3 550 West C Street, Suite 530
San Diego, CA 92101
4 Tel: (619) 232-0331
Fax: (619) 232-4019

5 Class Counsel for the Willis Class
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 ANTELOPE VALLEY
11 GROUNDWATER CASES

RELATED CASE TO JUDICIAL COUNCIL
COORDINATION PROCEEDING NO. 4408

12 This Pleading Relates to Included Action:
REBECCA LEE WILLIS and DAVID
13 ESTRADA, on behalf of themselves and
all others similarly situated,

14 **PROOF OF SERVICE**

15 *Plaintiffs,*

16 v.

17 LOS ANGELES COUNTY
18 WATERWORKS DISTRICT NO. 40;
CITY OF LANCASTER; CITY OF
19 PALMDALE; PALMDALE WATER
DISTRICT; LITTLEROCK CREEK
20 IRRIGATION DISTRICT; PALM
RANCH IRRIGATION DISTRICT;
21 QUARTZ HILL WATER DISTRICT;
22 ANTELOPE VALLEY WATER CO.;
ROSAMOND COMMUNITY SERVICE
23 DISTRICT; PHELAN PINON HILL
COMMUNITY SERVICE DISTRICT;
24 and DOES 1 through 1,000;

25 *Defendants.*
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I, Cindy Barba, declare:

I am a citizen of the United States and employed in San Diego County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Krause Kalfayan Benink & Slavens, LLP 550 West C Street, Suite 530, San Diego, California, 92101. On November 20, 2015, I caused the following document(s): to be served on the parties in this action, as follows:

SECOND AMENDED FINAL JUDGMENT APPROVING WILLIS CLASS ACTION SETTLEMENT

(X) (BY ELECTRONIC SERVICE) by posting the document(s) listed above to the Santa Clara County Superior Court website: www.scefilng.org regarding the Antelope Valley Groundwater matter.

() (BY U.S. Mail) I am readily familiar with the firm's practice of collection and processing of documents for mailing. Under that practice, the above-referenced documents(s) were placed in sealed envelope(s) addressed to the parties as noted above, with postage thereon fully prepaid and deposited such envelope(s) with the United States Postal Service on the same date at San Diego, California, addressed to:

() (BY FEDERAL EXPRESS) I served a true and correct copy by Federal Express or other overnight delivery service, for the delivery on the next business day. Each copy was enclosed in an envelope or package designed by the express service carrier; deposited in a facility regularly maintained by the express service carrier or delivered to a courier or driver authorized to receive documents on its behalf; with delivery fees paid or provided for; addressed as shown on the accompanying service list.

() (BY FACSIMILE TRANSMISSION) I am readily familiar with the firm's practice of facsimile transmission of documents. It is transmitted to the recipient on the same day in the ordinary course of business.

(X) (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() (FEDERAL) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Cindy Barba

Exhibit 1

	LAST	FIRST	MIDDLE
1	190TH AVENUE WEST LLC		
2	1ST AND 41ST WEST LLC		
3	20TH STREET PROPERTIES		
4	300 A 40 H LLC		
5	3M PROPERTY INVESTMENT CO		
6	88 317 4 PARTNERSHIP		
7	A V FOOTHILLS LLC		
8	ABC DIAMONDS INC		
9	ABOLMOLUKI	MEHRAN	D
10	ACEH CAPITAL		
11	ACEH CAPITAL GROUP LLC		
12	ACEH CAPITAL LLC		
13	ACEH CAPITAL LLC 401K AND PROFIT		
14	ACOSTA	ANTONIO	T
15	ADAMS	MIRIAM	
16	ADICOFF	ARNOLD	
17	AGALSOFF	JAMES	N
18	AGRICULTURAL AND ANIMAL WASTE		
19	AGUILAR	CARLITO	R
20	AGUILAR	CARMEN	C
21	AGUILAR	VALENTIN	
22	AGUILAR	YOLANDA	
23	AKIN	MARTHA	
24	ALARCON	CYNTHIA	E
25	ALARCON	JOHN	
26	ALBRIGHT	JACK	R
27	ALESSO	CASEY	H
28	ALESSO	JOHN	S
29	ALESSO	LAWRENCE	V
30	ALESSO	LAWRENCE	V
31	ALEXANDER	DONALD	R
32	ALLEN	BETTY	A
33	ALLEN	BRUCE	
34	ALLEN	BRUNETTE	H
35	ALLEN	GEORGE	F
36	ALLEN	GUADALUPE	
37	ALLEN	RONALD	
38	ALLISON	PAUL	R
39	ALLISON	YVONNE	D
40	ALLUIS	DEBORAH	J
41	ALLUIS	JACK	C
42	ALMAREZ	MARY	B
43	ALND	FARHAD	
44	ALND	HERSELL	
45	ALONSO	JORGE	D
46	ALONSO	LAURA	B
47	ALP EQUIPMENT SALES INC		
48	ALVAREZ	FELIPE	
49	ALVIDREZ	MARY	M
50	ALVIDREZ	RICHARD	
51	AMENTO	CHARLES	A

52	AMENTO	SHEILA	D
53	AMERI	HAMID	
54	AMERICAN LANDMARK GROUP LLC		
55	AN VAN PHAN TR		
56	ANAVERDE LLC		
57	ANDERSON	BEATRICE	K
58	ANDERSON	DONNA	
59	ANDERSON	KEITH	
60	ANDERSON	RENEE	S
61	ANDREWS	FRANKLIN	D R
62	ANDREWS	TREBA	
63	ANIEVAS	ARMANDO	
64	ANNIS	SHARON	A
65	ANTELOPE VALLEY ALLIED ARTS ASSN		
66	ANTELOPE VALLEY EAST KERN WATER		
67	ANTELOPE VALLEY EAST KERN WATER AGENCY		
68	ANTELOPE VALLEY FLORIST INC		
69	ANTELOPE VALLEY JOINT UNION HIGH		
70	ANTELOPE VALLEY WATER STORAGE LLC		
71	AOKI	KEIKO	
72	APOSTOL	JOVENCIO	A
73	APPLEBY	FRANCES	R
74	APPLEBY	THOMAS	N
75	AREVALO	BENEDICTO	L
76	AREVALO	NORA	M
77	ARKLIN	PHILIP	H
78	ARKLIN	PHILIP	H
79	ARKLIN BROTHERS ENTERPRISES		
80	ARNOLD	FLORENCE	B
81	ARQUILETA	LUCITA	G
82	ARQUILETA	RUFINO	O
83	ARROYO FAMILY TRUST		
84	ASATO	NOBORU	
85	ASCENCIO	JESUS	
86	ASHER	ALIZA	
87	ASHER	SHAUL	
88	AUYONG	GERARD	H W
89	AV FOOTHILLS LLC		
90	AVENI	JANE	C
91	AVERY	LLOYD	F
92	AVRICK	ALAN	M
93	BAERLEIN	JACK	
94	BAHLMAN	GENE	T
95	BAKER	EDNA	L
96	BALICE	MARIA	M
97	BALICE	NORMAN	E
98	BALLESTEROS	EMILIANO	Q
99	BANALES	RAFAEL	
100	BANDUCCI ENTERPRISES		
101	BANDUCCI LAND LLC		
102	BANGLOY	JUANITA	S
103	BANGLOY	LUANITA	S

104	BANUELOS	BERNARDO	
105	BANUELOS	ROSARIO	
106	BANUK	PATRICIA	A
107	BANUK	RON	
108	BAR	OR	CARMIT
109	BARBEAU	IRENE	
110	BARNES	ANN	
111	BARNES	WAYNE	L
112	BARON	TERRI	J
113	BARTFAY	JOSEPH	V
114	BARTFAY	SELMA	
115	BATINO	FRANCISCO	B
116	BAUER	NANCY	L
117	BEASLEY	A	L
118	BECARRA	TERESA	
119	BECK	WILLIAM	A
120	BECKER	IKUKO	
121	BEDERIO	BETTY	J
122	BELISARIO	BEATRIZ	S
123	BELISARIO	LUIS	B
124	BELL TR		
125	BELLANCA	BEVERLY	J
126	BELTRAN	CECILIA	J
127	BENNER	VICTORIA	A
128	BENSKY LIVING TRUST		
129	BENZ	MARK	W
130	BENZ	NANCY	
131	BERGLUND	GAYLYN	
132	BERGLUND	KENNETH	G
133	BERGLUND	KENNETH	
134	BERKEY	JANET	STARR
135	BERMUNDO	AMANTE	B
136	BIERS	ARY	E
137	BIERS	ROBERT	G
138	BIK	KUEN	
139	BIMBIRIS	ALFONS	
140	BIMBIRIS	VERA	
141	BITTNER	MELVIN	S
142	BLACK	CATHERINE	LUELLA
143	BLANCHARD	ANITA	MAY
144	BLILEY	BETTY	J
145	BLILEY	EUGENE	E
146	BLOCK	EUGENE	S
147	BOCANEGRA	JOSE	A
148	BODKIN	JAMES	R
149	BODOLAI	FRANK	
150	BODOLAI	MAGDALENA	
151	BORON COMMUNITY SERVICE DIST		
152	BORUCHIN	DORA	
153	BORUCHIN	JOHN	
154	BOSQUE	MINH	M
155	BOVEE	GAYLE	

156	BOVEE	VICKI	
157	BOYLE	FLOYD	F
158	BOYLE	MARIA	C
159	BPP VALLEY CENTRAL		
160	BRADLEY	KATHLENE	K
161	BRADLEY	MONROE	
162	BRADLEY FAMILY TR		
163	BRALY	DENNIS	L
164	BRAMLETT	MARK	F
165	BRAMLETT	MARK	F
166	BRASEL FAMILY TR		
167	BRAUN	FLORA	
168	BREWER	JOE	
169	BREWER	SHARON	E
170	BREWER	STEVEN	T
171	BROOKS	PATRICIA	D
172	BROSKY	MARY	H
173	BROWN	VERA	
174	BRUNO	EVELYN	T
175	BRYK	THOMAS	M
176	BUCKLEY	EUGENE	C
177	BUCKLEY	JEANNE	M
178	BUHRMANN	DONALD	C
179	BUHRMANN	JUNE	
180	BUJULIAN BROTHERS INC		
181	BUMANGLAG	WASHINGTON	M
182	BUNCH	WALTER	
183	BURDICK	DONALD	O
184	BURGESS	KAREN	
185	BURGESS	RANDY	
186	BURNS	RAYMOND	J
187	BURRELL	DORETHA	
188	BURTON	ALICE	
189	BUYTKUS FAMILY TRUST		
190	BYRNE	DANIEL	R
191	BYRNE	DAVID	E
192	BYRNE	LEONA	
193	CABAHUG	ARLENE	A
194	CABAHUG	JAIME	M
195	CAL GOLF INC		
196	CALANDRI SON RISE FARMS L P		
197	CALDWELL	BELVA	A
198	CALIFORNIA WATER SERVICE CO		
199	CALKINS	CHRISTINA	J
200	CALKINS	JAMES	F
201	CALMAT LAND CO		
202	CALMESON	MARVIN	
203	CAMACHO	HERMINIA	T
204	CAMACHO	JULIAN	G
205	CAMARENA	RICARDO	C
206	CAMERON	BONNIE	M
207	CAMERON	JAMES	A

208	CAMERON	WILLIAM	H
209	CAMPBELL	ERIKA	
210	CANTE	RAFAEL	
211	CAPEL	LYNDA	B
212	CAREY	BARBARA	J
213	CAREY	DONALD	W
214	CARINGI	ERNEST	J
215	CARLISLE	VIOLET	E
216	CARNEY	TIMOTHY	G
217	CARRANZA	ROSENDO	
218	CARRASCO	TORBIO	G
219	CARRLE	META	
220	CARROLL	IRENE	F
221	CARROLL	JAMES	K
222	CARRUTHERS	BERA	E
223	CARTER	AUDREY	M
224	CARTER	EUGENIA	
225	CARTER	LESLIE	A
226	CARTER	RONALD	H
227	CARTER	TERRY	
228	CASTELAN	GARY	E
229	CASTELAN	SHARON	L
230	CASTELLANOS	CANDACE	M
231	CASTELLANOS	EDDY	M
232	CASTILLO	JOSE	A
233	CASTILLO	REMEDIOS	C
234	CATANESE	ANA	
235	CATANESE	CHARLES	A
236	CAYETANO	AURELIA	
237	CAYETANO	EDGARDO	
238	CECIL	JULIA	I
239	CECIL	KEN	O
240	CENICEROS	GILBERT	B
241	CERNICKY	EDWARD	
242	CERNICKY	FLORENCE	
243	CHACHUAT	MARC	
244	CHAHAL	SUKHDEV	S
245	CHAN	BEE	HONG
246	CHAN	HAWK	NIN
247	CHAN	MON	KYI
248	CHAN	SIU	HANG
249	CHANDLER	BEVERLY	
250	CHANDLER	BURTON	
251	CHANEY	BONITA	
252	CHANEY	ROBERT	G
253	CHANG	JENSEN	J S
254	CHAO	PY	
255	CHARLES TAPIA FAMILY TRUST		
256	CHATTERTON	SALLIE	LYNNE
257	CHEIKY	CHARITY	S
258	CHEIKY	MICHAEL	C
259	CHEUNG	CHRISTOPHER	B

260	CHI YU	HU	
261	CHIANG	CHOU	
262	CHITIEA	ANDREW	J
263	CHITIEA	JOAN	K
264	CHITIEA	JOEL	
265	CHITIEA	VIVIAN	A
266	CHITIEA	VIVIAN	
267	CHIU	TIM	TUNG
268	CHLAVIN	MYRON	
269	CHLAVIN	MYRON	B
270	CHLAVIN	MYRON	Z
271	CHOE	MI	RAN
272	CHOE	PYONG	S
273	CHOI	KENNETH	Y
274	CHONG	EDWIN	Y
275	CHOSTNER	LOUIS	E
276	CHOY	BONIFACE	T
277	CHRISTIANSEN	CHARLES	W
278	CHRISTIANSEN	MAXINE	J
279	CHRISTIE	JOHN	S
280	CHRISTOPHER	ARDATHE	E
281	CHU	DAPHNE	M
282	CHUNG	FRED	H
283	CHUNG	GABRIELLE	F
284	CINFIO	JOHN	
285	CIPOLLONE	JAMES	
286	CLARK	ELAINE	M
287	CLARK	RICHARD	L
288	CLARK	RICHARD	B
289	CLAWSON	RUSSELL	M
290	CLUTTER	GAIL	M
291	CLUTTER	RALPH	W
292	CO	LAP	DU
293	COGER	GEORGE	F
294	COLBATH	EDWARD	H
295	COLE	MARC	L
296	COLEMAN	DONALD	W
297	COLLICUTT	WILLIAM	F
298	COLLINS	BEATRICE	
299	COLOMBO	CHRISTINA	
300	COLTON	CHARLES	
301	CONNELLY	LARRY	J
302	CONNELLY	LEO	P
303	CONTE	SIRPUHE	
304	CONTRERAS	MARTIN	
305	COOK	ALAN	
306	COOLEY	REGINA	FRANCOISE
307	COPE	DENISE	M
308	COPE	THOMAS	J
309	CORDER	RUBY	J
310	CORDOVA	VIRGINIA	C
311	CORDOVA	WILLIAM	

312	CORRALES	ALFREDO	
313	COUNTY COUNTY SANITATION NO 14		
314	COUNTY SANITATION DISTRICT NO 20		
315	COX	CALVIN	J
316	COYLE	ERIC	M
317	CPH ROSAMOND LP		
318	CRAIN	ELLIE	
319	CRAIN	JERRY	
320	CROCKETT	SUSAN	ELISE SIMC
321	CRONK	RONALD	E
322	CROSBY	ALICE	B
323	CRUZ	CORA	D
324	CRUZ	FELINA	E
325	CRUZ	NICASIO	
326	CRUZ	ROGER	L
327	CRYSTAL ORGANIC FARMS LLC		
328	CUA	KRISTEEN	
329	CULHA	MIKE	M
330	CULLEN	PETER	
331	CURRY	DANNY	G
332	D C FAMILY TRUST		
333	D R HORTON LOS ANGELES HOLDING		
334	D SOUZA	FLORIN	
335	DACLES	ANITA	S
336	DACLES	SIMPLICIO	M
337	DALLEY	HELGA	I
338	DALLEY	MANFRED	H
339	DAMAN	LEONA	L
340	DAMRON	AMY	
341	DAMRON	JEANETTE	L
342	DANG	TAN	JAMES
343	DAOOD	MOHAMMAD	
344	DAOOD	SALEEM	A
345	DAOUD	ADIB	G
346	DAUGHERTY	DONNA	L
347	DAVALOS	ANITA	L
348	DAVALOS	DOMINADOR	M
349	DAVID	ALFRED	L
350	DAVIES	LITA	
351	DAVIS	DOUGLAS	G
352	DAVIS	JAMES	
353	DAVIS SIBS INC		
354	DE LANO	ELIZABETH	
355	DE PIETRO LIMITED		
356	DEAN REV LIV TR		
357	DEBOTOUN	SEFEY	
358	DEDIOS	ANGELITO	G
359	DEL SUR RANCH LLC		
360	DELUCA	BRUNO	M
361	DENG	LONG	
362	DENGER	SYBIL	M
363	DERRICK	OLIN	

364	DESCHENE	DENEEN	M
365	DESERT LAKE L P		
366	DIAZ	JUAN	A
367	DICKS	GARY	L
368	DIGIULIO	NICK	
369	DIOLI	RICHARD	A
370	DISCOUNTLAND INC		
371	DIXON	LONZO	W
372	DIXON	MAE	L
373	DIZON	ADELAIDA	R
374	DIZON	HONORATO	C
375	DONIS	ESTEBAN	C
376	DONIS	MAURO	
377	DONIS	ROSALINA	G
378	DONIS	VIRGINIA	
379	DORA	LAND	
380	DORA LAND		
381	DOUGHERTY	TERESA	
382	DOUGLAS	MICHAEL	R
383	DOUGLASS	KATHERINE	G
384	DOUK	BOROM	
385	DOUK	S&B	
386	DOUK	SOKHOM	
387	DOWNING	JAMES	W
388	DOWNING	JAMES	W
389	DOWNS	GARY	W
390	DREVER	ROMNIA	H
391	DRUMMOND	JOHN	T
392	DRUMMOND	MARILYN	M
393	DUMBRIQUE	ELISEO	C
394	DUNLOP	CYNTHIA	R
395	DUNN	JAMES	D
396	DUNNING	RAYMOND	E
397	DUONG	LOC	T
398	DURST	CAROL	A
399	DYKSTRA	HAROLD	
400	DYKSTRA	TERESA	
401	DYKSTRA	WILBUR	
402	DYKSTRA FAMILY TRUST		
403	E C WHEELER LLC		
404	E I C GROUP ET AL		
405	EARL	DOROTHY	A
406	EARL	JACK	B
407	EARWOOD	DAVID	BRIAN
408	EAST KERN PROP LLC		
409	EAST WEST LAND INVS INC		
410	EASTER	BENJAMIN	
411	EASTLEY	GEORGE	M
412	EASTLEY	PHILIP	G
413	EBERT	JOANNE	F
414	ECKBERG	DAVID	L
415	ECKBERG	PAULA	K

416	ECKLES	DALE	H
417	ECONOMOU	JEAN	F
418	EDMONDS	JOHN	H
419	EDWARDS	AVIS	M
420	EDWARDS	LINDA	
421	EDWARDS	SAMMY	L
422	EKSTROM	MARY	E
423	ELNESS	THEODORE	O
424	ELUMBA	ROSA	V
425	EMMS	ZENAIDA	C
426	EMPERT	ROSARIO	O
427	ENSMINGER	LORIN	
428	ENXCO DEV		
429	ENXCO DEV CORP		
430	ENXCO DEVELOPMENT CORPORATION		
431	ERAZIM	CATHERINE	A
432	ESCOBAR	JOHN	M
433	ESPARZA	ROBERTO	C
434	ESPARZA	ROSE	
435	ESPIRITU	WILLIAM	I
436	ESQUIVEL	BASILIO	
437	EST OF ZELDA C SCHLISKE DECD		
438	ESTRADA	EDELMIRA	
439	ESTRADA	HERVI	
440	EVANS	NANCY	H
441	EYHERABIDE	JUANITA	
442	EYHERABIDE	RAYMOND	
443	EYHERABIDE SHEEP CO		
444	FABER	GEORGINA	LISA
445	FABRIZIO	CARL	
446	FAIRVIEW DEVELOPMENT LLC		
447	FALK	DALE	
448	FANKHAUSER	ERNEST	
449	FANKHAUSER	HERTA	
450	FARIA	RICHARD	M
451	FARM ESTATES OF THE WORLD		
452	FELTS	DENESE	L
453	FELTS	DOUGLAS	D
454	FENNELL	OTILIA	E
455	FIKE	RUTH	E
456	FINKEL	CLAUDIA	
457	FINKEL	GARY	
458	FIORITO	MARY	
459	FISCHER GRANDCHILDRENS TRUST		
460	FLORES	GAYLE	
461	FLORES	MARIA	
462	FLOYD	HERBERT	F
463	FOGLEMAN	LARRY	
464	FOGLER	IRENE	P
465	FOGLER	RONALD	D
466	FONTILLAS	ALEJANDRO	
467	FORD	JOHN	R

468	FOWLER	ANTONIA	B
469	FRANE	KEVIN	J
470	FRANE	LAUREL	A
471	FREDRICK	STEPHENIE	J
472	FREEMAN	JEFF	
473	FRIEDMAN	ESTHER	E
474	FRIEDRICHSEN	LEWIS	
475	FU	JOANNE	Y
476	FUJISAWA	YOSHI	
477	FUKUMOTO	MICHI	
478	FULLER	RUSSELL	E
479	GABUYA	AURORA	P
480	GABUYA	RODRIGO	L
481	GALIETI	JEFF	A
482	GALVEZ	JOSE	L
483	GAMBONE	BETTY	L
484	GARCIA	MARTHA	I
485	GARCIA	RODOLFO	
486	GARDE	EDUARDO	
487	GARDE	RUSSELLEND	
488	GARDE FMLY REV TR		
489	GARY J RAFFERTY TRUST		
490	GATEWAY TRIANGLE DEVELOPMENT II		
491	GATEWAY TRIANGLE PROPERTIES		
492	GEE	HUNG	GIT
493	GENZ DEV INC		
494	GENZ DEVELOPMENT INC		
495	GHIKA BUDESTI	STEFAN	
496	GIANG	PAUL	
497	GILBRALTAR HOMES LLC		
498	GILL FAMILY TRUST 1999		
499	GILLINGHAM	GEORGE	H
500	GISELE SCHROEDER LIV TR		
501	GLAUSER	DRENA	M
502	GLENN	GARY	A
503	GLESSNER	PAUL	T
504	GODSHALL	HARRY	C
505	GOLD SKY PROPERTY LLC		
506	GOLDEN SANDS TRAILER PARK		
507	GONZALES	BENITO	S
508	GONZALES	ERMINIO	
509	GONZALES	QUACH	E
510	GONZALEZ	ARMANDO	C
511	GONZALEZ	ARMANDO	L
512	GONZALEZ	CARLOS	J
513	GONZALEZ	FRANCES	R
514	GONZALEZ	GLORIA	
515	GONZALEZ	RAMON	
516	GONZALEZ	ROQUE	
517	GONZALEZ	TINA	J
518	GORRINDO	ROBERT	
519	GOSE	VICENTE	

520	GOYA	CHRISTINA	A
521	GRAHAM	JOHN	C
522	GRANT	WILLIAM	M
523	GRAY	WESLEY	H
524	GREEN	BARBARA	MARIE
525	GREEN	HILDA	
526	GREENMAN	DONNA	J
527	GREMBER	PIERRE	
528	GRIFFIN	JOHN	R
529	GRIFFIN	LAURA	
530	GRIFFIN	LAURA	
531	GRIFFIN	LEONARD	W
532	GROFF	GERALD	L
533	GROFF	MARIAN	J
534	GROOM	LILLIAN	C
535	GROVEN	DENNIS	
536	GROVEN	MARGÉ	
537	GUERRANT FMLY TR		
538	GUIANG	LUCENA	F
539	GUILLEN	CRISTOVAL	
540	GUINTO	CLARITA	
541	GUTIERREZ	ALVARO	
542	GUTIERREZ	SANTOS	A
543	GUZMAN	JOSE	
544	GUZMAN	JOSE	
545	GUZMAN	NORMA	
546	GUZMAN	OVIDIO	
547	H & N DEVELOPMENT CO INC		
548	HA	JIN	S
549	HA	YOUNG	K
550	HADDOX	WILLIS	
551	HAHN	SUSAN	J
552	HAMIDI	HOMA	
553	HAMSON	CARRIE	M
554	HAMSON	DAVID	E
555	HANANO	DEAN	K
556	HANLON	JAMES	WF
557	HANLON	JAMES	F
558	HANSEN	HARALD	
559	HANSON	CHRISTINE	
560	HANTMAN	JOSEPH	
561	HANTMAN	JOYCE	
562	HARD	WILLIS	H
563	HARNIK	JOSEPH	H
564	HARPER	DAVID	C
565	HARRELL	MARY LOU	BYERLY
566	HARRIS	DIANE	M
567	HARRIS	JAMES	P
568	HARRIS	KAREN	JANE
569	HARRIS	STEVEN	
570	HART	KAREN	S
571	HARTER	KAY	B

572	HARTER	KAY	
573	HARTER	SCOTT	
574	HARTER	SCOTT	S
575	HARVELL FAMILY TR		
576	HASKINS	SAM	
577	HASSID	YAEL	
578	HASSID	YORAM	
579	HATHAWAY	GARY	
580	HATHAWAY	PATRICIA	
581	HAYDON	DONALD	C
582	HAZAMA	FUSAKO	
583	HAZAMA	HIDEO	
584	HEGGEN	ALICE	L
585	HELTON	BOB	D
586	HEMMING	JAMES	
587	HENNINGER	CORINE	L
588	HERNANDEZ	ANTONIO	
589	HERR	CAROL	E
590	HESS	CHRISTIAN	
591	HETZNER	RONALD	
592	HEYNEN	GERALDINE	A
593	HGJ LLC		
594	HIGH DESERT INVESTMENTS LLC		
595	HILL	JACK	M
596	HILL	MICHELE	
597	HILLERMAN	ERIC	V
598	HINCK	MARILYN	E
599	HINES	NORMAN	M
600	HINES	RICKI	
601	HO	GIANG	
602	HO	THONG	H
603	HOA	NGAN	
604	HOBAYAN	ALBERT	H
605	HOBAYAN	VIOLETA	P
606	HODGES	PAUL	
607	HODSDON	DEBRA	J
608	HODSDON	STEVE	W
609	HOEHN	ELISABETH	
610	HOEHN	MICHAEL	
611	HOFFMAN	WILBERT E DECD EST OF	&
612	HOGAN	KIM	M
613	HOGAN	PATRICK	J
614	HOLGUIN	SOLEDAD	
615	HOLLAND	CLARISSIA	E
616	HOMAN	LINDA	
617	HOMAN	MATHEW	L
618	HONG	CHE	C
619	HONG	KHAI	
620	HONG	TONY	
621	HOOPER	MARTHA	W
622	HOOVER	GARY	
623	HOOVER	MARILYN	L

624	HOPPER	J	A
625	HOSKINS	WILLIAM	L
626	HOST	CHERYL	A
627	HOST	THOMAS	A
628	HOURLANI	JANETTE	
629	HOWE	LESLIE	B
630	HSI	SUMEI	P
631	HSIAONI CHANG		
632	HSU	JA	BIN
633	HSU	JAMES	T
634	HUANG	CHI	S
635	HUANG	CHI	SHIOU
636	HUANG	KANGLE	
637	HUANG	SUCHU	T
638	HUBBARD	MARIE	E
639	HUERTA	CRESENCIO	
640	HUGHES	ROMEO	
641	HUI SUK KIM TR		
642	HUNT	ROBERT	W.
643	HUNTER	JAMES	A
644	HUTH	CLINTON	C
645	HUTH-TANNER	S	
646	HUTSON	HARLEY	M
647	HWANG	AMY	C
648	HYATT	CLARENCE	L
649	HYPERICUM INTEREST LLC		
650	HYPERICUM INTERESTS LLC		
651	HYUN CHUL LEE		
652	IGE	KIYOSHI	
653	IGLESIA DE DIOS PENTECOSTAL MI		
654	IGNACIO	ISIDRO	
655	ILES	ELLEN	M
656	INGERSOLL	VERONICA	
657	INGRAM	MARTIN	
658	INVESTCO AV8 LLC		
659	IOELE	PASQUALE	S
660	IRISH	JOY	C
661	IRISH	ROBERT	L
662	ISSAKHANIA	J	
663	ISSAKHANIAN	MARTIN	
664	IWAMOTO	FUKUYO	
665	J P ELIOPULOS ENTERPRISES INC		
666	JABLONSKI	HELENA	
667	JACKS	ALFRED	H
668	JACKSON	DIETRA	F
669	JACOBSEN	ARNOLD	
670	JAGATRI L AND XANTHA DHAWAN		
671	JAMES	RICHARD	D
672	JAUREGUI	DAVID	
673	JAUREGUI	ISAURA	
674	JAVID INVESTMENTS LLC		
675	JEFFREY	ENID	C

676	JENG	CHERNPORN	
677	JENG	THIENCHAI	
678	JENNINGS	BOBBY	G
679	JENNINGS	PATRICIA	L
680	JENSEN FAMILY TR		
681	JEONG	WALLACE	D
682	JIBILIAN	ARMEN	
683	JIMENEZ	ENRIQUE	U
684	JOHNSON	HENRY	
685	JOHNSON	MARGARET	C
686	JONES	BETTY	J
687	JONES	CHRISTINE	D
688	JONES	DAVID	L
689	JONES	ESTHER	D
690	JONES	HAROLD	C
691	JONES	ROBERT	A
692	JORDAN	MARGLEEN	J
693	JOSHUA RANCH DEVELOPMENT INC		
694	JUHL	MORTON	S
695	K A INVESTMENT CO L L C		
696	KAGEHIRO	ISAKO	
697	KAGEHIRO	KENICHI	
698	KAM	ANNETTE	F
699	KAM	ANNETTE	FUNG HAU
700	KANAMORI	ITSUE	
701	KANEASTER	CHARLOTTE	M
702	KANG	YUN	H
703	KARIYA	KATSUKO	
704	KARIYA	KATSUMI	
705	KARLAKIS	THEODORE	
706	KARTHAS	NICHOLAS	
707	KASPER	COLLEEN	A
708	KATSION	GORDON	D
709	KAUFLER TRUST		
710	KAWAMOTO	WAYNE	T
711	KAWAMURA	YASUKO	IRA
712	KEAST FMLY TR		
713	KEKLIKIAN	ARPINEH	
714	KEKLIKIAN	MISSAK	
715	KENDRICK	MARIE	C
716	KERNROSS ESTATES		
717	KETTENRING	JOEL	S
718	KETTENRING	PAULINE	J
719	KETTLES	HARRIET	
720	KEY	SANDRA	
721	KHATER	FADI	N
722	KILA	LORNA	M
723	KIM	MI	JUNG
724	KIM	SOO	H
725	KINAT	CAROL	A
726	KING	CHUN	
727	KING	CHUN	C

728	KING	WILLIAM	
729	KING	WILLIAM	C
730	KIRKLAND	FREDA	D
731	KLECHEFSKI	C	DIANE
732	KLECHEFSKI	GEORGE	E
733	KLEKAR	HOWARD	R
734	KLODJA	FRANK	
735	KLUMP	HAROLD	P
736	KNAPP	IRENE	KENT
737	KOBAYASHI FAMILY TRUST		
738	KOLLAR	JOSEPHINE	P
739	KOLSTAD	ROSE	M
740	KOO	ERLINDA	L
741	KOOKEN	WILLIAM	R
742	KOOTENAI PROPERTIES INC		
743	KORDA	SARAH	
744	KOSTSZEWA	JOHN	L
745	KOSTSZEWA	MARLENE	
746	KOUSEN	KAREL	
747	KOUSEN	PAMELA	
748	KRAMER	ALICE	C
749	KRAMER	ROBERT	S
750	KU	DAVID	H
751	KU	SOU	CHIN
752	KUBIAK	MICHAEL	J
753	KUCHTA	TERRY	W
754	KUMAGAI	SEISHI	
755	KUNG	WEI	I
756	KYLE	GAILEN	
757	KYLE	GAILEN	W
758	KYLE	JAMES	W
759	KYLE	JULIA	
760	KYLE	WANDA	E
761	L A CO SANITATION DIST NO 14		
762	L A CO SANITATION DIST NO 20		
763	LA PORTE	JEAN	D
764	LAGUERTA	LILIA	R
765	LAI	TSUI	W
766	LAMBERT	DELORIS	G
767	LAMBERT	NANCY	L
768	LANCASTER AND 120 111 LLC		
769	LANCASTER BLVD		
770	LANCASTER BLVD AND 42ND ST WEST		
771	LANCASTER NEW HORIZONS		
772	LAND BUSINESS CORP		
773	LANDALE MUTUAL WATER CO		
774	LANDAU	PEARL	
775	LANDAU	WILLIAM	
776	LANDAVERDE	JESUS	
777	LANDAVERDE	NANCY	
778	LANDEROS	ROBERTO	
779	LANE	FRANK	A

780	LANG	PAULETTE	M
781	LANIER	WILLIAM	B
782	LANKTREE	ANN	R
783	LARGE	BONNIE	P
784	LARGE	ROBERT	W
785	LARRANAGA	SAMSON	
786	LAW	ALTON	B
787	LAWRENCE	MICHAEL	F
788	LAYMANCE	LOUIE	A
789	LAZO	CONRADO	V
790	LAZO	ELIZABETH	N
791	LE	DUONG	T
792	LE	LOI	
793	LE	SUONG	N
794	LE	YEN	S
795	LEARY	CORNELIUS	W
796	LEBRECHT	MARGARET	M
797	LEE	CHI	HSIUNG
798	LEE	DELANO	
799	LEE	JIM	
800	LEE	MAI	
801	LEE	TING	PIE
802	LEGASPI	AURELIA	V
803	LEGASPI	FELIMON	E
804	LEISTNER	LEO	
805	LENO	LEIGHTON	E
806	LENO	NANCY	A
807	LEONA VALLEY HUNTING CLUB		
808	LESIK	MARIANE	
809	LESIK	MAX	M
810	LEUNG	RAMIE	
811	LEWIS	PHILLIP	W
812	LIBED	RUDOLFO	P
813	LIEN FAMILY SURVIVORS TRUST		
814	LIGGETT	MICHAEL	
815	LIM	CAMILA	L
816	LIM	SENG	MOV
817	LIMOS	LEONORE	C
818	LIN	MICHAEL	
819	LIN	TACHUNG	
820	LINDE	DONALD	L
821	LING	KWONG	S
822	LING LING FANG		
823	LIONG	LILLA	
824	LITTLE ROCK SAND AND GRAVEL INC		
825	LITTLEROCK CREEK IRRIGATION DIST		
826	LITTLEROCK SAND AND GRAVEL INC		
827	LIU	CHIH	CHUNG
828	LIU	SUH	JEN
829	LIZOTTE	SHIRLEY	
830	LLANDA	EDITH	A
831	LLOYD F AVERY TR		

832	LO	MAN	C
833	LO	SHIUNG	RU
834	LOCSIN	CARMELITA	N
835	LOCSIN	HILARIO	S
836	LOGUE	MARY	R
837	LOI	THANH	LE
838	LOLA R JOHNSON TRUST		
839	LOMBARDO FMLY REV LIV TR		
840	LONG DENG		
841	LOOKBAUGH	STEPHEN	C
842	LOPAC	THOMAS	A
843	LOPEZ	MARK	L
844	LOPEZ	OLIVIA	E
845	LOPEZ	VICTOR	M
846	LOS ANGELES COUNTY SANITATION		
847	LOS BANOS	BERNARD	
848	LOVEN	ROBERTA	
849	LOVING	ROBERT	A
850	LOWERY	CHARLES	W
851	LOWERY	NINA	M
852	LOYOLA MARYMOUNT UNIVERSITY		
853	LOZANO	JOSE	G
854	LOZANO	MARIA	T
855	LU	CLARK	DANNY C
856	LU	CLARK	C
857	LUBBERS	EVA	F
858	LUCERO	ROBERT	
859	LUCKY 360 INVESTMENTS LLC		
860	LUDOVICO	MARIA	C
861	LY	MIKE	
862	LYMAN	JANET	L
863	LYMAN	JANET	L
864	LYNCH	PATRICIA	L
865	LYON	ALICE	J
866	LYONS	CHRISTI	L
867	LYONS	JOHN	D
868	M14 DEVELOPMENT LLC		
869	MACADAEG	BERNADETTE	
870	MACE	JEANENNE	K
871	MACE	MARK	E
872	MACIAS	ANTONIO	
873	MACIAS	BENJAMIN	
874	MACIAS	MARTINA	
875	MADAN	S	K
876	MADAN	SHOBHANA	
877	MADRIGAL	ANTONIO	
878	MAGALONA	CECILIA	M
879	MAGEO	PALE	I
880	MAGLAYA	PATROCINIO	M
881	MAGLIANO	ROBERT	
882	MAGLIANO	ROSALIN	
883	MAGTAAS	ROLADO	G

884	MAK	VANNA	
885	MALAY	ANGELA	L
886	MALIT	NARCISO	G
887	MANAY	LORIE	
888	MANDAC	LUZVIMINDA	B
889	MANERY	DAVID	
890	MANNINO	CAROL	A
891	MANUEL	CHARITO	M
892	MANUEL	EUFEMIA	
893	MANUEL	RICHMOND	B
894	MANUEL	RICHMOND	
895	MANZO	CHARLES	J
896	MARAVICH	RUDOLPH	
897	MARCELO	MENANDRO	
898	MARCELO	OFELIA	
899	MAREE J DE LANO TR		
900	MARITORENA	JOSE	
901	MARITORENA LIVING TRUST		
902	MAROTTA	HELEN	P
903	MARQUEZ	ALFREDO	
904	MARQUEZ	MANUELA	
905	MARQUEZ	MARIA	
906	MARQUEZ	MARTIN	
907	MARSH	MARY	L
908	MARSH	RACHEL	E
909	MARSHALL	BYRN	HOWARD
910	MARTIN	ALMA	
911	MARTIN	ARTHUR	C
912	MARTIN	BARBARA	D
913	MARTIN	THOMAS	
914	MARTINEZ	FRANCISCO	J
915	MARTINEZ	JESUS	A
916	MARTINEZ	MARIA	D
917	MARTINEZ	ROBERT	L
918	MARTINS	ELSIE	
919	MARTINS	LAWRENCE	
920	MARTINS	LAWRENCE	
921	MASON	DAVID	S
922	MASON	DAVID	
923	MASON	FRANCES	H
924	MASON	KERRI	
925	MASON	MILDRED	
926	MASTERS	DONALD	L
927	MATA	ROSARIO	G
928	MATE	TERESITA AND	
929	MATSUI	JEANNE	
930	MATSUSHIMA	SUMIKO	
931	MATTHEWS	FULTON	L
932	MAURICE	MATTHEW	
933	MAXILOM	SHIRLEY	A
934	MAXWELL	CATHERINE	
935	MAZARIEGOS	GUSTAUO	

936	MAZARIEGOS	LINDA	
937	MC AVOY	AMY	M
938	MC AVOY	DOUGLAS	R
939	MC INTYRE	THOMAS	R
940	MC KAY	RAYMOND	E
941	MC LAREN	B	A
942	MC LAUGHLIN	BRIAN	M
943	MCALLISTER	RAE	K
944	MCANDREW	LORRAINE	R
945	MCCALMAN	JULIENNE	
946	MCCALMAN	WALTER	
947	MCCLAIN	LORETA	Y
948	MCCLINE	SUSAN	R
949	MCCOOL	FREDERICK	W
950	MCCOOL	RITA	
951	MCDOWELL	JERRIE	E
952	MCGAHAN	PATTY	J
953	MCNINCH	EDWIN	
954	MCNINCH	MARGARET	
955	MEDINA	JULIAN	
956	MEJIA	JUANA	L
957	MELLOW	LEONARD	
958	MENDOZA	ALFREDO	B
959	MENDOZA	CUAUHTEMOC	
960	MERRY	ROBERTA	
961	MESSIER	HERMINIA	
962	MESSIER	LEONARD	
963	METTLER VALLEY MUTUAL WATER CO		
964	MEYER	DAVID	B
965	MEYER	HANS	PETER
966	MEYER	IPBI	K
967	MEYER	IPBI	KIM
968	MEYER	LISA	
969	MEYER CREST LTD		
970	MEYER CREST LTR		
971	MIHARA	HISAO	
972	MIKEL	MOLLY	
973	MIKEL	SAM	
974	MILLER	JAMIE	
975	MILLER	LINDA	M
976	MILLER	NANCY	
977	MILLER	NANCY	
978	MILLER	RAYMOND	C
979	MILLER	RICHARD	D
980	MILLER	STEVEN	S
981	MINA	MARIA	D
982	MINA	ROLDAN	C
983	MINER	RICHARD	H
984	MINH	LIEU	NGOC VO
985	MINH	VAN	DINH
986	MIRANDA	SALVADOR	
987	MIRKAZEMI	MORTEZA	S

988	MIRKAZEMI	SUSAN	G
989	MISSION BELL RANCH DEVELOPMENT		
990	ITSUSHIMA	JANICE	C
991	MO	CHIUNG	H
992	MOENE	BJORN	
993	MOJAVE & TROPICO LLC		
994	MOLINA	CELINA	
995	MONARREZ	CANDICE	J
996	MONASEBIAN	FARSHAD	S
997	MONEDA	PATRICIO	A
998	MONFARED	SAEED	F
999	MONTEMAYOR	EUSEBIO	R
1000	MONTES	MARIA	I
1001	MOORE	JUDITH	ANNE
1002	MOORE	ROBERT	A
1003	MOORE	SHIRLEY	M
1004	MOORE	THOMAS	A
1005	MORALES	ELAINE	L
1006	MORENO	MICHAEL	P
1007	MORI	RITSUKO	
1008	MORRIS	JOHN	
1009	MOSES	MARY	L
1010	MOTAWEF	FIROUZEH	B
1011	MOTAWEF	MANSOOR	
1012	MOUGHALIAN	GIRARD	
1013	MOUGHALIAN	RENATE	
1014	MOWER	MARY	B
1015	MUDGETT	MARILYN	
1016	MULLINS	BRANDON	
1017	MULVENA	MAIA	L
1018	MUMFORD	DON	HAZEN
1019	MUNGIA	EMMA	G
1020	MUNGIA	EMMA	G
1021	MUNZ	BARRY	S
1022	MUNZ	DAN	W
1023	MUNZ	KATHLEEN	M
1024	MUNZ	REVA	R
1025	MURDOCK	BRONWYN	
1026	MURO	ESTELA	
1027	MURPHY	PATTY	A
1028	MURTAUGH SURVIVORS TRUST		
1029	MYERS FAMILY TRUST ET AL		
1030	MYUNG	DUK	Y
1031	MYUNG	HYUN	S
1032	NADWODNY	MARY	L
1033	NAIDITCH	GAY	E
1034	NAKAMICHI	SATOYE	
1035	NAKASHIMA	YOSHITO	
1036	NAKAWATASE	SHIZUKO	
1037	NAKAWATASE	YOSHITAKA	
1038	NANAMKIN	JIM	L
1039	NAPUTI	DAVID	A

1040	NATIONAL CEMENT CO OF CALIF		
1041	NATIONWIDE ASSET MANAGEMENT LP		
1042	NAVAL	CHARYL	Y
1043	NAVARRO	ALEJANDRA	
1044	NAVARRO	ANDREA	
1045	NAVARRO	FRANCISCO	B
1046	NAVARRO	JOSE	
1047	NAVARRO	MARTA	
1048	NEBEKER	EUGENE	B
1049	NELLIE TAPIA FAMILY TRUST		
1050	NELLIE TAPIA FMLY TR		
1051	NEMAN	SIMIN	
1052	NEWMAN	DORWIN	
1053	NEWMAN	SHIRLEY	
1054	NEWSOM FAMILY TRUST		
1055	NGO	BINH	
1056	NGUYEN	ANTHONY	L
1057	NGUYEN	DANNY	T
1058	NGUYEN	NGOC	A
1059	NGUYEN	NGUYET	M
1060	NGUYEN	SONNIE	H
1061	NGUYEN	THANH	M
1062	NIBBELINK FAMILY TR		
1063	NICHOLS	JUANITA	R
1064	NICHOLSON	GERARD	H
1065	NICHOLSON	MARIE	A
1066	NISHIDA	ERIC	M
1067	NISHIDA	ERIC	M
1068	NISSING	NEIL	
1069	NIXON	LYDIA	A
1070	NOEL	DIXIE	LEE
1071	NONA M RAFFERTY TRUST		
1072	NORTHROP GRUMMAN CORP		
1073	NORTHROP GRUMMAN SYSTEMS CORP		
1074	NOTERMAN	MARK	A
1075	NOTERMAN	YVETTE	M
1076	NOU	NANCY	M
1077	NOVELOSO	CIPRIANO	
1078	NOVELOSO	DOLORES	
1079	NOZAKI	HENRY	A
1080	NOZAKI	NAOMI	F
1081	NUSS	STEVEN	B
1082	NUTTER	MARY	A
1083	OBERG	MERLE	L
1084	OCONNOR	TIMOTHY	J
1085	OHTA	JESSIE	T
1086	OKAMOTO	KEIKO	
1087	OKAMOTO	MASAAKI	
1088	OKIHARA	HARUTO	
1089	OLIVAS	RICK	D
1090	OLSON FAMILY TR		
1091	OLSSON	BETTY	A

1092	OLSSON	JOHN	B
1093	ORARA	ADORACION	M
1094	ORARA	FRANCISCO	
1095	ORTEGA	PEDRO	O
1096	OSHIRO	DORIS	Y
1097	OSKOOI	FIROOZ	R
1098	OSSA	GUNTRAM	R
1099	OSSA	LIANE	D
1100	OWL PROPERTIES INC		
1101	PADDEN	BRETT	R
1102	PADGETT	CHARLENE	E
1103	PADGETT	ROY	B
1104	PADILLA	MARTA	
1105	PADILLA	PAZ	R
1106	PADUA	CLAIRE	M
1107	PAGDILAO	LEONIDA	P
1108	PALACIO	JULIO	
1109	PALACIO	LUZ	
1110	PALMDALE 1000 ASSOCIATES LLC		
1111	PALMDALE 5TH STREET WEST LLC		
1112	PALMDALE FAMILY HOUSING		
1113	PALMDALE HILLS PROPERTY		
1114	PALMDALE HILLS PROPERTY LLC		
1115	PALMDALE LODGING ASSOCIATES LLC		
1116	PALMDALE MOBILE FRANK LLC		
1117	PAQUIN	JOSEPH	R
1118	PAREDES	EUGENIO	
1119	PARK	CHOON	S
1120	PARK	INYOUNG	
1121	PARK	JEAN	C
1122	PARKER	HAROLD	B
1123	PARKER	JUEL	A
1124	PASTRANO	JOSE	D
1125	PATINO	SALLY	
1126	PAULING	ADRIAN	LEE
1127	PAYNE	CHARLES	A
1128	PAYNE	IMA	J
1129	PEARSON	DIANA	J
1130	PEARSON	DIANA	JO
1131	PEDENKO	LEO	
1132	PENA	VICENTA	A
1133	PEREIRA	MICHAEL	P
1134	PEREZ	ROSA	I
1135	PERRISEAU	KAREN	
1136	PERRISEAU	KAREN	L
1137	PERRISEAU	MARVIN	R
1138	PETERSEN PROPERTIES		
1139	PH ROSAMOND LLC		
1140	PHAM	THANG	DUC
1141	PHAN	MYLINH	
1142	PHILLIPS	ORRIN	
1143	PIANE	TOM	

1144	PIERATT	PAUL	M
1145	PIKE	ROBERT	
1146	PIWENITZKY	FRED	W
1147	PIWENITZKY	SACHIKO	
1148	PIZANO	ARTHUR	
1149	PIZANO	HERLINDA	
1150	PLEDGE INVESTMENT LLC		
1151	PLOYNGAM	TAVIL	
1152	POLLARD	PERLA	C
1153	POLLARD	ROBERT	A
1154	POMEROY	KIMBERLEY	
1155	POMEROY	KIMBERLY	A
1156	POMEROY	VANCE	
1157	POMEROY	VANCE	D
1158	POOLE FAMILY TR		
1159	PORCARI	DORA	A
1160	POULSEN	NORMAN	L
1161	POWELL	CHARLES	P
1162	PRATANTHIP	WARAYA	
1163	PROCIDA	ROMANO	
1164	PRODAN	BRUNO	
1165	PRODAN	ROSA	
1166	PVK FAMILY LIMITED PTN		
1167	QARMOUT	ELIAS	
1168	QUADIR	ABU	
1169	QUAN QUOC PHAM		
1170	QUANTUMCUE INC		
1171	QUESTIN	BELLA	S
1172	QUIGLEY		
1173	QUIGLEY	RACHEL	
1174	QUINLAN	MARY	R
1175	QWEST ENGINEERING INC		
1176	R AND M RANCH		
1177	RABENA	THEODORE	R
1178	RAGUINE	ARMANDO	M
1179	RAHGAN REAL ESTATE DEV CO		
1180	RALPHS	GAY	A
1181	RALPHS	RONALD	A
1182	RAMOS FAMILY TRUST		
1183	RAMPE	FRED	
1184	RANADA	FELICITAS	T
1185	RAWJEE	MAHMUD	
1186	RAZAVI	FEREIDOUN	
1187	RAZER	CLARENCE	L
1188	RAZER	JÉAN	L
1189	REACH	JOAN	E
1190	RECA	JOHN	B
1191	REED	ROBERT	L
1192	REFF	BARBARA	
1193	REFF	HERBERT	
1194	REGALADO	RAY	Y
1195	REICH	FRED	

1196	REID	MARY	L
1197	REINOSO	EDGAR	
1198	RETZ	MAYME	E
1199	REYES	CONCEPCION	
1200	REYES	EFREN	
1201	REYES	ELIZABETH	
1202	REYES	ERNESTO	S
1203	REYES	VICENTE	
1204	REYNOLDS	CARLETON	
1205	REYNOLDS	OLIVIA	
1206	RHEE	SEI	C
1207	RHODA	SUSAN	M
1208	RHODEN	MICHELE	
1209	RICHARD A WHITE TRUST		
1210	RICHARD M LANG FAMILY TRUST		
1211	RICHARDS	MORRIS	D
1212	RICKETTS	RONALD	M
1213	RIDDLE	NANCY	J
1214	RIDER	ANITA	E
1215	RIGGINS	PATRICIA	J
1216	RIMANDO	FLORENCE	L
1217	RIMANDO	RUBEN	B
1218	RINALDI	MICHAEL	J
1219	RIOS	MARIA	T
1220	RIOS	NICOLAS	
1221	RIPPERDA	JOYCE	
1222	RIPPON	JAMES	
1223	RITTER	EDGAR	C
1224	RITTER	PAULA	E
1225	RIVERA	GEORGE	R
1226	RMG PROPERTY HOLDING FOUR LLC		
1227	RMG PROPERTY HOLDING TWO LLC		
1228	ROBBIE	DAVID	L
1229	ROBBIE	KINUE	REV
1230	ROBERSON	TRACY	A
1231	ROBERTSON	CHARLES	T
1232	RODARTE	ALBERT	
1233	RODRIGUEZ	CONCEPCION	
1234	RODRIGUEZ	GUADALUPE	
1235	RODRIGUEZ	IGNACIO	
1236	RODRIGUEZ	JOHN	M
1237	ROQUEMORE TR		
1238	ROSAMOND LAND TRUST		
1239	ROSEMOUNT EQUITIES LLC		
1240	ROSENBERRY	RUSSELL	F
1241	ROSENDALE	CRYSTAL	L
1242	ROSENDALE	STEPHEN	
1243	ROSENTHAL	ROBERT	
1244	ROSS REBAR CO INC		
1245	ROTTGERING	RICHARD	W
1246	ROWE	TRISHA	A
1247	ROWEN	MARSHALL	

1248	ROWLAND	MYRA	
1249	ROYAL INVESTORS GROUP		
1250	ROYAL INVESTORS GROUP LLC		
1251	ROYAL WESTERN PROPERTIES		
1252	ROYAL WESTERN PROPERTIES LLC		
1253	RUBENSTEIN	JAMES	
1254	RUFF	DORIS	E
1255	RUFF	EDWARD	L
1256	RUNDT	EDNA	V
1257	RUNKLE	DEWEY	R
1258	RUONA	LYNN	M
1259	RUOPP	FREDERICK	J
1260	RUSSELL	BERNA	
1261	RUSSELL	HELEN	B
1262	RUSTON	PATRICIA	
1263	RUSTON	TOM	F
1264	SACMAN	HERMOGENES	V
1265	SAITO	KATSUJI	
1266	SALAZAR	GABRIEL	
1267	SALEH	HOGER	R
1268	SALLEN	BETTY	
1269	SALLEN	JOSEPH	
1270	SALOMON	FRANKIE	H
1271	SAN DIEGO FRENCH AMERICAN		
1272	SANCHEZ	FRANCISCO	
1273	SANCHEZ	MARIA	F
1274	SANTANA	DIGNA	S
1275	SANTANA	PEDRO	
1276	SANTOS	GREGORIO	R
1277	SAPARZADEH	DANIEL	
1278	SAROMINES	JOSE	A
1279	SARRIS	GUSTAVE	
1280	SASAKI FAMILY TRUST 1995		
1281	SAUER	KAREN	
1282	SAY	AMY	Y
1283	SCATTAGLIA	FRANCES	
1284	SCATTAGLIA	FRANCES	M
1285	SCHAD	WILLIAM	O
1286	SCHAEFFER	ALICE	M
1287	SCHAEFFER	BUD	S
1288	SCHEMENAUER	STACY	J
1289	SCHILLING	LAWRENCE	
1290	SCHILLING	MARY	
1291	SCHIPPER	SYLVIA	J
1292	SCHLEGEL	JUDITH	A
1293	SCHLEGEL	STEPHEN	J
1294	SCHMIDT	HERMAN	A
1295	SCHOEPFLIN	HAZEL	E
1296	SCHOEPFLIN	NIEL	
1297	SCHULTE	JOHN	L
1298	SCHULTZ	PHILIP	
1299	SCIDMORE	BETTY	

1300	SCOTT	ROBERT	D
1301	SCRUGGS	PATRICIA	L
1302	SCS FAMILY LIMITED PARTNERSHIP		
1303	SEGROVE	HENRY	H
1304	SEIBERT	FLORENCE	G
1305	SELLSITE & UNITED LLC		
1306	SELNICK	ALVIN	A
1307	SEMERAU	DEWILLO	F
1308	SEMOTAN	CARL	W
1309	SERVICE ROCK PRODUCTS CORP		
1310	SEVEN STAR UNITED LLC		
1311	SEXTON	RALPH	F
1312	SF PACIFIC PROPERTIES INC		
1313	SHADD	EUGENIA	
1314	SHAKIB	KAMRAM	S
1315	SHANNON	WILLIAM	J
1316	SHEARER	CATHERINE	L
1317	SHEARER MARITAL TRUST		
1318	SHELTON	EDWARD	W
1319	SHERMAN	EARNEST	G
1320	SHIBUYA	HAJIME	
1321	SHIBUYA	KYOKO	
1322	SHIMABUKURO	LUPE	
1323	SHIMABUKURO	RODNEY	
1324	SHIMIZU	YOSHIKI	
1325	SHIMOMURA	SHOGO	
1326	SHIU	ALVES	
1327	SHLOMI	BENJAMIN	
1328	SHOKRI	BEHROUZ	
1329	SHOKRI	FARIBA	
1330	SHOKRIAN	ELIAS	
1331	SHOKRIAN	SHIRLEY	
1332	SIAM INV CORP		
1333	SIAM INVESTMENT CORP		
1334	SICAT	LOLITA	D
1335	SICCAMA	JAKOB	K
1336	SIEBERT	JEFFREY	L
1337	SIEBERT	NANCEE	J
1338	SIERRA GATEWAY RESOLUTION LLC		
1339	SIMON	EDWARD	B
1340	SIMPSON	DONNA	L
1341	SIMPSON	GARETH	L
1342	SIMS	TAFFIE	J
1343	SIMS	THEODORE	H
1344	SINGH	GORA	
1345	SINGH	TINA	C
1346	SIREX	LESLIE	A
1347	SIVILLE	ESTHER	M
1348	SIVILLE FAMILY TRUST		
1349	SKAGGS	CHARLES	R
1350	SKAGGS	REBECCA	S
1351	SKIADAS	GEORGETTE	

1352	SKINNER	CHARLES	
1353	SKINNER	SHARREN	
1354	SMALL	FRANK	A
1355	SMEJKAL	EUGENE	F
1356	SMITH	CHONG	H
1357	SMITH	JAMES	C
1358	SMITH	LARRY	A
1359	SMITH	PATRICIA	A
1360	SMITH	ROBERT	WAYNE
1361	SMUTZ	GLEN	R
1362	SNEED	ODIS	
1363	SOARING VISTA PROPERTIES INC		
1364	SONG	MI	R
1365	SORRENTO WEST PROPERTIES INC		
1366	SOTEROPOULOS	KONSTANTINOS	
1367	SOTO	JUAN	M
1368	SOUTH	JAMES	T
1369	SOUTHCOTT	BERNEICE	B
1370	SOUTHERN CA EDISON CO		
1371	SOUTHERN CALIFORNIA EDISON		
1372	SOVICH	EDWARD	S
1373	SOWERSBY	KIM	
1374	SPERLING	FRANCIS	F
1375	SSERUNKUMA	DAVID	
1376	ST JUDES RANCH FOR CHILDREN INC		
1377	STADLER	VIRGINIA	
1378	STAMBACK	LINDA	
1379	STATHATOS	HELEN	
1380	STATHATOS	SAVAS	
1381	STENBERG	COLUMBIA	M
1382	STENERSON	ALAN	G
1383	STEPHENSON	DEBORAH	
1384	STERKEL	TERESITA	C
1385	STERN	ELEANOR	
1386	STERN	JOHN	
1387	STERNBERG	RICHARD	R
1388	STIPANCIC TR		
1389	STONE	BRIAN	P
1390	STOVER	LOIS	A
1391	STRAWMYER	CLEO	P
1392	STREMEL	WILMA	M
1393	STUBNER	STEVE	J
1394	STURM	GUZEL	
1395	SU	JOHN	
1396	SUGARMAN	JORDAN	M
1397	SUGARMAN	RUTH	G
1398	SULPACIO	CARMELITA	C
1399	SULPACIO	ROMEO	R
1400	SUMMERS	EUGENE	W
1401	SUMMERS	JUANITA	B
1402	SUMMERS	QUEENIE	
1403	SUN	CHRISTOPHER	S

1404	SUN	JOHN	S
1405	SUNJKA	FRANA	
1406	SUNJKA	JOSEPH	
1407	SUNLIGHT TOWNHOME LLC		
1408	SUPA	LENNY	C
1409	SUPERMED HEALTH INC		
1410	SWEIS	FADIA	M
1411	SWEIS	SAMIR	S
1412	SZETO	ETHEL	
1413	T L SQUARED LLC		
1414	TAFT	ALAN	R
1415	TAFT	TERIANNE	N
1416	TAKAGI	TAKASHI	
1417	TAKASHITA	REIKO	
1418	TALLEY	GROVER	L
1419	TAM	HERBERT	H
1420	TAMAYO	CRES	S
1421	TAMAYO	MACARIO	S
1422	TAN	CORAZON	D
1423	TAN	FIDELINO	M
1424	TANAKA	ALICE	T
1425	TANAKA	ROY	T
1426	TANIGUCHI	JOHN	M
1427	TANIGUCHI	ROBIN	LEE
1428	TAO	CHI-KWANG	
1429	TAO	TING-NING	
1430	TAPIA	GEORGE	
1431	TAYLOR	F	CATHERINE
1432	TAZMAN		
1433	TEJON RANCH CO		
1434	TEJON RANCHCORP		
1435	TEJON RANCHERO LAND CO LLC		
1436	TEJON RANCHO CO		
1437	TERAYAMA	SADAKO	M
1438	TERUYA	FUMIO	
1439	TERUYA	HISAKO	
1440	TESTA	NICHOLAS	J
1441	THOMPSON	LARRY	L
1442	THOMPSON	LARRY	L
1443	THOMPSON	MARY	A
1444	THOMPSON	WILLIAM	A
1445	THORNTON	LYDIA	N
1446	THORNTON	LYDIA	
1447	THORNTON	ROBERT	S
1448	THORNTON	ROBERT	
1449	THREE ARKLIN LLC		
1450	THROAT APPLES INC PROFIT SHARING		
1451	THYRA RETZKE FAMILY TRUST		
1452	TICHAUER	RONALD	
1453	TIENDAS	LOUISE	
1454	TIENDAS	TERTIUS	A
1455	TIERRA BONITA RANCH COMPANY		

1456	TING	CHIANG	CHANG
1457	TITLE	INSURANCE	
1458	TITLE INS AND TR CO		
1459	TIVENS	LYNN	B
1460	TKATCH	IVAN	O
1461	TOBIAS	BEVERLY	J
1462	TOBIN	ARTHUR	
1463	TOBIN	HILDA	B
1464	TODAY INVESTMENT GROUP LLC		
1465	TOMEI	ALICE	A
1466	TOMEI	RALPH	Y
1467	TOMKIEWICZ	GLEN	R
1468	TOMKIEWICZ	JILL	C
1469	TOMLINSON	BENNY	N
1470	TORRES	DALISAY	S
1471	TORRES	EDILBERTO	C
1472	TORRES	NERIO	
1473	TORRES	SHIRLEY	D
1474	TORRES	VICTOR	J
1475	TORREZ	DONATO	
1476	TOVAR	FELIPE	P
1477	TRAN	HUYNH	V
1478	TRAN	JEANNIE	N
1479	TREACY	PATRICK	J
1480	TREMBLAY	SHARON	
1481	TROCHIM	EMMA	
1482	TROCHIM	WALDEMAR	
1483	TRUONG	JENNY	P
1484	TSEN	LIU FANG	
1485	TSUHAKO	GAIL	S
1486	TSUHAKO	JOHN	I
1487	ULAT	ARTHUR	T
1488	ULAT	ELDENA	R
1489	UNFRIED	RICHARD	H
1490	UNISON INVESTMENT COMPANY LLC		
1491	UONG	HOA	
1492	UPDEGRAFT	JERRY	P
1493	URBAN	LESLIE	
1494	USA GOLDEN LAND INVESTMENT LLC		
1495	USHIGOME	CIV	K
1496	UYEHARA	AMELIA	T
1497	UYEHARA	EDDIE	K
1498	VAHAN	ELLEN	T
1499	VALDEZ	ELPIDIO	O
1500	VALENTINE	ROLAND	M
1501	VAN DAM	CRAIG	
1502	VAN DAM	CRAIG	A
1503	VAN DAM	DELMAR	
1504	VAN DAM	DELMAR	D
1505	VAN DAM	GARY	L
1506	VAN DAM	GARY	
1507	VAN DAM	GERTRUDE	

1508	VANCE	EVANGELINE	S
1509	VANDERGROEN	DONNA	L
1510	VANDERGROEN	RONALD	E
1511	VARELA	VICTOR	
1512	VAUGHN	DANNY	M
1513	VELCHEZ	GIL	V
1514	VELCHEZ	LOLITA	A
1515	VELUR PROPERTIES LLC		
1516	VICARI	CRISPINO	
1517	VICENS	ISAIAS	V
1518	VILLAGOMEZ	BERTHA	
1519	VILLARENTE	NORMA	G
1520	VILLARUEL	PERFECTO	M
1521	VILLEGAS	DORIS	
1522	VILLEGAS	GREGARIO	
1523	VILORIA	MARGARITA	G
1524	VILT	EDWARD	E
1525	VIRTUE	RODGER	
1526	VISITACION	DANNY	
1527	VISITACION	SALLY	J
1528	VONBORCKE	RICHARD	
1529	VONDRA	ELISA	K
1530	VONDRA	JAMES	L
1531	VULCAN LANDS INC		
1532	WADE	ROBERT	L
1533	WAGAS LAND COMPANY		
1534	WAKEHAM	BARBARA	P
1535	WALDEN	DANIEL	C
1536	WALKER	CECIL	
1537	WALKER	GRACE	
1538	WALLACE	PATRICIA	
1539	WALLACE	WILLIAM	
1540	WANG	JOSEPHINE	
1541	WANG	LUCY	B
1542	WANG	WONG	YUH-HUA
1543	WARM SPRINGS INVESTMENTS LTD		
1544	WARMINGTON	WILLIAM	
1545	WARNACK	A	C
1546	WARNACK	A	C
1547	WARNER	JAMES	L
1548	WARNER	LEIGH	J
1549	WATSON	AMY	S
1550	WEAVER	ELIZABETH	C
1551	WEBB	GEORGE	O
1552	WEBB TRUST		
1553	WEBB TRUST		
1554	WEI	CECILIA	
1555	WEI	CHUNG	H
1556	WEI	SUHMEI	L
1557	WEST	IVAL	V
1558	WHEATON	RICHARD	
1559	WHICHER	LAURIE	S

1560	WHICHER	LAURIE	S
1561	WHITE	BETTY	J
1562	WHITE	EDWARD	A
1563	WHITE	JAMES	E
1564	WHITE	LORETTA	M
1565	WHITE	RICHARD	A
1566	WHITE	VIVIAN	L
1567	WHITE	WALT	
1568	WHITTAKER	JOSEPH	L
1569	WILCOX	GARY	J
1570	WILLIAMS	CYNTHIA	JEAN
1571	WILLIAMS	RONLLD	
1572	WILLIAMS FMLY TR		
1573	WILSON	DONALD	D
1574	WILSON	HARRY	Z
1575	WILSON	MARIE	J
1576	WILSON FAMILY TR		
1577	WINDHAM	WALTER	
1578	WINKLER	DONALD	D
1579	WINKLER	SUSAN	H
1580	WINTERS	THERESA	
1581	WKR360-6 LLC		
1582	WLOCZYK	HEATWIG	B
1583	WOLFE	MARGARET	J
1584	WOLFE	OTIS	V
1585	WONG	GARY	ALAN
1586	WONG	JOHNNY	
1587	WONG	MAI	T
1588	WONNELL	KAREN	E
1589	WOOD FAMILY TR		
1590	WOODALL	ROBERT	M
1591	WOODWARD	RUSSELL	G
1592	WRAY	MARY	
1593	WRIGHT	EMIKO	T
1594	WRIGHT	ROBERT	R
1595	WU	MIKE	M
1596	YAGO	ANTONIO	
1597	YAMADA	GRACE	
1598	YANEZ	MARIA	F
1599	YANG	WENDY	
1600	YANKOVICH	JOSEPH	E
1601	YEH	VIVIAN	HWA
1602	YEOMANS	MONICA	A
1603	YIN	TAMMY	P
1604	YOSHINO	BARNEY	
1605	YOUNG	CARLOS	A
1606	YOUNG	JULIE	Y
1607	YOUNG	KIM	J
1608	YU	BOB	H
1609	YU	KYU	S
1610	YU	ROGER	
1611	YUNG	BRIAN	

1612	YUNG	LINCOLN	CHU KUEN
1613	ZEDICHER	CORAL	K
1614	ZEDICHER	DONALD	L
1615	ZHAN	HAO	
1616	ZIMMERMAN	STANLEY	M
1617	ZUCKER	MILTON	O
1618	ZUCKER	NATALIE	V
1619	ZUMEL	ELENA	
1620	ZUMEL	RICHARD	
1621	ZWINGER	CHARLOTTE	

Exhibit 2

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Facsimile: (951) 686-3083
11 Attorneys for Defendant

12 (ADDITIONAL COUNSEL ARE LISTED ON SIGNATURE PAGES)

13 Superior Court of the State of California

14 County of Los Angeles

15 ANTELOPE VALLEY GROUNDWATER
16 CASES

17 This Pleading Relates to Included Action:
18 REBECCA LEE WILLIS, on behalf of herself
and all others similarly situated,

19 Plaintiff,

20 v.

21 LOS ANGELES COUNTY WATERWORKS
22 DISTRICT NO. 40; CITY OF LANCASTER;
CITY OF LOS ANGELES; CITY OF
23 PALMDALE; PALMDALE WATER
DISTRICT; LITTLE ROCK CREEK
24 IRRIGATION DISTRICT; PALM RANCH
IRRIGATION DISTRICT; PALM RANCH
25 IRRIGATION DISTRICT; QUARTZ HILL
WATER DISTRICT; ANTELOPE VALLEY
26 WATER CO.; ROSAMOND COMMUNITY
SERVICES DISTRICT; and DOES 1 through
27 1,000;

28 Defendants.

JUDICIAL COUNCIL
COORDINATION
PROCEEDING NO. 4408

Case No. BC 364553

**WILLIS CLASS STIPULATION OF
SETTLEMENT**

SETTLEMENT STIPULATION

- 1 -

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77381

1 This Stipulation of Settlement (the "Stipulation" or "Agreement") is entered into this 13th
2 ^{July} day of 2010 by and between California Water Service Company, City of Palmdale, Littlerock
3 Creek Irrigation District, Los Angeles Waterworks District No. 40 ("District 40"), Palmdale
4 Water District, Palm Ranch Irrigation District, Phelan Pinon Hills Community Services District,
5 Quartz Hill Water District, and Rosamond Community Services District, Desert Lake Community
6 Services District and North Edwards Water District (collectively, "Settling Defendants"), on the
7 one hand, and Rebecca Lee Willis and the Willis Class (as more fully defined below), which
8 consists of certain persons who own property(ies) that overly the Antelope Valley Groundwater
9 Basin (the "Basin") on which they do not and have not pumped groundwater, on the other hand.
10 Settling Defendants, Rebecca Lee Willis, and the Willis Class are collectively referred to as the
11 "Settling Parties," or individually a "Settling Party." This Stipulation and the Exhibits hereto set
12 forth the terms of a settlement (the "Settlement") between and among the Settling Parties
13 compromising and dismissing the claims and defenses they have asserted in the above-captioned
14 action. The Settlement is subject to approval by the Superior Court of California for Los Angeles
15 County; in the event such approval is denied, cannot be obtained, or is reversed on appeal, this
16 Stipulation shall have no further force or effect, and the Settling Parties shall be returned to their
17 respective positions in the litigation prior to execution of this Stipulation.

18 I. THE SETTLING PARTIES

19 A. The Settling Plaintiffs are Rebecca Lee Willis and the members of the Willis
20 Class, as defined in paragraph II, D below.

21 B. The Settling Defendants are as follows:

22 1. California Water Service Company is a California corporation which
23 extracts groundwater from the Basin to serve customers within the Basin.

24 2. The City of Palmdale is a municipal corporation in the County of Los
25 Angeles which receives water from the Basin.

26 3. Littlerock Creek Irrigation District is a public agency which produces
27 groundwater from the Basin to serve customers within the Basin.

28

SETTLEMENT STIPULATION

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1 4. Los Angeles County Waterworks District No. 40 ("District 40") is a public
2 agency governed by the Los Angeles County Board of Supervisors. District 40 has been lawfully
3 organized to perform various functions, including producing water from the Basin, which it
4 provides to more than 65,000 residential and commercial customers in the Basin.

5 5. Palmdale Water District is an irrigation district organized and operating
6 under Division 11 of the California Water Code, which produces groundwater from the Basin to
7 serve customers within the Basin.

8 6. Palm Ranch Irrigation District is a public agency which produces
9 groundwater from the Basin to serve customers within the Basin.

10 7. Rosamond Community Services District is a public agency which produces
11 water from the Basin which it provides to customers within the Basin.

12 8. Quartz Hill Water District is a county water district organized and
13 operating under Division 12 of the California Water Code. It produces water from the Basin.

14 9. Phelan Pinon Hills Community Services District is a public water supplier
15 which produces water from the Basin.

16 10. Desert Lake Community Services District is a public agency which
17 produces groundwater from the Basin.

18 11. North Edwards Water district is a public agency which produces
19 groundwater from the Basin.

20 II. RECITALS

21 A. On or about November 29, 2004, District 40 commenced a civil action against
22 Overlying Owners (more specifically defined in III. M) in the Basin, which is now pending in the
23 Superior Court for Los Angeles County, seeking, inter alia, an adjudication of their respective
24 rights to produce groundwater from the Basin. On or about July 11, 2005, that case was
25 coordinated with several quiet title actions that had been brought by Basin landowners, which
26 also sought a declaration of the parties' rights to produce and use the Basin's groundwater.
27 Antelope Valley Groundwater Cases, No. 1-05-CV049053 (JCCP 4408) (hereinafter the
28 "Coordinated Actions"). The Coordinated Actions are pending before the Honorable Jack Komar.

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1 B. On or about October 10, 2006, the Court held an initial phase of trial with respect
2 to the boundaries of the Basin. The Court issued an Order on November 3, 2006, defining the
3 Basin for purposes of this litigation.

4 C. On or about January 11, 2007 Plaintiff, Rebecca Lee Willis ("Willis"), filed a class
5 action complaint in the Superior Court of the State of California for Los Angeles County (No. BC
6 364553) (the "Willis Action") in which she alleged that certain Public Water Suppliers had
7 wrongfully claimed prescriptive rights to the Basin's groundwater. Willis sought, inter alia, a
8 declaration that the Settling Defendants had not obtained prescriptive rights as to her or Willis
9 Class Members (more specifically defined in III.X). On or about April 10, 2007, the Willis Action
10 was coordinated as part of the Coordinated Actions.

11 D. By Order dated September 11, 2007 (as amended by Orders dated May 22, 2008
12 and September 2, 2008), the Court certified Willis as the representative of a Class of certain
13 Overlying Owners (more specifically defined in if III.M. below) pursuant to Section 382 of the
14 California Code of Civil Procedure and Division 7, Chapter 6 of the Rules of Court.

15 E. In early January 2009, Notice of the Pendency of the Willis Action was sent by
16 first class mail to all Willis Class Members (more specifically defined in III.X below) who could
17 be identified with reasonable effort and a summary notice was published. The deadline for
18 putative Willis Class Members to exclude themselves (as extended) expired on August 30, 2009.
19 The Court has made various orders allowing certain parties to rejoin the Willis Class.

20 F. The Settling Parties have actively discussed potential settlement for much of this
21 year. On or about September 2, 2009, the Settling Parties engaged in mediation before the
22 Honorable Ronald Robie during the course of which counsel for most of the parties reached an
23 agreement in principle to settle the Willis Action, subject to the negotiation of a final settlement
24 agreement, client approvals, and approval by the Court.

25 G. On or about February 19, 2010, the Court entered an Order Transferring and
26 Consolidating Actions for All Purposes (hereinafter the "Consolidated Actions").

27 H. Over the course of the last three years, the Settling Plaintiffs' counsel have
28 conducted a thorough investigation of the facts and law relating to the matters at issue in the

SETTLEMENT STIPULATION

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1 Consolidated Actions and have evaluated the merits of all Settling Parties' contentions and the
2 impact this Settlement will have on the Willis Class Members. After evaluating the foregoing, the
3 Settling Plaintiffs and counsel are satisfied that the terms and conditions of this Stipulation are
4 fair, reasonable, and adequate, and that the Settlement is in the best interest of the Willis Class
5 Members.

6 I. The Settling Defendants contend that they have prescriptive rights to substantially
7 more than 15% of the Basin's Native Safe Yield. The Settling Plaintiffs contend that the Settling
8 Defendants have no such prescriptive rights as to them. This Settlement reflects a compromise
9 between the Settling Parties and shall not (1) be construed as an admission or concession by any
10 Settling Party of the truth of any allegation or the validity of any claim or defense asserted in any
11 of the pleadings, (2) be construed to prejudice the rights, claims, or defenses of any persons who
12 are not Settling Parties, or (3) be construed to prejudice the rights, claims, or defenses (whether
13 asserted or potential) of any Settling Party vis-à-vis any non-settling party.

14 J. The United States owns property within the Basin as to which it claims a Federal
15 Reserved Right to produce groundwater.

16 III. DEFINITIONS

17 The following terms used in this Stipulation shall have the meanings set forth below:

18 A. "Assessments" means any monetary or other levy or charge imposed as part of a
19 Physical Solution.

20 B. "Basin" means the Antelope Valley Groundwater Basin as defined in the Court's
21 Order of November 3, 2006.

22 C. "Consolidated Actions" means all actions that have been or subsequently were
23 coordinated as part of Judicial Council Coordination Proceeding No. 4408 and all actions that
24 have been or subsequently were consolidated pursuant to the Court's Order from February 19,
25 2010.

26 D. "Correlative Rights" means the principle of California law, articulated in Katz v.
27 Walkinshaw (1903) 141 Cal. 116 and subsequent cases, that Overlying Owners may make
28 reasonable and beneficial use of the water in a Basin and that, if the supply of water is insufficient

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1 for all reasonable and beneficial needs, each Overlying Owner is entitled to a fair and just
2 proportion of the water available to the Overlying Owners.

3 E. "Court" means the Honorable Jack Komar, sitting by designation as a Judge of the
4 Superior Court of Los Angeles County or such other Judge as may be designated by the Judicial
5 Conference to hear JCCP No. 4408.

6 F. "Effective Date" means the date on which the Court's Judgment granting final
7 approval to the Settlement becomes final and not subject to further appeal.

8 G. "Federal Reserved Right" is the principle originally articulated in *Winters v.*
9 *United States* (1908) 207 U.S. 564 and more recently in *Cappaert v. United States* (1976) 426
10 U.S. 128, which holds that when the Federal Government reserves land from the public domain, it
11 impliedly reserves sufficient water to serve the purposes for which the lands were reserved, and
12 the quantity of reserved water is limited to the amount necessary to fulfill the purposes of the
13 reserved land. The United States contends that the Federal Reserved Right entitles the United
14 States to a prior and paramount right to a portion of the Native Safe Yield.

15 H. "Federally Adjusted Native Safe Yield" for any given year means the Basin's
16 Native Safe Yield less the actual annual production of the United States' during the prior year
17 pursuant to its Federal Reserved Right.

18 I. "Final Judgment" means a final judgment to be entered by the Court in the above
19 matter, which approves the terms and provisions of this Stipulation, and is substantially in the
20 form attached hereto as Exhibit A.

21 J. "Imported Water" means water that enters the Basin and that originates outside the
22 Basin that is not part of the Basin's Native Safe Yield, and that, absent human intervention, would
23 not recharge or be used in the Basin. Imported Water does not include water purchased by the
24 Watermaster with Replacement Assessments or bottled water.

25 K. "Native Safe Yield" means the amount of pumping, which under a given set of
26 land use and other prevailing cultural conditions, generates Return Flows that, when combined
27 with naturally occurring groundwater recharge to the Basin, results in no long-term depletion of
28

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1 Basin groundwater storage. Pumping of the Settling Parties' share of Native Safe Yield is not
2 subject to any Replacement Assessment.

3 L. "Overlying Right" means the appurtenant right of an Overlying Owner to use
4 groundwater from the Native Safe Yield for overlying reasonable and beneficial use.

5 M. "Overlying Owners" means owners of land overlying the Basin who hold an
6 Overlying Right.

7 N. "Physical Solution" means a mechanism that comprehensively resolves the
8 competing claims to the Basin's water and provides for the management of the Basin. The Settling
9 Parties anticipate that this Settlement will later be incorporated into a Physical Solution.

10 O. "Preliminary Approval Order" means the Court's Order granting preliminary
11 approval to the Settlement set forth herein, directing the manner in which notice of the Settlement
12 shall be provided to the Willis Class, and scheduling a final Hearing for the Court to consider
13 whether to approve the Settlement. The Settling Parties will submit a proposed Preliminary
14 Approval Order in the form appended as Exhibit B hereto.

15 P. "Recycled Water" means water which, as a result of treatment of waste, is suitable
16 for a direct beneficial use or a controlled use that would not otherwise occur and is therefore
17 considered a valuable resource..

18 Q. "Replacement Assessment" means the charge imposed on any Settling Party by the
19 Watermaster for producing more water than it is entitled to produce from the Basin under the
20 terms of this Settlement or pursuant to such further orders as the Court may enter in the
21 Coordinated Actions.

22 R. "Replacement Water" means water purchased by the Watermaster to offset
23 production in excess of a Settling Party's share of Total Safe Yield.

24 S. "Return Flows" means the amount of water that is put to reasonable and beneficial
25 agricultural, municipal or other use and thereafter returns to the Basin and is part of the Basin's
26 Total Safe Yield.

27 T. "Settlement" means this Stipulation, including the Exhibits appended hereto.
28

SETTLEMENT STIPULATION

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1 U. "Total Safe Yield" means the amount of pumping, which under a given set of land
2 use and other prevailing cultural conditions generates Return Flows that, when combined with
3 naturally occurring groundwater recharge to the Basin and Return Flows derived from Imported
4 Water, results in no long-term depletion of Basin groundwater storage.

5 V. "Transition Period" means the period of time provided for in the Physical Solution
6 during which the parties' right to produce water from the Native Safe Yield free from
7 Replacement Assessment will decrease to amounts that total no more than that party's share of
8 Native Safe Yield.

9 W. "Watermaster" means the person or entity appointed by the Court to monitor and
10 manage the Basin's groundwater, subject to oversight by the Court.

11 X. "Willis Class" or "Willis Class Members" means the Willis Class as defined in the
12 Court's Order of September 11, 2007, as amended by the Court's Orders of May 22, 2008, and
13 September 2, 2008, but shall exclude all persons who timely excluded themselves from the Willis
14 Class and have not rejoined the Willis Class. The Willis Class consists of the following:

15 "All private (i.e., non-governmental) persons and entities that own
16 real property within the Basin, as adjudicated, that are not presently
17 pumping water on their property and have not done so at any prior
18 time ("the Class"). The Class includes the successors-in-interest by
19 way of purchase, gift, inheritance, or otherwise of such landowners.

20 The Class excludes the defendants herein, any person, firm, trust,
21 corporation, or other entity in which any defendant has a controlling
22 interest or which is related to or affiliated with any of the
23 defendants, and the representatives, heirs, affiliates, successors-in-
24 interest or assigns of any such excluded party. The Class also
25 excludes all persons to the extent their properties are connected and
26 receive service from a municipal water system, public utility, or
27 mutual water company. The Class shall [further] exclude all
28 property(ies) that are listed as 'improved' by the Los Angeles
County or Kern County Assessor's' office, unless the owners of such
properties declare under penalty of perjury that they do not pump
and have never pumped water on those properties."

IV. SETTLEMENT TERMS

In consideration of the covenants and agreements set forth herein, and of the releases and
dismissals described below, the Settling Parties agree to settle and compromise the claims that
have been asserted or that could have been asserted between and among the Willis Class and the

SETTLEMENT STIPULATION

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1 Settling Defendants, subject to Court approval, on the following terms and conditions:

2 A. Native Safe Yield.

3 Settling Defendants and the United States contend that the best estimate of the Basin's
4 Native Safe Yield is 82,300 acre-feet per year. The Willis Class agrees not to challenge or
5 otherwise contest the Native Safe Yield proposed by the Settling Defendants as long as it is at
6 least 82,300 acre-feet per year. The Settling Parties understand and agree that, in the absence of
7 stipulation by all parties in the Coordinated Actions, the Court will decide the Basin's Native Safe
8 Yield following trial, and the Settling Parties agree to be bound by the Court's determination in
9 that regard even if some or all of them do not participate in such a trial.

10 B. Total Safe Yield.

11 The Settling Defendants contend that the best estimate of the Basin's Total Safe Yield is
12 110,500 acre-feet per year. The Willis Class agrees not to challenge or otherwise contest that
13 estimate. The Settling Parties understand and agree that, in the absence of stipulation by all
14 parties in the Coordinated Actions, the Court will decide the Basin's Total Safe Yield following
15 trial, and the Settling Parties agree to be bound by the Court's determination in that regard even if
16 some or all of them do not participate in such a trial.

17 C. Federal Reserved Right.

18 The United States contends that it is entitled to a Federal Reserved Right. The Settling
19 Parties agree that the Federal Government has a Federal Reserved Right to use a portion of the
20 Native Safe Yield. The Settling Parties agree that the Court will decide the amount of the Federal
21 Reserved Right and they agree to be bound by the Court's determination.

22 D. Allocation Of Federally Adjusted Native Safe Yield.

23 The Settling Parties agree to be bound by the Court's determination of the amounts of the
24 Basin's Native Safe Yield and the United States' Federal Reserved Right. The Basin's Federally
25 Adjusted Native Safe Yield shall be the Basin's Native Safe Yield less the prior year's production
26 of water by the United States (not to exceed the Federal Reserved Right). The Settling Parties
27 agree that the Settling Defendants and the Willis Class Members each have rights to produce
28 groundwater from the Basin's Federally Adjusted Native Safe Yield.

SETTLEMENT STIPULATION

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1 1. Settling Defendants' Water Rights

2 Settling Defendants have asserted in the Coordinated Actions that they have obtained
3 prescriptive rights to the Basin's Native Safe Yield. This Stipulation shall neither be construed to
4 recognize prescriptive rights nor to limit the Settling Defendants' prescriptive claims vis-a-vis the
5 Basin or any non-settling parties, but rather as an agreement to fairly allocate the Settling Parties'
6 respective rights to use the Basin's water. The Settling Parties agree that the Settling Defendants
7 collectively have the right to produce up to 15% of the Basin's Federally Adjusted Native Safe
8 Yield free of any Replacement Assessment. The Willis Class will not take any positions or enter
9 into any agreements that are inconsistent with the exercise of the Settling Defendants' rights.

10 2. Willis Class Members' Pumping Rights

11 The Settling Parties agree that the Willis Class Members have an Overlying Right to a
12 correlative share of 85% of the Federally Adjusted Native Safe Yield for reasonable and
13 beneficial uses on their overlying land free of any Replacement Assessment. The Settling
14 Defendants will not take any positions or enter into any agreements that are inconsistent with the
15 exercise of the Willis Class Members' Overlying Right to produce and use their correlative share
16 of 85% of the Basin's Federally Adjusted Native Safe Yield.

17 a. Safe Harbor.

18 The Willis Class Members acknowledge that the Settling Defendants may at trial prove
19 prescriptive rights against all groundwater pumping in the Basin during a prior prescriptive
20 period. If the Settling Defendants do prove prescriptive rights, Settling Defendants shall not
21 exercise their prescriptive rights to diminish the Willis Class Members' Overlying Right below a
22 correlative share of 85% of the Basin's Federally Adjusted Native Safe Yield. If the Settling
23 Defendants fail to prove any prescriptive rights, this Agreement shall not diminish at all the rights
24 of Willis Class Members to make reasonable and beneficial use of a correlative share of the
25 Basin's Federally Adjusted Native Safe Yield. In no event shall this Agreement require the
26 Willis Class Members to give to the Settling Defendants more than 15% of any rights to use the
27 Basin's groundwater that they may obtain by way of settlement or judgment. If there is a
28 subsequent Court decision whereby the Court determines that the Willis Class Members do not

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1 have Overlying Rights, this Agreement shall not require Settling Defendants to give the Willis
2 Class Members any right to pump from the Native Safe Yield.

3 3. Correlative Rights Of Overlying Landowners

4 The Willis Class Members recognize that other Overlying Owners may have the right to
5 pump correlatively with them 85% of the Federally Adjusted Native Safe Yield of the Basin for
6 reasonable and beneficial uses on their overlying land.

7 4. Return Flows From Imported Water

8 a. The Settling Parties acknowledge and agree that they all have the
9 right to recapture Return Flows from Imported Water that they put to reasonable and beneficial
10 use in the Basin, consistent with California law. The Settling Parties will not be subject to any
11 Replacement Assessment for their production of an amount equal to the Return Flows from
12 Imported Water that they put to reasonable and beneficial use in the Basin.

13 b. Settling Defendants believe that the best estimates of Return Flows
14 from Imported Water are (a) 25% of the water used for agricultural purposes and (b) 28% of the
15 water used for municipal and industrial purposes. Settling Defendants further believe that the best
16 estimate of total annual Return Flows from Imported Water is 28,200 acre-feet of which 25,100
17 acre-feet is from municipal and industrial use and 3,100 acre-feet is from agricultural use. The
18 Willis Class agrees not to contest those estimates, and all Settling Parties agree to be bound by
19 any findings that may later be made by the Court with respect thereto.

20 V. MANAGEMENT OF THE BASIN

21 A. General

22 The Settling Parties agree that the Basin has limited water resources and that they should
23 use their best efforts to conserve and maximize reasonable and beneficial use. The Settling Parties
24 further agree that there is a need to create a groundwater management plan to ensure that
25 pumping from the Basin does not exceed the Basin's Total Safe Yield and that the Court should
26 appoint a Watermaster to oversee the management of the Basin's water resources.

27 B. Physical Solution

28 The Settling Parties expect and intend that this Stipulation will become part of a Physical
SETTLEMENT STIPULATION

1 Solution entered by the Court to manage the Basin and that the Court will retain jurisdiction in the
2 Coordinated Actions. The Settling Parties agree to be part of such a Physical Solution to the
3 extent it is consistent with the terms of this Stipulation and to be subject to Court-administered
4 rules and regulations consistent with California and Federal law and the terms of this Stipulation.
5 The Settling Parties agree that the Physical Solution may require installation of a meter on any
6 groundwater pump by a Willis Class Member before a Willis Class Member may produce
7 groundwater. The responsibility for the cost of such meters will be determined by the Court.

8 C. Transition Period.

9 The Settling Parties agree that net groundwater production from the Basin needs to be
10 reduced over a period of time from current levels to no more than the Basin's Total Safe Yield.
11 This can be accomplished by reducing pumping and/or purchasing Replacement Water. The
12 Settling Parties agree that the Transition Period should begin at the date of entry of Final
13 Judgment in the Coordinated Actions and should last seven years. During the first two years of
14 the Transition Period no effort will be made to curtail groundwater pumping and no Replacement
15 Assessments will be made. By the end of the seventh year of the Transition Period, groundwater
16 pumping from the Basin without Replacement Assessment for Replacement Water will not
17 exceed the Native Safe Yield.

18 D. Replacement Water.

19 The Settling Parties recognize the right of any Settling Party to produce groundwater from
20 the Basin above their share of the Native Safe Yield, subject to the Physical Solution and to any
21 Replacement Assessment. The Settling Parties agree to provide or purchase Imported Water for
22 all groundwater pumping that exceeds a Settling Party's share of the Federally Adjusted Native
23 Safe Yield. The Settling Parties agree that any Settling Party who produces more than its annual
24 share of the Federally Adjusted Native Safe Yield in any year will be responsible to provide
25 Replacement Water or pay a Replacement Assessment to the Watermaster so that the
26 Watermaster can purchase Imported Water to recharge the Basin.

27 E. Water Storage

28 The Settling Parties agree that water storage in the Basin offers significant benefits and

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1 should be encouraged. The Settling Parties further recognize that there is a limit on the Basin's
2 available storage space and that the storage of water for uses within the Basin should have
3 priority over storage for use outside the Basin. Subject to those general principles, the Settling
4 Parties agree that water storage should be permitted and encouraged and agree to support
5 appropriate provisions in the Physical Solution.

6 F. Recycled Water

7 The Settling Parties agree that it is important to encourage the treatment and use of
8 Recycled Water. The Willis Class agrees not to challenge or otherwise contest Settling
9 Defendants' claims to Return Flows from Recycled Water that was reclaimed by the Sanitation
10 Districts of Los Angeles County.

11 VI. PROCEDURES FOR CLASS NOTICE AND HEARING ON MOTIONS FOR
12 PRELIMINARY AND FINAL APPROVAL OF STIPULATION

13 A. Preliminary Approval Motion and Settlement Notice.

14 Settling Plaintiffs shall file a motion for preliminary approval ("Preliminary Approval
15 Motion") of the terms of the Settlement as soon as practicable following execution of this
16 Stipulation by all Settling Parties. The Preliminary Approval Motion will seek entry of an Order
17 Preliminarily Approving Class Action Settlement. The Preliminary Approval Motion shall
18 include a proposed form of notice describing this Stipulation (the "Settlement Notice") to be
19 disseminated to the Willis Class as well as a description of the procedures to be used in
20 disseminating the Settlement Notice. The Settlement Notice shall be disseminated to all Willis
21 Class Members by or under the supervision of counsel for District 40, with the expenses to be
22 borne by District 40. The Settling Parties will attempt to agree upon the language for the
23 Settlement Notice, but agree to be bound by the Court's determination in the event they have any
24 disputes or disagreements in that regard. The Settling Parties agree to use their best efforts to have
25 the Preliminary Approval Motion heard as promptly as is practical.

26 B. Final Approval Hearing.

27 The Settlement Notice will advise Willis Class Members of the date and time set for a
28 Hearing on the Settling Plaintiffs' Motion for Final Approval of the Stipulation, including

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1 advising them of their rights to submit statements in support of or opposition to the Stipulation.
2 The Final Approval Motion shall request that this Court find that the Stipulation and Proposed
3 Final Judgment are fair, reasonable, and adequate to the Willis Class and shall seek entry of a
4 Final Judgment substantially in the form attached hereto as Exhibit A.

5 VII. RELEASES AND DISMISSALS

6 A. Release By Settling Plaintiffs

7 1. In addition to the effect of any Final Judgment entered in accordance with
8 this Stipulation, upon this Stipulation becoming final as set out in Section VIII, Paragraph G of
9 this Stipulation, and in consideration for the settlement consideration set forth above, and for
10 other valuable consideration, the Settling Plaintiffs shall completely release, acquit and forever
11 discharge the Settling Defendants from any and all claims, demands, actions, suits, causes of
12 action, whether class, individual, or otherwise in nature that Settling Plaintiffs, or each of them,
13 ever had, now has, or hereafter can, shall, or may have on account of or in any way arising out of,
14 any and all known or unknown, foreseen or unforeseen, suspected or unsuspected injuries,
15 damages, and the consequences thereof in any way arising out of or relating in any way to the
16 matters at issue in the Willis Action ("Released Claims"). Each Settling Plaintiff may hereafter
17 discover facts other than or different from those which he, she, or it knows or believes to be true
18 with respect to the claims which are the subject matter of this Stipulation, but each Settling
19 Plaintiff hereby expressly waives and fully, finally, and forever, settles and releases, upon this
20 Stipulation becoming final, any known or unknown, suspected or unsuspected, contingent or non-
21 contingent claim with respect to the subject matter of the Stipulation, whether or not concealed or
22 hidden, without regard to the subsequent discovery or existence of such different or additional
23 facts. As provided in the Release set forth above, the Settling Plaintiffs, including any of Settling
24 Plaintiffs' representatives, successors, agents, affiliates, employees, supervisors, officers,
25 directors, or shareholders, agree to waive and release all rights and benefits which they might
26 otherwise have pursuant to Section 1542 of the California Civil Code with regard to the release of
27 such unknown, unanticipated or misunderstood claims, causes of action, liabilities, indebtedness
28 and obligations.

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1 2. The Release set forth in Paragraph VII.A, above, does not include claims
2 by any of the Settling Plaintiffs other than the claims set forth therein. In particular, the Settling
3 Parties recognize that many persons own more than one parcel of land within the Basin. The
4 foregoing Release only binds Willis Class Members and only with respect to those properties
5 within the Basin on which they have not pumped water.

6 B. Release By Settling Defendants

7 In addition to the effect of any Final Judgment entered in accordance with this Stipulation,
8 upon this Stipulation becoming final as set out in Paragraph VIII.G of this Stipulation, and in
9 consideration of the settlement consideration set forth above, and for other valuable
10 consideration, the Settling Defendants completely release, acquit and forever discharge Settling
11 Plaintiffs and the Willis Class Members from any and all claims, demands, actions, suits, causes
12 of action, whether class, individual, or otherwise in nature that Settling Defendants, or any of
13 them, ever had, now has, or hereafter can, shall, or may have arising from or relating in any way
14 to the matters at issue in the Willis Action ("Released Claims"). Each Settling Defendant may
15 hereafter discover facts other than or different from those which he, she, or it knows or believes to
16 be true with respect to the claims which are the subject matter of this Stipulation, but each
17 Settling Defendant hereby waives any right to relief from the provisions of this Stipulation in
18 such event, and fully, finally, and forever, settles and releases, upon this Stipulation becoming
19 final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with
20 respect to the subject matter of the Stipulation, whether or not concealed or hidden, and without
21 regard to the subsequent discovery or existence of such different or additional facts.

22 1. As provided in the Release set forth in Paragraph VII.B, above, the Settling
23 Defendants, including any of Settling Defendants' representatives, successors, agents, affiliates,
24 employees, supervisors, officers, directors, or shareholders, agree to waive and release all rights
25 and benefits which they might otherwise have pursuant to Section 1542 of the California Civil
26 Code with regard to the release of such unknown, unanticipated or misunderstood claims, causes
27 of action, liabilities, indebtedness and obligations.

28 VIII. MISCELLANEOUS PROVISIONS

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1 A. No Concession By Any Settling Party

2 It is understood and agreed that this Stipulation represents the compromise of disputed
3 positions with respect to the relevant facts and law. This Stipulation shall not be deemed a
4 concession by any Settling Party as to any fact or the validity or invalidity of any claim or
5 defense.

6 B. Best Efforts and Mutual Cooperation.

7 Settling Plaintiffs and Settling Defendants shall use their best efforts to effectuate this
8 Stipulation and its purpose, and secure the prompt, complete, and final dismissal with prejudice of
9 the Willis Action. The Settling Parties agree to take any and all reasonable steps that may be
10 necessary in that regard, as long as those steps do not require any material deviations from the
11 terms of this Stipulation or impose material new obligations beyond those contemplated by this
12 Stipulation.

13 The Settling Parties recognize that not all parties to the Coordinated Actions have entered
14 into this Stipulation and that a trial may be necessary as against non-settling parties. The Settling
15 Parties agree to cooperate and coordinate their efforts in any such trial or hearing so as to obtain
16 entry of judgment consistent with the terms of this Stipulation; this provision, however, will not
17 require Willis Class counsel to participate in any such trial or render any efforts absent written
18 agreement of Settling Defendants to compensate them for such efforts. Nor shall this Stipulation
19 preclude Settling Plaintiffs from participating in any further proceedings that may affect their
20 rights.

21 C. Adjustments Of Settling Parties' Estimates

22 In the event that the Court enters findings of fact that vary from the estimated amounts
23 that the Settling Parties have agreed to for purposes of this Stipulation (including the length of the
24 Transition Period described in Paragraph V.C.), the Court's findings will be determinative and
25 will supplant the amounts set forth in this Stipulation. For example, if the Court should determine
26 following trial that the Basin's Total Safe Yield is, in fact, 120,000 acre-feet per year (or some
27 other amount), the Court's findings will control.

28 D. Fees And Costs Of Settling Plaintiff's Counsel

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1 The Settling Parties understand that Willis Class counsel intend to seek an award of their
2 fees and costs from the Court. Any such awards will be determined by the Court unless agreed to
3 by the Settling Parties. Settling Defendants will likely oppose the motion for fees and costs. If
4 Willis Class Counsel obtain an award of fees, Settling Defendants agree to exercise their best
5 efforts to pay any fee award within a reasonable period of time or as required pursuant to Court
6 order. Willis Class Counsel agree that they will not seek any attorneys' fees and/or costs from
7 Settling Defendants for any efforts Willis Class Counsel undertake after the Court's entry of Final
8 Judgment approving the Settlement, except with respect to the following: (a) any reasonable and
9 appropriate efforts by Willis Class Counsel to enforce the terms of this Stipulation against
10 Settling Defendants in the event Settling Defendants fail to comply with a provision of this
11 Stipulation; (b) any reasonable and appropriate efforts by Willis Class Counsel to defend against
12 any new or additional claims or causes of action asserted by Settling Defendants against the
13 Willis Class in pleadings or motions filed in the Consolidated Actions; (c) any reasonable and
14 appropriate efforts by Willis Class Counsel that are undertaken in response to a written Court
15 order stating that, pursuant to this provision, Class counsel may seek additional fees for specified
16 efforts from Settling Defendants pursuant to Code of Civil Procedure section 1021.5; (d) any
17 reasonable and appropriate efforts by Willis Class Counsel that are undertaken in response to a
18 written request by Settling Defendants executed by counsel for all Settling Defendants that Class
19 Counsel participate in future aspects of the Consolidated Actions (e.g., the negotiation of a
20 Physical Solution); or (e) any reasonable and appropriate efforts that Willis Class Counsel render
21 to defend a fee award in their favor in the event the Settling Defendants appeal such a fee award
22 and the Court of Appeal affirms the fee award in the amount of 75 percent or more of the fees
23 awarded by the Superior Court. Willis Class Counsel remain free to seek an award of fees from
24 other parties to the litigation.

25 E. Retention Of Jurisdiction

26 The Superior Court of the State of California for Los Angeles County shall retain
27 jurisdiction over the implementation, enforcement, and performance of this Stipulation, and shall
28 have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating

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1 to this Stipulation or the applicability of this Stipulation.

2 F. Choice Of Law

3 This Stipulation shall be governed and construed by the substantive laws of the State of
4 California.

5 G. Finality

6 a. This Stipulation shall be effective on the Effective Date, which
7 shall occur when the Court has entered a Final Judgment approving this Stipulation and one of the
8 following events occurs; (i) if an appeal is taken, the date of final affirmance of the Final
9 Judgment, or if petition for review is granted by California Supreme Court or writ of certiorari is
10 granted by United States Supreme Court, the date of final affirmance of the Final Judgment
11 following review pursuant to such grant; or (ii) the date of final dismissal of any appeal from
12 Final Judgment or the final dismissal of any proceedings on petition to review the Final
13 Judgment; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing of any
14 appeal from the Final Judgment, i.e., sixty (60) days after notice of entry of the Final Judgment.

15 b. In the event that the Court refuses to approve this Stipulation, or
16 any material part hereof, or if such approval is materially modified or set aside on appeal, or if the
17 Final Judgment is not entered in accordance with this Stipulation, appellate review is sought, and
18 on such review, such Final Judgment is not affirmed as to all material parts, then any of the
19 Settling Parties to the Stipulation have the option to rescind this Stipulation in its entirety. Written
20 notice of the exercise of any such right to rescind shall be made according to the terms of this
21 Paragraph VIII.L below within thirty (30) days of the triggering event.

22 H. Integrated Agreement

23 This Stipulation constitutes the entire, complete and integrated agreement among the
24 Settling Parties, and supersedes all prior or contemporaneous undertakings of the Settling Parties
25 in connection herewith. This Stipulation may not be modified or amended except in writing
26 executed by the Settling Parties and approved by the Court. It shall be construed and interpreted
27 to effectuate the intent of the Settling Parties which is to provide, through this Stipulation, for a
28 complete resolution of the relevant claims between the Settling Parties on the terms provided in

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1 this Stipulation. Notwithstanding the foregoing, the Settling Parties intend and agree that this
2 Stipulation will later be incorporated into a Physical Solution, as defined above, which is
3 consistent with the terms of this Stipulation.

4 I. Waiver

5 The waiver by any Settling Party of its rights under any provision of this Stipulation or of
6 any breach of this Stipulation shall not be deemed a waiver of any other provision or subsequent
7 breach of this Stipulation.

8 J. Intended Beneficiaries

9 This Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors
10 and assigns of the Settling Plaintiffs and Settling Defendants. Without limiting the generality of
11 the foregoing, this Stipulation shall bind each and every subsequent property owner who acquires
12 property in the Basin from a Willis Class Member as well as persons who subsequently acquire
13 such properties.

14 K. Interpretation and Construction

15 The terms of this Stipulation have been arrived at by negotiation and mutual agreement,
16 with consideration of and participation by all Settling Parties and with the advice of counsel.
17 Neither Settling Plaintiffs nor Settling Defendants shall be considered to be the drafter of this
18 Stipulation or any of its provisions for the purpose of any statute, case law, or rule of
19 interpretation or construction that would or might cause any provision to be construed against the
20 drafter of this Stipulation (including but not limited to Civil Code Section 1654). The descriptive
21 headings of any paragraphs or sections of this Stipulation are inserted for convenience only and
22 do not constitute a part of this Stipulation.

23 L. Notices

24 Where this Stipulation requires either party to provide notice or any other communication
25 or document to the other, such notice shall be in writing, and such notice, communication, or
26 document shall be provided by personal delivery, facsimile transmission, overnight delivery, or
27 letter sent by United States mail with delivery confirmation. Notice may be provided to the
28 Settling Parties through their counsel of record at the following addresses:

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California Water Service Company:	Attn: President California Water Service Company 1720 North First Street San Jose, California 95112
with a copy to:	John Tootle California Water Service Company 2632 West 237th Street Torrance, California 90505
City of Palmdale:	Attn: City Manager 38300 Sierra Highway Palmdale, California 93550
with a copy to:	James Markman Richards, Watson & Gerson 355 South Grand Avenue, 40th Floor Los Angeles, California 90071
Littlerock Creek Irrigation District:	Attn: General Manager 35141 87th Street East Littlerock, California 93543
with a copy to:	Wayne Lemieux Lemieux & O'Neill 2393 Townsgate Rd., Suite 201 Westlake Village, California 91361
Los Angeles County Waterworks District No. 40:	Attn: Director 260 East Avenue K-8 Lancaster, California 93535
with a copy to:	Michael Moore Los Angeles county Counsel Office 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012
with a copy to:	Eric L. Garner

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1		Best Best & Krieger LLP
2		3750 University Avenue
3		P.O.B 1028
4		Riverside, California 92502
5	Palmdale Water District:	Attn: General Manager
6		2029 E. Avenue Q
7		Palmdale, California 93550
8	with a copy to:	Thomas Bunn III
9		Lagerlof, Senecal, Gosney & Kruse, LLP
10		301 North Lake Avenue, 10th floor
11		Pasadena, California 91101-4108
12	Palm Ranch Irrigation District:	Attn: General Manger
13		4871 West Avenue M. (Colombia Way)
14		Quartz Hill, California 93536
15	with copy to:	Wayne Lemieux
16		Lemieux & O'Neill
17		2393 Townsgate Rd., Suite 201
18		Westlake Village, California 91361
19	Quartz Hill Water District:	Attn: General Manager
20		42141 N. 50th Street West
21		Quartz Hill, California 93536
22	with copy to:	Bradley Weeks
23		Charlton Weeks LLP
24		107 West Avenue M-14, Suite A
25		Palmdale, California 93551
26	Phelan Pinon Hills Community Services District:	Attn: General Manager
27		4037 Phelan Road, Suite C-1
28		Phelan, California 92371
	with copy to:	Francis Logan
		Law Office of Susan Trager
		19712 MacArthur Blvd. #120
		Irvine, California 92612
	Rosamond Community Services District:	Attn: General Manager

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	3179 35th Street W Rosamond California 93560
with a copy to:	Eric L. Garner Best Best & Krieger LLP 3750 University Avenue P.O.Box 1028 Riverside, California 92502
Willis Class:	Rebecca Lee Willis
With a copy to:	Ralph Kalfayan Krause Kalfayan Benink & Slavens LLP 625 Broadway, Ste. 635 San Diego, CA 92101

or to such other address as any Settling Party shall, from time to time, specify in the manner provided herein.

M. No Admissions

Neither this Stipulation, nor any act performed or document executed pursuant to or in furtherance of this Stipulation is or may be deemed to be or may be used as an admission of, or evidence of, (i) the validity of any claim or defense; or (ii) the appropriateness or inappropriateness of any Willis Class Member or other representational capacity, whether contemporaneously with this Stipulation or at any time in the future.

N. Execution

This Stipulation may be executed in counterparts by Settling Plaintiffs and Settling Defendants, and a facsimile signature shall be deemed an original signature for purposes of executing this Stipulation. Each of the undersigned persons represents that he or she is fully authorized to enter into the terms and conditions of and to execute this Stipulation by the party for which he or she has signed the Stipulation.

IN WITNESS WHEREOF, the undersigned being duly authorized, have executed this Stipulation on the dates shown below.

Rebecca Lee Willis

Approved as to form by: Ralph Kalfayan

SETTLEMENT STIPULATION

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By: Rebecca Lee Willis

California Water Service

By: _____

City of Palmdale

By: _____

Littlerock Creek Irrigation District

By: _____

Los Angeles County Waterworks
District No. 40

By: Warren R. Wellen
Chair, Board of Supervisors



Attest:
Sachi A. Hamai,
Executive Officer-Clerk Of the Board of
Supervisors

By: Sachelle Smitherman
DEPUTY

Palmdale Water District

By: _____

SETTLEMENT STIPULATION

By: Robert Kalfay

Approved as to form by: John Tootle

By: _____

Approved as to form by: James Markman

By: _____

Approved as to form by: Wayne Lemieux

By: _____

Approved as to form by:
Andrea Sheridan Ordjic, County Counsel

By: Warren R. Wellen
Warren R. Wellen, Principal Deputy
County Counsel

Approved as to form by: Eric L. Garner

By: _____

Approved as to form by: Tom Bunn

By: _____

- 23 -

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P.O. BOX 1028
RIVERSIDE, CA 92502

1 By: _____

2

3 California Water Service

4

5 By: _____

6 City of Palmdale

7

8 By: James J. Markman

9 Littlerock Creek Irrigation District

10

11 By: _____

12 Los Angeles County Waterworks
District No. 40

13

14 By: _____
Chair, Board of Supervisors

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20 Attest:
Sachi A. Hamai,
Executive Officer-Clerk Of the Board of
Supervisors

21

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23 By: _____

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25 Palmdale Water District

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27 By: _____

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SETTLEMENT STIPULATION

By: _____

Approved as to form by: John Tootle

By: _____

Approved as to form by: James Markman

By: James J. Markman

Approved as to form by: Wayne Lemieux

By: _____

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

By: _____
Warren R. Wellen, Principal Deputy
County Counsel

Approved as to form by: Eric L. Garner

By: _____

Approved as to form by: Tom Bunn

By: _____

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1 By: _____

By: _____

2

3 California Water Service

Approved as to form by: John Tootle

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5 By: _____

By: _____

6 City of Palmdale

Approved as to form by: James Markman

7

8 By: _____

By: _____

9 Littlerock Creek Irrigation District

Approved as to form by: Wayne Lemieux

10 By: B. J. Bones

By: Wayne Lemieux

12 Los Angeles County Waterworks
District No. 40

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

14 By: _____
Chair, Board of Supervisors

By: _____
Warren R. Wellen, Principal Deputy
County Counsel

17 Approved as to form by: Eric L. Garner

20 Attest:
21 Sachi A. Hamai,
22 Executive Officer-Clerk Of the Board of
Supervisors

23 By: _____

By: _____

25 Palmdale Water District

Approved as to form by: Tom Bunn

27 By: _____

By: _____

28 SETTLEMENT STIPULATION

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RIVERSIDE, CA 92502

1 By: _____

By: _____

2

3 California Water Service

Approved as to form by: John Tootle

4

5 By: _____

By: _____

6 City of Palmdale

Approved as to form by: James Markman

7

8 By: _____

By: _____

9 Littlerock Creek Irrigation District

Approved as to form by: Wayne Lemieux

10

11 By: _____

By: _____

12

Los Angeles County Waterworks
District No. 40

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

13

14 By: *[Signature]*
Chair, Board of Supervisors

By: *[Signature]*
Warren R. Wellen, Principal Deputy
County Counsel

15



16

Approved as to form by: Eric L. Garner

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18

By: _____

19

Attest:
Sachi A. Hamai,
Executive Officer-Clerk Of the Board of
Supervisors

20

21 By: *[Signature]*
DEPUTY

22

23 Palmdale Water District

Approved as to form by: Tom Bunn

24

25 By: *[Signature]*

By: *[Signature]*

26

27 SETTLEMENT STIPULATION

- 23 -

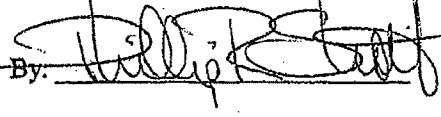
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Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

By: 

By: 

Phelan Pinon Hills Community Services District

Approved as to form by: Francis Logan

By: _____

By: _____

Quartz Hill Water District

Approved as to form by: Brad Weeks

By: _____

By: _____

Rosamond Community Services Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

Desert Lake Community Services District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

North Edwards Water District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

SETTLEMENT STIPULATION

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Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

Pheasant Hills Community Services District

Approved as to form by: Francis Logan

By: _____

By: _____

Quartz Hill Water District

Approved as to form by: Brad Weeks

By: *Colbert Thiers*

By: *Brad Weeks*

Rosamond Community Services Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

SETTLEMENT STIPULATION

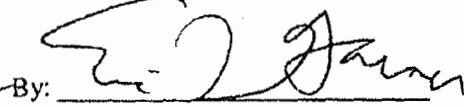
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Rosamond Community Services
Districts

Approved as to form by: Eric L. Garner

By: 

By: 

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SETTLEMENT STIPULATION

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Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

Phelan Pinon Hills Community Services District

Approved as to form by: Francis Logan

By: _____

By: _____

Quartz Hill Water District

Approved as to form by: Brad Weeks

By: _____

By: _____

Rosamond Community Services Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

Desert Lake Community Services District

Approved as to form by: Wayne Lemieux

By: *Salli A. Katsopoulos*

By: *Wayne Lemieux*

North Edwards Water District

Approved as to form by: Wayne Lemieux

By: _____

By: *Wayne Lemieux*

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Phelan Pinon Hills Community Services District

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Quartz Hill Water District

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By: _____

Rosamond Community Services Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

Desert Lake Community Services District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

North Edwards Water District

Approved as to form by: Wayne Lemieux

By: *Dollie N. Kestopoulos*

By: *Wayne Lemieux*

SETTLEMENT STIPULATION

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11 Attorneys for Defendant

12 (ADDITIONAL COUNSEL ARE LISTED ON SIGNATURE PAGES)

13 Superior Court of the State of California

14 County of Los Angeles

15 ANTELOPE VALLEY GROUNDWATER
16 CASES

17 This Pleading Relates to Included Action:
18 REBECCA LEE WILLIS, on behalf of herself
and all others similarly situated,

19 Plaintiff,

20 v.

21 LOS ANGELES COUNTY WATERWORKS
22 DISTRICT NO. 40; CITY OF LANCASTER;
23 CITY OF LOS ANGELES; CITY OF
PALMDALE; PALMDALE WATER
24 DISTRICT; LITTLE ROCK CREEK
IRRIGATION DISTRICT; PALM RANCH
25 IRRIGATION DISTRICT; PALM RANCH
IRRIGATION DISTRICT; QUARTZ HILL
26 WATER DISTRICT; ANTELOPE VALLEY
WATER CO.; ROSAMOND COMMUNITY
27 SERVICES DISTRICT; and DOES 1 through
1,000;

28 Defendants.

JUDICIAL COUNCIL
COORDINATION
PROCEEDING NO. 4408

Case No. BC 364553

**WILLIS CLASS STIPULATION OF
SETTLEMENT**

SETTLEMENT STIPULATION

- 1 -

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1 This Stipulation of Settlement (the "Stipulation" or "Agreement") is entered into this 13th
2 ^{July} day of 2010 by and between California Water Service Company, City of Palmdale, Littlerock
3 Creek Irrigation District, Los Angeles Waterworks District No. 40 ("District 40"), Palmdale
4 Water District, Palm Ranch Irrigation District, Phelan Pinon Hills Community Services District,
5 Quartz Hill Water District, and Rosamond Community Services District, Desert Lake Community
6 Services District and North Edwards Water District (collectively, "Settling Defendants"), on the
7 one hand, and Rebecca Lee Willis and the Willis Class (as more fully defined below), which
8 consists of certain persons who own property(ies) that overly the Antelope Valley Groundwater
9 Basin (the "Basin") on which they do not and have not pumped groundwater, on the other hand.
10 Settling Defendants, Rebecca Lee Willis, and the Willis Class are collectively referred to as the
11 "Settling Parties," or individually a "Settling Party." This Stipulation and the Exhibits hereto set
12 forth the terms of a settlement (the "Settlement") between and among the Settling Parties
13 compromising and dismissing the claims and defenses they have asserted in the above-captioned
14 action. The Settlement is subject to approval by the Superior Court of California for Los Angeles
15 County; in the event such approval is denied, cannot be obtained, or is reversed on appeal, this
16 Stipulation shall have no further force or effect, and the Settling Parties shall be returned to their
17 respective positions in the litigation prior to execution of this Stipulation.

18 I. THE SETTLING PARTIES

19 A. The Settling Plaintiffs are Rebecca Lee Willis and the members of the Willis
20 Class, as defined in paragraph II, D below.

21 B. The Settling Defendants are as follows:

22 1. California Water Service Company is a California corporation which
23 extracts groundwater from the Basin to serve customers within the Basin.

24 2. The City of Palmdale is a municipal corporation in the County of Los
25 Angeles which receives water from the Basin.

26 3. Littlerock Creek Irrigation District is a public agency which produces
27 groundwater from the Basin to serve customers within the Basin.

28

SETTLEMENT STIPULATION

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1 4. Los Angeles County Waterworks District No. 40 ("District 40") is a public
2 agency governed by the Los Angeles County Board of Supervisors. District 40 has been lawfully
3 organized to perform various functions, including producing water from the Basin, which it
4 provides to more than 65,000 residential and commercial customers in the Basin.

5 5. Palmdale Water District is an irrigation district organized and operating
6 under Division 11 of the California Water Code, which produces groundwater from the Basin to
7 serve customers within the Basin.

8 6. Palm Ranch Irrigation District is a public agency which produces
9 groundwater from the Basin to serve customers within the Basin.

10 7. Rosamond Community Services District is a public agency which produces
11 water from the Basin which it provides to customers within the Basin.

12 8. Quartz Hill Water District is a county water district organized and
13 operating under Division 12 of the California Water Code. It produces water from the Basin.

14 9. Phelan Pinon Hills Community Services District is a public water supplier
15 which produces water from the Basin.

16 10. Desert Lake Community Services District is a public agency which
17 produces groundwater from the Basin.

18 11. North Edwards Water district is a public agency which produces
19 groundwater from the Basin.

20 II. RECITALS

21 A. On or about November 29, 2004, District 40 commenced a civil action against
22 Overlying Owners (more specifically defined in III. M) in the Basin, which is now pending in the
23 Superior Court for Los Angeles County, seeking, inter alia, an adjudication of their respective
24 rights to produce groundwater from the Basin. On or about July 11, 2005, that case was
25 coordinated with several quiet title actions that had been brought by Basin landowners, which
26 also sought a declaration of the parties' rights to produce and use the Basin's groundwater.
27 Antelope Valley Groundwater Cases, No. 1-05-CV049053 (JCCP 4408) (hereinafter the
28 "Coordinated Actions"). The Coordinated Actions are pending before the Honorable Jack Komar.

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1 B. On or about October 10, 2006, the Court held an initial phase of trial with respect
2 to the boundaries of the Basin. The Court issued an Order on November 3, 2006, defining the
3 Basin for purposes of this litigation.

4 C. On or about January 11, 2007 Plaintiff, Rebecca Lee Willis ("Willis"), filed a class
5 action complaint in the Superior Court of the State of California for Los Angeles County (No. BC
6 364553) (the "Willis Action") in which she alleged that certain Public Water Suppliers had
7 wrongfully claimed prescriptive rights to the Basin's groundwater. Willis sought, inter alia, a
8 declaration that the Settling Defendants had not obtained prescriptive rights as to her or Willis
9 Class Members (more specifically defined in III.X). On or about April 10, 2007, the Willis Action
10 was coordinated as part of the Coordinated Actions.

11 D. By Order dated September 11, 2007 (as amended by Orders dated May 22, 2008
12 and September 2, 2008), the Court certified Willis as the representative of a Class of certain
13 Overlying Owners (more specifically defined in if III.M. below) pursuant to Section 382 of the
14 California Code of Civil Procedure and Division 7, Chapter 6 of the Rules of Court.

15 E. In early January 2009, Notice of the Pendency of the Willis Action was sent by
16 first class mail to all Willis Class Members (more specifically defined in III.X below) who could
17 be identified with reasonable effort and a summary notice was published. The deadline for
18 putative Willis Class Members to exclude themselves (as extended) expired on August 30, 2009.
19 The Court has made various orders allowing certain parties to rejoin the Willis Class.

20 F. The Settling Parties have actively discussed potential settlement for much of this
21 year. On or about September 2, 2009, the Settling Parties engaged in mediation before the
22 Honorable Ronald Robie during the course of which counsel for most of the parties reached an
23 agreement in principle to settle the Willis Action, subject to the negotiation of a final settlement
24 agreement, client approvals, and approval by the Court.

25 G. On or about February 19, 2010, the Court entered an Order Transferring and
26 Consolidating Actions for All Purposes (hereinafter the "Consolidated Actions").

27 H. Over the course of the last three years, the Settling Plaintiffs' counsel have
28 conducted a thorough investigation of the facts and law relating to the matters at issue in the
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1 Consolidated Actions and have evaluated the merits of all Settling Parties' contentions and the
2 impact this Settlement will have on the Willis Class Members. After evaluating the foregoing, the
3 Settling Plaintiffs and counsel are satisfied that the terms and conditions of this Stipulation are
4 fair, reasonable, and adequate, and that the Settlement is in the best interest of the Willis Class
5 Members.

6 I. The Settling Defendants contend that they have prescriptive rights to substantially
7 more than 15% of the Basin's Native Safe Yield. The Settling Plaintiffs contend that the Settling
8 Defendants have no such prescriptive rights as to them. This Settlement reflects a compromise
9 between the Settling Parties and shall not (1) be construed as an admission or concession by any
10 Settling Party of the truth of any allegation or the validity of any claim or defense asserted in any
11 of the pleadings, (2) be construed to prejudice the rights, claims, or defenses of any persons who
12 are not Settling Parties, or (3) be construed to prejudice the rights, claims, or defenses (whether
13 asserted or potential) of any Settling Party vis-à-vis any non-settling party.

14 J. The United States owns property within the Basin as to which it claims a Federal
15 Reserved Right to produce groundwater.

16 III. DEFINITIONS

17 The following terms used in this Stipulation shall have the meanings set forth below:

18 A. "Assessments" means any monetary or other levy or charge imposed as part of a
19 Physical Solution.

20 B. "Basin" means the Antelope Valley Groundwater Basin as defined in the Court's
21 Order of November 3, 2006.

22 C. "Consolidated Actions" means all actions that have been or subsequently were
23 coordinated as part of Judicial Council Coordination Proceeding No. 4408 and all actions that
24 have been or subsequently were consolidated pursuant to the Court's Order from February 19,
25 2010.

26 D. "Correlative Rights" means the principle of California law, articulated in Katz v.
27 Walkinshaw (1903) 141 Cal. 116 and subsequent cases, that Overlying Owners may make
28 reasonable and beneficial use of the water in a Basin and that, if the supply of water is insufficient

SETTLEMENT STIPULATION

1 for all reasonable and beneficial needs, each Overlying Owner is entitled to a fair and just
2 proportion of the water available to the Overlying Owners.

3 E. "Court" means the Honorable Jack Komar, sitting by designation as a Judge of the
4 Superior Court of Los Angeles County or such other Judge as may be designated by the Judicial
5 Conference to hear JCCP No. 4408.

6 F. "Effective Date" means the date on which the Court's Judgment granting final
7 approval to the Settlement becomes final and not subject to further appeal.

8 G. "Federal Reserved Right" is the principle originally articulated in *Winters v.*
9 *United States* (1908) 207 U.S. 564 and more recently in *Cappaert v. United States* (1976) 426
10 U.S. 128, which holds that when the Federal Government reserves land from the public domain, it
11 impliedly reserves sufficient water to serve the purposes for which the lands were reserved, and
12 the quantity of reserved water is limited to the amount necessary to fulfill the purposes of the
13 reserved land. The United States contends that the Federal Reserved Right entitles the United
14 States to a prior and paramount right to a portion of the Native Safe Yield.

15 H. "Federally Adjusted Native Safe Yield" for any given year means the Basin's
16 Native Safe Yield less the actual annual production of the United States' during the prior year
17 pursuant to its Federal Reserved Right.

18 I. "Final Judgment" means a final judgment to be entered by the Court in the above
19 matter, which approves the terms and provisions of this Stipulation, and is substantially in the
20 form attached hereto as Exhibit A.

21 J. "Imported Water" means water that enters the Basin and that originates outside the
22 Basin that is not part of the Basin's Native Safe Yield, and that, absent human intervention, would
23 not recharge or be used in the Basin. Imported Water does not include water purchased by the
24 Watermaster with Replacement Assessments or bottled water.

25 K. "Native Safe Yield" means the amount of pumping, which under a given set of
26 land use and other prevailing cultural conditions, generates Return Flows that, when combined
27 with naturally occurring groundwater recharge to the Basin, results in no long-term depletion of
28

1 Basin groundwater storage. Pumping of the Settling Parties' share of Native Safe Yield is not
2 subject to any Replacement Assessment.

3 L. "Overlying Right" means the appurtenant right of an Overlying Owner to use
4 groundwater from the Native Safe Yield for overlying reasonable and beneficial use.

5 M. "Overlying Owners" means owners of land overlying the Basin who hold an
6 Overlying Right.

7 N. "Physical Solution" means a mechanism that comprehensively resolves the
8 competing claims to the Basin's water and provides for the management of the Basin. The Settling
9 Parties anticipate that this Settlement will later be incorporated into a Physical Solution.

10 O. "Preliminary Approval Order" means the Court's Order granting preliminary
11 approval to the Settlement set forth herein, directing the manner in which notice of the Settlement
12 shall be provided to the Willis Class, and scheduling a final Hearing for the Court to consider
13 whether to approve the Settlement. The Settling Parties will submit a proposed Preliminary
14 Approval Order in the form appended as Exhibit B hereto.

15 P. "Recycled Water" means water which, as a result of treatment of waste, is suitable
16 for a direct beneficial use or a controlled use that would not otherwise occur and is therefore
17 considered a valuable resource..

18 Q. "Replacement Assessment" means the charge imposed on any Settling Party by the
19 Watermaster for producing more water than it is entitled to produce from the Basin under the
20 terms of this Settlement or pursuant to such further orders as the Court may enter in the
21 Coordinated Actions.

22 R. "Replacement Water" means water purchased by the Watermaster to offset
23 production in excess of a Settling Party's share of Total Safe Yield.

24 S. "Return Flows" means the amount of water that is put to reasonable and beneficial
25 agricultural, municipal or other use and thereafter returns to the Basin and is part of the Basin's
26 Total Safe Yield.

27 T. "Settlement" means this Stipulation, including the Exhibits appended hereto.
28

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1 U. "Total Safe Yield" means the amount of pumping, which under a given set of land
2 use and other prevailing cultural conditions generates Return Flows that, when combined with
3 naturally occurring groundwater recharge to the Basin and Return Flows derived from Imported
4 Water, results in no long-term depletion of Basin groundwater storage.

5 V. "Transition Period" means the period of time provided for in the Physical Solution
6 during which the parties' right to produce water from the Native Safe Yield free from
7 Replacement Assessment will decrease to amounts that total no more than that party's share of
8 Native Safe Yield.

9 W. "Watermaster" means the person or entity appointed by the Court to monitor and
10 manage the Basin's groundwater, subject to oversight by the Court.

11 X. "Willis Class" or "Willis Class Members" means the Willis Class as defined in the
12 Court's Order of September 11, 2007, as amended by the Court's Orders of May 22, 2008, and
13 September 2, 2008, but shall exclude all persons who timely excluded themselves from the Willis
14 Class and have not rejoined the Willis Class. The Willis Class consists of the following:

15 "All private (i.e., non-governmental) persons and entities that own
16 real property within the Basin, as adjudicated, that are not presently
17 pumping water on their property and have not done so at any prior
18 time ("the Class"). The Class includes the successors-in-interest by
19 way of purchase, gift, inheritance, or otherwise of such landowners.

20 The Class excludes the defendants herein, any person, firm, trust,
21 corporation, or other entity in which any defendant has a controlling
22 interest or which is related to or affiliated with any of the
23 defendants, and the representatives, heirs, affiliates, successors-in-
24 interest or assigns of any such excluded party. The Class also
25 excludes all persons to the extent their properties are connected and
26 receive service from a municipal water system, public utility, or
27 mutual water company. The Class shall [further] exclude all
28 property(ies) that are listed as 'improved' by the Los Angeles
County or Kern County Assessor's office, unless the owners of such
properties declare under penalty of perjury that they do not pump
and have never pumped water on those properties."

24 IV. SETTLEMENT TERMS

25 In consideration of the covenants and agreements set forth herein, and of the releases and
26 dismissals described below, the Settling Parties agree to settle and compromise the claims that
27 have been asserted or that could have been asserted between and among the Willis Class and the
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1 Settling Defendants, subject to Court approval, on the following terms and conditions:

2 A. Native Safe Yield.

3 Settling Defendants and the United States contend that the best estimate of the Basin's
4 Native Safe Yield is 82,300 acre-feet per year. The Willis Class agrees not to challenge or
5 otherwise contest the Native Safe Yield proposed by the Settling Defendants as long as it is at
6 least 82,300 acre-feet per year. The Settling Parties understand and agree that, in the absence of
7 stipulation by all parties in the Coordinated Actions, the Court will decide the Basin's Native Safe
8 Yield following trial, and the Settling Parties agree to be bound by the Court's determination in
9 that regard even if some or all of them do not participate in such a trial.

10 B. Total Safe Yield.

11 The Settling Defendants contend that the best estimate of the Basin's Total Safe Yield is
12 110,500 acre-feet per year. The Willis Class agrees not to challenge or otherwise contest that
13 estimate. The Settling Parties understand and agree that, in the absence of stipulation by all
14 parties in the Coordinated Actions, the Court will decide the Basin's Total Safe Yield following
15 trial, and the Settling Parties agree to be bound by the Court's determination in that regard even if
16 some or all of them do not participate in such a trial.

17 C. Federal Reserved Right.

18 The United States contends that it is entitled to a Federal Reserved Right. The Settling
19 Parties agree that the Federal Government has a Federal Reserved Right to use a portion of the
20 Native Safe Yield. The Settling Parties agree that the Court will decide the amount of the Federal
21 Reserved Right and they agree to be bound by the Court's determination.

22 D. Allocation Of Federally Adjusted Native Safe Yield.

23 The Settling Parties agree to be bound by the Court's determination of the amounts of the
24 Basin's Native Safe Yield and the United States' Federal Reserved Right. The Basin's Federally
25 Adjusted Native Safe Yield shall be the Basin's Native Safe Yield less the prior year's production
26 of water by the United States (not to exceed the Federal Reserved Right). The Settling Parties
27 agree that the Settling Defendants and the Willis Class Members each have rights to produce
28 groundwater from the Basin's Federally Adjusted Native Safe Yield.

SETTLEMENT STIPULATION

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1. Settling Defendants' Water Rights

Settling Defendants have asserted in the Coordinated Actions that they have obtained prescriptive rights to the Basin's Native Safe Yield. This Stipulation shall neither be construed to recognize prescriptive rights nor to limit the Settling Defendants' prescriptive claims vis-a-vis the Basin or any non-settling parties, but rather as an agreement to fairly allocate the Settling Parties' respective rights to use the Basin's water. The Settling Parties agree that the Settling Defendants collectively have the right to produce up to 15% of the Basin's Federally Adjusted Native Safe Yield free of any Replacement Assessment. The Willis Class will not take any positions or enter into any agreements that are inconsistent with the exercise of the Settling Defendants' rights.

2. Willis Class Members' Pumping Rights

The Settling Parties agree that the Willis Class Members have an Overlying Right to a correlative share of 85% of the Federally Adjusted Native Safe Yield for reasonable and beneficial uses on their overlying land free of any Replacement Assessment. The Settling Defendants will not take any positions or enter into any agreements that are inconsistent with the exercise of the Willis Class Members' Overlying Right to produce and use their correlative share of 85% of the Basin's Federally Adjusted Native Safe Yield.

a. Safe Harbor.

The Willis Class Members acknowledge that the Settling Defendants may at trial prove prescriptive rights against all groundwater pumping in the Basin during a prior prescriptive period. If the Settling Defendants do prove prescriptive rights, Settling Defendants shall not exercise their prescriptive rights to diminish the Willis Class Members' Overlying Right below a correlative share of 85% of the Basin's Federally Adjusted Native Safe Yield. If the Settling Defendants fail to prove any prescriptive rights, this Agreement shall not diminish at all the rights of Willis Class Members to make reasonable and beneficial use of a correlative share of the Basin's Federally Adjusted Native Safe Yield. In no event shall this Agreement require the Willis Class Members to give to the Settling Defendants more than 15% of any rights to use the Basin's groundwater that they may obtain by way of settlement or judgment. If there is a subsequent Court decision whereby the Court determines that the Willis Class Members do not

SETTLEMENT STIPULATION

1 have Overlying Rights, this Agreement shall not require Settling Defendants to give the Willis
2 Class Members any right to pump from the Native Safe Yield.

3 3. Correlative Rights Of Overlying Landowners

4 The Willis Class Members recognize that other Overlying Owners may have the right to
5 pump correlatively with them 85% of the Federally Adjusted Native Safe Yield of the Basin for
6 reasonable and beneficial uses on their overlying land.

7 4. Return Flows From Imported Water

8 a. The Settling Parties acknowledge and agree that they all have the
9 right to recapture Return Flows from Imported Water that they put to reasonable and beneficial
10 use in the Basin, consistent with California law. The Settling Parties will not be subject to any
11 Replacement Assessment for their production of an amount equal to the Return Flows from
12 Imported Water that they put to reasonable and beneficial use in the Basin.

13 b. Settling Defendants believe that the best estimates of Return Flows
14 from Imported Water are (a) 25% of the water used for agricultural purposes and (b) 28% of the
15 water used for municipal and industrial purposes. Settling Defendants further believe that the best
16 estimate of total annual Return Flows from Imported Water is 28,200 acre-feet of which 25,100
17 acre-feet is from municipal and industrial use and 3,100 acre-feet is from agricultural use. The
18 Willis Class agrees not to contest those estimates, and all Settling Parties agree to be bound by
19 any findings that may later be made by the Court with respect thereto.

20 V. MANAGEMENT OF THE BASIN

21 A. General

22 The Settling Parties agree that the Basin has limited water resources and that they should
23 use their best efforts to conserve and maximize reasonable and beneficial use. The Settling Parties
24 further agree that there is a need to create a groundwater management plan to ensure that
25 pumping from the Basin does not exceed the Basin's Total Safe Yield and that the Court should
26 appoint a Watermaster to oversee the management of the Basin's water resources.

27 B. Physical Solution

28 The Settling Parties expect and intend that this Stipulation will become part of a Physical
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1 Solution entered by the Court to manage the Basin and that the Court will retain jurisdiction in the
2 Coordinated Actions. The Settling Parties agree to be part of such a Physical Solution to the
3 extent it is consistent with the terms of this Stipulation and to be subject to Court-administered
4 rules and regulations consistent with California and Federal law and the terms of this Stipulation.
5 The Settling Parties agree that the Physical Solution may require installation of a meter on any
6 groundwater pump by a Willis Class Member before a Willis Class Member may produce
7 groundwater. The responsibility for the cost of such meters will be determined by the Court.

8 C. Transition Period.

9 The Settling Parties agree that net groundwater production from the Basin needs to be
10 reduced over a period of time from current levels to no more than the Basin's Total Safe Yield.
11 This can be accomplished by reducing pumping and/or purchasing Replacement Water. The
12 Settling Parties agree that the Transition Period should begin at the date of entry of Final
13 Judgment in the Coordinated Actions and should last seven years. During the first two years of
14 the Transition Period no effort will be made to curtail groundwater pumping and no Replacement
15 Assessments will be made. By the end of the seventh year of the Transition Period, groundwater
16 pumping from the Basin without Replacement Assessment for Replacement Water will not
17 exceed the Native Safe Yield.

18 D. Replacement Water.

19 The Settling Parties recognize the right of any Settling Party to produce groundwater from
20 the Basin above their share of the Native Safe Yield, subject to the Physical Solution and to any
21 Replacement Assessment. The Settling Parties agree to provide or purchase Imported Water for
22 all groundwater pumping that exceeds a Settling Party's share of the Federally Adjusted Native
23 Safe Yield. The Settling Parties agree that any Settling Party who produces more than its annual
24 share of the Federally Adjusted Native Safe Yield in any year will be responsible to provide
25 Replacement Water or pay a Replacement Assessment to the Watermaster so that the
26 Watermaster can purchase Imported Water to recharge the Basin.

27 E. Water Storage

28 The Settling Parties agree that water storage in the Basin offers significant benefits and

SETTLEMENT STIPULATION

1 should be encouraged. The Settling Parties further recognize that there is a limit on the Basin's
2 available storage space and that the storage of water for uses within the Basin should have
3 priority over storage for use outside the Basin. Subject to those general principles, the Settling
4 Parties agree that water storage should be permitted and encouraged and agree to support
5 appropriate provisions in the Physical Solution.

6 F. Recycled Water

7 The Settling Parties agree that it is important to encourage the treatment and use of
8 Recycled Water. The Willis Class agrees not to challenge or otherwise contest Settling
9 Defendants' claims to Return Flows from Recycled Water that was reclaimed by the Sanitation
10 Districts of Los Angeles County.

11 VI. PROCEDURES FOR CLASS NOTICE AND HEARING ON MOTIONS FOR
12 PRELIMINARY AND FINAL APPROVAL OF STIPULATION

13 A. Preliminary Approval Motion and Settlement Notice.

14 Settling Plaintiffs shall file a motion for preliminary approval ("Preliminary Approval
15 Motion") of the terms of the Settlement as soon as practicable following execution of this
16 Stipulation by all Settling Parties. The Preliminary Approval Motion will seek entry of an Order
17 Preliminarily Approving Class Action Settlement. The Preliminary Approval Motion shall
18 include a proposed form of notice describing this Stipulation (the "Settlement Notice") to be
19 disseminated to the Willis Class as well as a description of the procedures to be used in
20 disseminating the Settlement Notice. The Settlement Notice shall be disseminated to all Willis
21 Class Members by or under the supervision of counsel for District 40, with the expenses to be
22 borne by District 40. The Settling Parties will attempt to agree upon the language for the
23 Settlement Notice, but agree to be bound by the Court's determination in the event they have any
24 disputes or disagreements in that regard. The Settling Parties agree to use their best efforts to have
25 the Preliminary Approval Motion heard as promptly as is practical.

26 B. Final Approval Hearing.

27 The Settlement Notice will advise Willis Class Members of the date and time set for a
28 Hearing on the Settling Plaintiffs' Motion for Final Approval of the Stipulation, including

SETTLEMENT STIPULATION

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1 advising them of their rights to submit statements in support of or opposition to the Stipulation.
2 The Final Approval Motion shall request that this Court find that the Stipulation and Proposed
3 Final Judgment are fair, reasonable, and adequate to the Willis Class and shall seek entry of a
4 Final Judgment substantially in the form attached hereto as Exhibit A.

5 VII. RELEASES AND DISMISSALS

6 A. Release By Settling Plaintiffs

7 1. In addition to the effect of any Final Judgment entered in accordance with
8 this Stipulation, upon this Stipulation becoming final as set out in Section VIII, Paragraph G of
9 this Stipulation, and in consideration for the settlement consideration set forth above, and for
10 other valuable consideration, the Settling Plaintiffs shall completely release, acquit and forever
11 discharge the Settling Defendants from any and all claims, demands, actions, suits, causes of
12 action, whether class, individual, or otherwise in nature that Settling Plaintiffs, or each of them,
13 ever had, now has, or hereafter can, shall, or may have on account of or in any way arising out of,
14 any and all known or unknown, foreseen or unforeseen, suspected or unsuspected injuries,
15 damages, and the consequences thereof in any way arising out of or relating in any way to the
16 matters at issue in the Willis Action ("Released Claims"). Each Settling Plaintiff may hereafter
17 discover facts other than or different from those which he, she, or it knows or believes to be true
18 with respect to the claims which are the subject matter of this Stipulation, but each Settling
19 Plaintiff hereby expressly waives and fully, finally, and forever, settles and releases, upon this
20 Stipulation becoming final, any known or unknown, suspected or unsuspected, contingent or non-
21 contingent claim with respect to the subject matter of the Stipulation, whether or not concealed or
22 hidden, without regard to the subsequent discovery or existence of such different or additional
23 facts. As provided in the Release set forth above, the Settling Plaintiffs, including any of Settling
24 Plaintiffs' representatives, successors, agents, affiliates, employees, supervisors, officers,
25 directors, or shareholders, agree to waive and release all rights and benefits which they might
26 otherwise have pursuant to Section 1542 of the California Civil Code with regard to the release of
27 such unknown, unanticipated or misunderstood claims, causes of action, liabilities, indebtedness
28 and obligations.

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1 2. The Release set forth in Paragraph VII.A, above, does not include claims
2 by any of the Settling Plaintiffs other than the claims set forth therein. In particular, the Settling
3 Parties recognize that many persons own more than one parcel of land within the Basin. The
4 foregoing Release only binds Willis Class Members and only with respect to those properties
5 within the Basin on which they have not pumped water.

6 B. Release By Settling Defendants

7 In addition to the effect of any Final Judgment entered in accordance with this Stipulation,
8 upon this Stipulation becoming final as set out in Paragraph VIII.G of this Stipulation, and in
9 consideration of the settlement consideration set forth above, and for other valuable
10 consideration, the Settling Defendants completely release, acquit and forever discharge Settling
11 Plaintiffs and the Willis Class Members from any and all claims, demands, actions, suits, causes
12 of action, whether class, individual, or otherwise in nature that Settling Defendants, or any of
13 them, ever had, now has, or hereafter can, shall, or may have arising from or relating in any way
14 to the matters at issue in the Willis Action ("Released Claims"). Each Settling Defendant may
15 hereafter discover facts other than or different from those which he, she, or it knows or believes to
16 be true with respect to the claims which are the subject matter of this Stipulation, but each
17 Settling Defendant hereby waives any right to relief from the provisions of this Stipulation in
18 such event, and fully, finally, and forever, settles and releases, upon this Stipulation becoming
19 final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with
20 respect to the subject matter of the Stipulation, whether or not concealed or hidden, and without
21 regard to the subsequent discovery or existence of such different or additional facts.

22 1. As provided in the Release set forth in Paragraph VII.B, above, the Settling
23 Defendants, including any of Settling Defendants' representatives, successors, agents, affiliates,
24 employees, supervisors, officers, directors, or shareholders, agree to waive and release all rights
25 and benefits which they might otherwise have pursuant to Section 1542 of the California Civil
26 Code with regard to the release of such unknown, unanticipated or misunderstood claims, causes
27 of action, liabilities, indebtedness and obligations.

28 VIII. MISCELLANEOUS PROVISIONS

SETTLEMENT STIPULATION

1 A. No Concession By Any Settling Party

2 It is understood and agreed that this Stipulation represents the compromise of disputed
3 positions with respect to the relevant facts and law. This Stipulation shall not be deemed a
4 concession by any Settling Party as to any fact or the validity or invalidity of any claim or
5 defense.

6 B. Best Efforts and Mutual Cooperation.

7 Settling Plaintiffs and Settling Defendants shall use their best efforts to effectuate this
8 Stipulation and its purpose, and secure the prompt, complete, and final dismissal with prejudice of
9 the Willis Action. The Settling Parties agree to take any and all reasonable steps that may be
10 necessary in that regard, as long as those steps do not require any material deviations from the
11 terms of this Stipulation or impose material new obligations beyond those contemplated by this
12 Stipulation.

13 The Settling Parties recognize that not all parties to the Coordinated Actions have entered
14 into this Stipulation and that a trial may be necessary as against non-settling parties. The Settling
15 Parties agree to cooperate and coordinate their efforts in any such trial or hearing so as to obtain
16 entry of judgment consistent with the terms of this Stipulation; this provision, however, will not
17 require Willis Class counsel to participate in any such trial or render any efforts absent written
18 agreement of Settling Defendants to compensate them for such efforts. Nor shall this Stipulation
19 preclude Settling Plaintiffs from participating in any further proceedings that may affect their
20 rights.

21 C. Adjustments Of Settling Parties' Estimates

22 In the event that the Court enters findings of fact that vary from the estimated amounts
23 that the Settling Parties have agreed to for purposes of this Stipulation (including the length of the
24 Transition Period described in Paragraph V.C.), the Court's findings will be determinative and
25 will supplant the amounts set forth in this Stipulation. For example, if the Court should determine
26 following trial that the Basin's Total Safe Yield is, in fact, 120,000 acre-feet per year (or some
27 other amount), the Court's findings will control.

28 D. Fees And Costs Of Settling Plaintiff's Counsel

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1 The Settling Parties understand that Willis Class counsel intend to seek an award of their
2 fees and costs from the Court. Any such awards will be determined by the Court unless agreed to
3 by the Settling Parties. Settling Defendants will likely oppose the motion for fees and costs. If
4 Willis Class Counsel obtain an award of fees, Settling Defendants agree to exercise their best
5 efforts to pay any fee award within a reasonable period of time or as required pursuant to Court
6 order. Willis Class Counsel agree that they will not seek any attorneys' fees and/or costs from
7 Settling Defendants for any efforts Willis Class Counsel undertake after the Court's entry of Final
8 Judgment approving the Settlement, except with respect to the following: (a) any reasonable and
9 appropriate efforts by Willis Class Counsel to enforce the terms of this Stipulation against
10 Settling Defendants in the event Settling Defendants fail to comply with a provision of this
11 Stipulation; (b) any reasonable and appropriate efforts by Willis Class Counsel to defend against
12 any new or additional claims or causes of action asserted by Settling Defendants against the
13 Willis Class in pleadings or motions filed in the Consolidated Actions; (c) any reasonable and
14 appropriate efforts by Willis Class Counsel that are undertaken in response to a written Court
15 order stating that, pursuant to this provision, Class counsel may seek additional fees for specified
16 efforts from Settling Defendants pursuant to Code of Civil Procedure section 1021.5; (d) any
17 reasonable and appropriate efforts by Willis Class Counsel that are undertaken in response to a
18 written request by Settling Defendants executed by counsel for all Settling Defendants that Class
19 Counsel participate in future aspects of the Consolidated Actions (e.g., the negotiation of a
20 Physical Solution); or (e) any reasonable and appropriate efforts that Willis Class Counsel render
21 to defend a fee award in their favor in the event the Settling Defendants appeal such a fee award
22 and the Court of Appeal affirms the fee award in the amount of 75 percent or more of the fees
23 awarded by the Superior Court. Willis Class Counsel remain free to seek an award of fees from
24 other parties to the litigation.

25 E. Retention Of Jurisdiction

26 The Superior Court of the State of California for Los Angeles County shall retain
27 jurisdiction over the implementation, enforcement, and performance of this Stipulation, and shall
28 have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating
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1 to this Stipulation or the applicability of this Stipulation.

2 F. Choice Of Law

3 This Stipulation shall be governed and construed by the substantive laws of the State of
4 California.

5 G. Finality

6 a. This Stipulation shall be effective on the Effective Date, which
7 shall occur when the Court has entered a Final Judgment approving this Stipulation and one of the
8 following events occurs; (i) if an appeal is taken, the date of final affirmance of the Final
9 Judgment, or if petition for review is granted by California Supreme Court or writ of certiorari is
10 granted by United States Supreme Court, the date of final affirmance of the Final Judgment
11 following review pursuant to such grant; or (ii) the date of final dismissal of any appeal from
12 Final Judgment or the final dismissal of any proceedings on petition to review the Final
13 Judgment; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing of any
14 appeal from the Final Judgment, i.e., sixty (60) days after notice of entry of the Final Judgment.

15 b. In the event that the Court refuses to approve this Stipulation, or
16 any material part hereof, or if such approval is materially modified or set aside on appeal, or if the
17 Final Judgment is not entered in accordance with this Stipulation, appellate review is sought, and
18 on such review, such Final Judgment is not affirmed as to all material parts, then any of the
19 Settling Parties to the Stipulation have the option to rescind this Stipulation in its entirety. Written
20 notice of the exercise of any such right to rescind shall be made according to the terms of this
21 Paragraph VIII.L below within thirty (30) days of the triggering event.

22 H. Integrated Agreement

23 This Stipulation constitutes the entire, complete and integrated agreement among the
24 Settling Parties, and supersedes all prior or contemporaneous undertakings of the Settling Parties
25 in connection herewith. This Stipulation may not be modified or amended except in writing
26 executed by the Settling Parties and approved by the Court. It shall be construed and interpreted
27 to effectuate the intent of the Settling Parties which is to provide, through this Stipulation, for a
28 complete resolution of the relevant claims between the Settling Parties on the terms provided in

SETTLEMENT STIPULATION

1 this Stipulation. Notwithstanding the foregoing, the Settling Parties intend and agree that this
2 Stipulation will later be incorporated into a Physical Solution, as defined above, which is
3 consistent with the terms of this Stipulation.

4 I. Waiver

5 The waiver by any Settling Party of its rights under any provision of this Stipulation or of
6 any breach of this Stipulation shall not be deemed a waiver of any other provision or subsequent
7 breach of this Stipulation.

8 J. Intended Beneficiaries

9 This Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors
10 and assigns of the Settling Plaintiffs and Settling Defendants. Without limiting the generality of
11 the foregoing, this Stipulation shall bind each and every subsequent property owner who acquires
12 property in the Basin from a Willis Class Member as well as persons who subsequently acquire
13 such properties.

14 K. Interpretation and Construction

15 The terms of this Stipulation have been arrived at by negotiation and mutual agreement,
16 with consideration of and participation by all Settling Parties and with the advice of counsel.
17 Neither Settling Plaintiffs nor Settling Defendants shall be considered to be the drafter of this
18 Stipulation or any of its provisions for the purpose of any statute, case law, or rule of
19 interpretation or construction that would or might cause any provision to be construed against the
20 drafter of this Stipulation (including but not limited to Civil Code Section 1654). The descriptive
21 headings of any paragraphs or sections of this Stipulation are inserted for convenience only and
22 do not constitute a part of this Stipulation.

23 L. Notices

24 Where this Stipulation requires either party to provide notice or any other communication
25 or document to the other, such notice shall be in writing, and such notice, communication, or
26 document shall be provided by personal delivery, facsimile transmission, overnight delivery, or
27 letter sent by United States mail with delivery confirmation. Notice may be provided to the
28 Settling Parties through their counsel of record at the following addresses:

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California Water Service Company:	Attn: President California Water Service Company 1720 North First Street San Jose, California 95112
with a copy to:	John Tootle California Water Service Company 2632 West 237th Street Torrance, California 90505
City of Palmdale:	Attn: City Manager 38300 Sierra Highway Palmdale, California 93550
with a copy to:	James Markman Richards, Watson & Gerson 355 South Grand Avenue, 40th Floor Los Angeles, California 90071
Littlerock Creek Irrigation District:	Attn: General Manager 35141 87th Street East Littlerock, California 93543
with a copy to:	Wayne Lemieux Lemieux & O'Neill 2393 Townsgate Rd., Suite 201 Westlake Village, California 91361
Los Angeles County Waterworks District No. 40:	Attn: Director 260 East Avenue K-8 Lancaster, California 93535
with a copy to:	Michael Moore Los Angeles county Counsel Office 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012
with a copy to:	Eric L. Garner

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	Best Best & Krieger LLP 3750 University Avenue P.O.B 1028 Riverside, California 92502
Palmdale Water District:	Attn: General Manager 2029 E. Avenue Q Palmdale, California 93550
with a copy to:	Thomas Bunn III Lagerlof, Senecal, Gosney & Kruse, LLP 301 North Lake Avenue, 10th floor Pasadena, California 91101-4108
Palm Ranch Irrigation District:	Attn: General Manger 4871 West Avenue M. (Colombia Way) Quartz Hill, California 93536
with copy to:	Wayne Lemieux Lemieux & O'Neill 2393 Townsgate Rd., Suite 201 Westlake Village, California 91361
Quartz Hill Water District:	Attn: General Manager 42141 N. 50th Street West Quartz Hill, California 93536
with copy to:	Bradley Weeks Charlton Weeks LLP 107 West Avenue M-14, Suite A Palmdale, California 93551
Phelan Pinon Hills Community Services District:	Attn: General Manager 4037 Phelan Road, Suite C-1 Phelan, California 92371
with copy to:	Francis Logan Law Office of Susan Trager 19712 MacArthur Blvd. #120 Irvine, California 92612
Rosamond Community Services District:	Attn: General Manager

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	3179 35th Street W Rosamond California 93560
with a copy to:	Eric L. Garner Best Best & Krieger LLP 3750 University Avenue P.O.Box 1028 Riverside, California 92502
Willis Class:	Rebecca Lee Willis
With a copy to:	Ralph Kalfayan Krause Kalfayan Benink & Slavens LLP 625 Broadway, Ste. 635 San Diego, CA 92101

or to such other address as any Settling Party shall, from time to time, specify in the manner provided herein.

M. No Admissions

Neither this Stipulation, nor any act performed or document executed pursuant to or in furtherance of this Stipulation is or may be deemed to be or may be used as an admission of, or evidence of, (i) the validity of any claim or defense; or (ii) the appropriateness or inappropriateness of any Willis Class Member or other representational capacity, whether contemporaneously with this Stipulation or at any time in the future.

N. Execution

This Stipulation may be executed in counterparts by Settling Plaintiffs and Settling Defendants, and a facsimile signature shall be deemed an original signature for purposes of executing this Stipulation. Each of the undersigned persons represents that he or she is fully authorized to enter into the terms and conditions of and to execute this Stipulation by the party for which he or she has signed the Stipulation.

IN WITNESS HEREOF, the undersigned being duly authorized, have executed this Stipulation on the dates shown below.

Rebecca Lee Willis

Approved as to form by: Ralph Kalfayan

SETTLEMENT STIPULATION

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By: Rebecca Lee Wilks

California Water Service

By: _____

City of Palmdale

By: _____

Littlerock Creek Irrigation District

By: _____

Los Angeles County Waterworks
District No. 40

By: [Signature]
Chair, Board of Supervisors



Attest:
Sachi A. Hamai,
Executive Officer-Clerk Of the Board of
Supervisors

By: [Signature]
DEPUTY

Palmdale Water District

By: _____

SETTLEMENT STIPULATION

By: [Signature]

Approved as to form by: John Tootle

By: _____

Approved as to form by: James Markman

By: _____

Approved as to form by: Wayne Lemieux

By: _____

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

By: [Signature]
Warren R. Wellen, Principal Deputy
County Counsel

Approved as to form by: Eric L. Garner

By: _____

Approved as to form by: Tom Bunn

By: _____

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By: _____

California Water Service

By: _____

City of Palmdale

By: James J. Markman

Littlerock Creek Irrigation District

By: _____

Los Angeles County Waterworks
District No. 40

By: _____
Chair, Board of Supervisors

Attest:
Sachi A. Hamai,
Executive Officer-Clerk Of the Board of
Supervisors

By: _____

Palmdale Water District

By: _____

SETTLEMENT STIPULATION

By: _____

Approved as to form by: John Tootle

By: _____

Approved as to form by: James Markman

By: James J. Markman

Approved as to form by: Wayne Lemieux

By: _____

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

By: _____
Warren R. Wellen, Principal Deputy
County Counsel

Approved as to form by: Eric L. Garner

By: _____

Approved as to form by: Tom Bunn

By: _____

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1 By: _____

By: _____

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3 California Water Service

Approved as to form by: John Tootle

4

5 By: _____

By: _____

6 City of Palmdale

Approved as to form by: James Markman

7

8 By: _____

By: _____

9 Littlerock Creek Irrigation District

Approved as to form by: Wayne Lemieux

10

11 By: B. J. Bones

By: Wayne Lemieux

12 Los Angeles County Waterworks
13 District No. 40

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

14 By: _____
15 Chair, Board of Supervisors

By: _____
Warren R. Wellen, Principal Deputy
County Counsel

16

17

Approved as to form by: Eric L. Garner

18

19

By: _____

20 Attest:
21 Sachi A. Hamai,
22 Executive Officer-Clerk Of the Board of
Supervisors

23 By: _____

24

25 Palmdale Water District

Approved as to form by: Tom Bunn

26

27 By: _____

By: _____

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SETTLEMENT STIPULATION

- 23 -

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By: _____

California Water Service

By: _____

City of Palmdale

By: _____

Littlerock Creek Irrigation District

By: _____

Los Angeles County Waterworks
District No. 40

By: *[Signature]*
Chair, Board of Supervisors



Attest:
Sachi A. Hamai,
Executive Officer-Clerk Of the Board of
Supervisors

By: *[Signature]*
DEPUTY

Palmdale Water District

By: *[Signature]*

By: _____

Approved as to form by: John Tootle

By: _____

Approved as to form by: James Markman

By: _____

Approved as to form by: Wayne Lemieux

By: _____

Approved as to form by:
Andrea Sheridan Ordin, County Counsel

By: *[Signature]*
Warren R. Wellen, Principal Deputy
County Counsel

Approved as to form by: Eric L. Garner

By: _____

Approved as to form by: Tom Bunn

By: *[Signature]*

SETTLEMENT STIPULATION

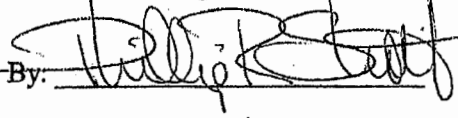
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Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

By: 

By: 

Phelan Pinon Hills Community Services District

Approved as to form by: Francis Logan

By: _____

By: _____

Quartz Hill Water District

Approved as to form by: Brad Weeks

By: _____

By: _____

Rosamond Community Services Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

Desert Lake Community Services District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

North Edwards Water District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

SETTLEMENT STIPULATION

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Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

Phelan Pinon Hills Community Services District

Approved as to form by: Francis Logan

By: _____

By: _____

Quartz Hill Water District

Approved as to form by: Brad Weeks

By: *Albert J. Rick SR.*

By: *Brad Weeks*

Rosamond Community Services Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

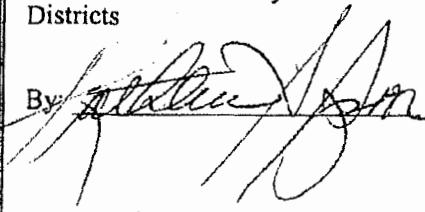
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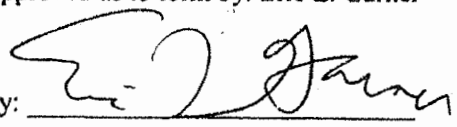
Rosamond Community Services
Districts

Approved as to form by: Eric L. Garner

By:



By:



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SETTLEMENT STIPULATION

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Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

Phelan Pinon Hills Community Services District

Approved as to form by: Francis Logan

By: _____

By: _____

Quartz Hill Water District

Approved as to form by: Brad Weeks

By: _____

By: _____

Rosamond Community Services Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

Desert Lake Community Services District

Approved as to form by: Wayne Lemieux

By: *Stellie A. Katsopoulos*

By: *Wayne Lemieux*

North Edwards Water District

Approved as to form by: Wayne Lemieux

By: _____

By: *Wayne Lemieux*

SETTLEMENT STIPULATION

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CA 92502

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Palm Ranch Irrigation District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

Phelan Pinon Hills Community Services District

Approved as to form by: Francis Logan

By: _____

By: _____

Quartz Hill Water District

Approved as to form by: Brad Weeks

By: _____

By: _____

Rosamond Community Services Districts

Approved as to form by: Eric L. Garner

By: _____

By: _____

Desert Lake Community Services District

Approved as to form by: Wayne Lemieux

By: _____

By: _____

North Edwards Water District

Approved as to form by: Wayne Lemieux

By: *Doris N. Kostasoulas*

By: *Wayne Lemieux*

SETTLEMENT STIPULATION