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

15 Coordination Proceeding  
16 Special Title (Rule 1550(b))

17 ANTELOPE VALLEY GROUNDWATER  
18 CASES

19 RICHARD A. WOOD, an individual, on  
20 behalf of himself and all others similarly  
21 situated,

22 Plaintiff,

23 v.

24 LOS ANGELES COUNTY  
25 WATERWORKS DISTRICT NO. 40; et  
26 al.

27 Defendants.

Judicial Council Coordination  
Proceeding No. 4408  
(Honorable Jack Komar)

Lead Case No. BC 325201

Case No.: BC 391869

**DECLARATION OF MICHAEL D.  
MCLACHLAN IN SUPPORT OF  
REVISED RULES AND  
REGULATIONS FOR  
APPOINTMENT AND ELECTION  
OF WATERMASTER BOARD  
MEMBERS FILED BY PRIVATE  
AND PUBLIC LANDOWNERS**

Date: December 7, 2016  
Time: 10:00 a.m.  
Dept.: Room 222 (Mosk courthouse)



1           5.       The balance of voting power on the watermaster board was of  
2 paramount importance because Mr. O’Leary and I understood that the rights of  
3 the Small Pumper Class members would be in the hands of that Board after our  
4 legal representation terminated. There was no question that all parties  
5 understood that the structural balance of power on the watermaster board was a  
6 perpetual situation, i.e. that the water suppliers would control their two board  
7 seats and that the landowners would do the same. This understanding is  
8 reflected in the Judgment and Physical Solution (as set forth in the Reply brief),  
9 but nevertheless, the Public Water Suppliers seem intent on re-writing the deal  
10 post-judgment.

11           6.       At no point during negotiations do I recall any Public Water  
12 Supplier, or anyone else for that matter, stating that it was the intent and desire  
13 of the Public Water Suppliers to try to obtain voting rights for the two landowner  
14 seats. This would clearly have been inconsistent with the core basis for the  
15 watermaster board seat allocation. It would have been totally unacceptable to me  
16 and my client, and I am informed and believe, essentially every other major  
17 landowner party involved in those discussions. The Public Water Suppliers’  
18 suggestion that the Judgment and Physical Solution implies or was intended to  
19 permit them to acquire voting rights over the landowner board seats is patently  
20 inconsistent with the understanding of all parties as to the balance of voting  
21 power built into the watermaster board through extensive negotiation.

22           7.       The balance of power on the watermaster board was essential to my  
23 agreement to recommend the settlement to Richard Wood, the Class, and the  
24 Court. If the Judgment had permitted Public Water Supplier voting on  
25 landowner seats, I would not have recommended it to the Class and would not  
26 have asked the Court to approve it, nor would Richard Wood have agreed to sign  
27 the Judgment and Physical Solution. It is no secret the interests of the Public  
28

1 Water Suppliers have been, and continue to be, adverse to the interests of the  
2 Small Pumpers, whose interests are most similarly aligned to varying degrees  
3 with other overlying landowners, including the mutual water companies. As the  
4 Court is aware, the Small Pumper Class did not pursue a right to vote for the two  
5 landowners seats because of the mechanical difficulties in doing so. The Class  
6 ceded these voting rights with the full knowledge and understanding that the  
7 other landowners would be controlling the two seats allocated to the landowner  
8 parties.

9 8. Any language in the watermaster voting rules that contemplates  
10 public water supplier voting on the two landowner seats is completely  
11 objectionable, and inconsistent with a central tenant of Class' agreement to  
12 participate in the stipulated Judgment and Physical Solution. The Court must  
13 take all necessary steps to maintain the balance of power, particularly for those  
14 who will have no meaningful way to protect their interests in years to come (i.e.  
15 the small pumpers).

16  
17 I declare under penalty of perjury under the laws of the State of California  
18 that the foregoing is true and correct. Executed this 30<sup>th</sup> day of November, 2016,  
19 at Hermosa Beach, California.

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22 \_\_\_\_\_  
23 Michael D. McLachlan  
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