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9 Attorneys for Cross-complainants
10 LITTLEROCK CREEK IRRIGATION DISTRICT, PALM RANCH IRRIGATION DISTRICT, and
11 Defendants NORTH EDWARDS WATER DISTRICT, DESERT LAKE COMMUNITY SERVICES
12 DISTRICT, LLANO DEL RIO WATER CO., LLANO MUTUAL WATER CO., BIG ROCK MUTUAL
13 WATER CO., QUARTZ HILL WATER DISTRICT

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

16 Coordinated Proceeding)
17 Special Title (Rule 1550(b)))

18 ANTELOPE VALLEY GROUNDWATER)
19 CASES)

20 Included Actions:)

21 Los Angeles County Waterworks District No. 40)
22 v. Diamond Farming Co. Los Angeles County)
23 Superior Court Case No. BC 325201;)

24 Los Angeles County Waterworks District No. 40)
25 v. Diamond Farming Co., Kern County Superior)
26 Court, Case No. S-1500-CV-234348;)

27 Wm. Bolthouse Farms, Inc. v. City of Lancaster)
28 Diamond Farming Co. v. City of Lancaster v.)
29 Palmdale Water District, Riverside County)
30 Superior Court, Consolidated Actions, Case Nos.)
31 RIC 353840, RIC 344436, RIC 344668)

32 AND RELATED CROSS-ACTIONS)
33)

Judicial Council Coordination No. 4408

Santa Clara Case No. 1-05-CV-049053
Assigned to the Honorable Jack Komar

**DECLARATION OF W. KEITH LEMIEUX IN
SUPPORT OF OPPOSITION TO WOOD
CLASS' MOTION FOR AWARD OF
ATTORNEYS' FEES, COSTS AND
INCENTIVE AWARD AND IN SUPPORT OF
JOINDER IN LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40'S
OPPOSITION TO WOOD CLASS' MOTION**

**DATE: April 1, 2016
TIME: 1:30 p.m.
DEPT: TBA**

35 **DECLARATION OF W. KEITH LEMIEUX IN SUPPORT OF OPPOSITION TO WOOD CLASS'
36 MOTION FOR ATTORNEYS' FEES, COSTS AND INCENTIVE AWARD AND IN SUPPORT OF
37 JOINDER IN DISTRICT NO. 40'S OPPOSITION TO WOOD CLASS' MOTION**

1 I, KEITH LEMIEUX, declare as follows:

2 1. I am an attorney at law, licensed to practice before this and all courts of the State of
3 California. I am a partner with Lemieux & O'Neill, counsel of record in this case for LITTLE ROCK
4 CREEK IRRIGATION DISTRICT, PALM RANCH IRRIGATION DISTRICT, NORTH EDWARDS
5 WATER DISTRICT, DESERT LAKE COMMUNITY SERVICES DISTRICT, LLANO DEL RIO
6 WATER CO., LLANO MUTUAL WATER CO., and BIG ROCK MUTUAL WATER CO. Together
7 with these papers I am submitting a substitution of attorney substituting myself in as counsel in this case
8 for QUARTZ HILL WATER DISTRICT. I have personal knowledge of the facts set forth herein, and if
9 called to testify, I could and would competently testify thereto.

10 3. Attached hereto as Exhibit A is a true and correct copy of exhibit 3 to the Physical Solution,
11 setting forth the allocation for each public water supplier.

12 4. Attached hereto as Exhibit B is a true and correct copy of the revised [proposed] Judgment
13 approving the Wood Class Action Partial Settlement posted by attorney McLachlan.

14 Executed this 14th day of March, 2016 in Westlake Village, California.

15 
16 _____
W. Keith Lemieux, Declarant

Producer Name	Non-Overlying Production Rights (in Acre-Feet)	Percentage Share of Adjusted Native Safe Yield
Los Angeles County Waterworks District No. 40	6,789.26	9.605%
Palmdale Water District	2,769.63	3.918%
Little Rock Creek Irrigation District	796.58	1.127%
Quartz Hill Water District	563.73	0.798%
Rosamond Community Services District	404.42	0.572%
Palm Ranch Irrigation District	465.69	0.659%
Desert Lake Community Services District	73.53	0.104%
California Water Service Company	343.14	0.485%
North Edwards Water District	49.02	0.069%
Boron Community Services District	50.00	0.071%
West Valley County Water District	40.00	0.057%
Total Acre Feet:	12,345.00	

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANTELOPE VALLEY GROUNDWATER CASES
This Judgment Relates to Included Action:
RICHARD WOOD, on behalf of himself and all others
similarly situated,
Plaintiff,
v.
LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40, et al.
Defendants.

JUDICIAL COUNCIL
COORDINATION
PROCEEDING NO. 4408
Case No. BC391869
**[proposed] JUDGMENT
APPROVING WOOD CLASS
ACTION PARTIAL
SETTLEMENT**

1 The Court, having reviewed and considered the Motion for Final Approval of Settlement
2 for the Wood Class Stipulation of Settlement dated October 22, 2013 (the “Settlement
3 Agreement”)¹, by and between City of Lancaster, Palmdale Water District, Phelan Piñon Hills
4 Community Services District, and Rosamond Community Services District, (collectively,
5 “Settling Defendants”), and Richard Wood, on behalf of himself and the Class defined below, in
6 the matter styled *Richard Wood v. Los Angeles County Waterworks District No. 40 et al.*, Los
7 Angeles Superior Court Case Number BC391869 (“Wood Class Action”); having reviewed and
8 considered the terms and conditions of the Settlement Agreement; having reviewed and heard any
9 timely filed objections to the Settlement after notice to the class in accordance with the
10 preliminary approval order; and having reviewed and considered the motion of Class Counsel for
11 an award of attorneys’ fees and costs and for an award of compensation to Richard Wood, and
12 having reviewed and considered all opposing papers, the Court makes the following FINDINGS:

13 A. The Court has jurisdiction over all parties to the Settlement Agreement including
14 Class members who did not timely opt out of the Settlement.

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

19 C. Several of these actions were coordinated by the California Judicial Council, by
20 order dated July 11, 2005, and assigned to the Honorable Jack Komar of the Superior Court for
21 the County of Santa Clara (the “Court”).

22 D. The Court held the first phase of trial in October of 2006 for the purpose of
23 determining the boundaries of the Basin for the purposes of these coordinated actions, and did so
24 by an Order dated November 3, 2006.

25 E. The Wood Class Action was filed on June 3, 2008 against certain public water
26 entities asserting claims for declaratory relief, quiet title, and various claims related to the alleged

27 _____
28 ¹ Any capitalized terms in this Judgment that are not defined herein are accorded the
definition set forth in the Settlement Agreement.

1 taking of water rights. The Wood Class action was subsequently added to the Coordinated Cases.

2 F. By order of September 2, 2008, the Court certified the Wood Class, appointed
3 Richard Wood as Class representative, and the Law Offices of Michael D. McLachlan APC and
4 the Law Office of Daniel M. O’Leary as counsel for the Class. By that Order, the Court defined
5 the Class as:

6 All private (i.e. non-governmental) persons and entities that own real property within the
7 Basin, as adjudicated, and that have been pumping less than 25 acre-feet per year on their
8 property during any year from 1946 to the present. The Class excludes the defendants
9 herein, any person, firm, trust, corporation, or other entity in which any defendant has a
10 controlling interest or which is related to or affiliated with any of the defendants, and the
11 representatives, heirs, affiliates, successors-in-interest or assigns of any such excluded party.

12 The Class also excludes all persons and entities that are shareholders in a mutual water
13 company.

14 G. Notice of the pendency of this class action was initially provided to the class by
15 mail and publication, with a final opt out date of December 4, 2009. A list of those parties that
16 opted out of the class, and did not subsequently opt back into the class, is attached as Exhibit 1 to
17 the Declaration of Michael D. McLachlan. These opt out parties did not receive the Notice of
18 Class Settlement, and are not bound by the Settlement or this Judgment.

19 H. On October 25, 2013, this Court issued an order preliminarily approving the
20 Settlement. Notice of this Settlement was provided in accordance with the Court’s order
21 preliminarily approving the settlement and the terms of the Settlement Agreement, as reflected in
22 the Declarations of Jennifer M. Keough and Michael D. McLachlan. Notice was given in an
23 adequate and sufficient manner, and constituted the best practicable notice under the
24 circumstances. Those class members who timely opted out of this Settlement are listed in Exhibit
25 B to the Declaration of Jennifer M. Keough. These parties are not bound by the Settlement or this
26 Judgment.

27 I. The Settlement is a product of good faith, arm’s length negotiations between the
28 Representative Plaintiff and the Settling Defendants and their counsel, which occurred over a

1 lengthy period of time in this litigation. The Settlement, as provided in the Settlement
2 Agreement, is in all respects fair, reasonable, adequate and proper, as between the Settling
3 Parties, and in the best interests of the Class.

4 J. All members of the Class who did not opt out of the Class shall be subject to all
5 the provisions of the Settlement Agreement and this Judgment as entered by the Court (the
6 “Settlement Class” members). The known Settlement Class members are listed in Exhibit 4 to
7 the Declaration of Michael D. McLachlan Regarding Class Membership filed with the Court on
8 January 5, 2014.

9 On the basis of the foregoing findings and the submissions referred to above, IT IS
10 HEREBY ORDERED ADJUDGED AND DECREED:

11 1. The Settling Parties are released forever as to the Released Claims as provided for
12 in the Settlement Agreement. Any claims or rights not specifically released are retained by the
13 Settling Parties. This Final Judgment shall not be construed to prejudice the rights of any of the
14 Non-Settling Parties in the Consolidated Actions, nor shall it prejudice the claims and defenses
15 that the Settling Parties may assert with respect to such Non-Settling Parties, except as otherwise
16 ordered by this Court.

17 2. The Settlement Class members and their heirs, successors, assigns, executors or
18 administrators are permanently barred and enjoined from instituting, commencing, prosecuting,
19 any Released Claim against any of the Released Parties in any forum, other than claims to enforce
20 the terms of the Settlement Agreement. Each member of the Settlement Class has waived and
21 fully, finally and forever settled and released, upon this Judgment becoming final, any known or
22 unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or
23 not concealed or hidden, without regard to the subsequent discovery of different or additional
24 facts.

25 3. The Settling Defendants and their heirs, successors, assigns, executors or
26 administrators are permanently barred and enjoined from instituting, commencing, prosecuting,
27 any Released Claim against any of the Released Parties in any forum, other than claims to enforce
28 the terms of the Settlement Agreement. Each Settling Defendant has waived and fully, finally

1 and forever settled and released, upon this Judgment becoming final, any known or unknown,
2 suspected or unsuspected, contingent or non-contingent Released Claim, whether or not
3 concealed or hidden, without regard to the subsequent discovery of different or additional facts.

4 4. Any prescriptive rights the Settling Defendants may have cannot be exercised to
5 reduce any Overlying Rights the Settlement Class members may have.

6 5. The Settling Parties are ordered to timely comply with all other provisions of the
7 Settlement Agreement.

8 6. Without affecting the finality of this Judgment, the Court hereby reserves and
9 retains jurisdiction over this Settlement, including administration of the Settlement Agreement, as
10 well as any action, proceeding or motion brought to enforce the Settlement Agreement, as well as
11 the ultimate determination of the Settling Parties' water rights and the physical solution. The
12 Settling Parties are subject to the jurisdiction of this Court for any suit, action, proceeding or
13 dispute arising out of or relating to this Judgment or the Settlement Agreement.

14 7. The Court recognizes the significant contribution of Richard Wood in his role as
15 class representative, but defers the consideration of an incentive award until a future date.

16 8. The Court orders payment of attorneys' fees to class counsel in the total amount of
17 \$719,892.29, costs of suit of \$17,037.71, and the costs of disseminating Class Notice, to be paid
18 directly to Garden City Group. These attorneys' fees and costs, excluding the costs for Class
19 Notice, are payable by Settling Defendants in the following amounts:

<u>Defendant</u>	<u>Fees</u>	<u>Costs</u>	<u>Total</u>
Palmdale Water District	\$576,798.94	\$13,651.46	\$590,450.40
Phelan Piñon Hills CSD	\$35,193.80	\$832.95	\$36,026.75
Rosamond CSD	\$107,899.55	\$2,553.73	\$110,453.28

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9. By approving this settlement, the Court finds and determines that the Settling Defendants have no further liability to the Class for payment of attorneys' fees, costs and expenses, either directly or indirectly, unless: (1) the Judgment is overturned on appeal; (2) the Settling Defendants fail to timely pay the fees and costs, in which Wood Class counsel have the right to reasonable attorneys' fees and costs in collecting said attorney fees and costs; (3) the Settling Defendants, or any of them, initiate any post-Judgment proceedings against the Wood Class requesting relief relating to this Agreement; or (4) Settling Defendants initiate further claims against the Wood Class.

Dated: _____

Judge of the Superior Court

1 STATE OF CALIFORNIA,)
2) ss.
3 COUNTY OF VENTURA)

4 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a
5 party to the within action. My business address is 4165 E. Thousand Oaks Blvd., Suite 350, Westlake
6 Village, California 91362.

7 On **March 14, 2016**, I posted the following document(s) to the website <http://www.scefilng.org>, a
8 dedicated link to the Antelope Valley Groundwater Cases, and upon which the parties have agreed this
9 posting constitutes service.

10 **DECLARATION OF W. KEITH LEMIEUX IN SUPPORT OF OPPOSITION TO WOOD
11 CLASS' MOTION FOR AWARD OF ATTORNEYS' FEES, COSTS AND INCENTIVE AWARD
12 AND IN SUPPORT OF JOINDER IN LOS ANGELES COUNTY WATERWORKS DISTRICT
13 NO. 40'S OPPOSITION TO WOOD CLASS' MOTION**

14 By electronically serving through <http://www.scefilng.org>, and addressed to all parties appearing
15 on the <http://www.scefilng.org> electronic service list, the file transmission was reported as complete and
16 a copy of the <http://www.scefilng.org> Filing/Service Receipt will be maintained with a copy of the
17 document in our office.

18 I am readily familiar with the business practice for collection and processing of pleadings and
19 discovery for electronic service with <http://www.scefilng.org>, and that the pleadings and discovery shall
20 be electronically served this same day in the ordinary course of business.

21 I declare under penalty of perjury under the laws of the State of California that the above is true
22 and correct.

23 Executed on March 14, 2016, in Westlake Village, California.

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Kathi Miers