

# Exhibit D

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**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,

vs.

) **~~PROPOSED~~ FINAL JUDGMENT  
APPROVING WILLIS CLASS ACTION  
SETTLEMENT**

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; PHELAN PINON )  
HILL COMMUNITY SERVICE DISTRICT; )  
and DOES 1 through 1,000;

) **Date:  
Time:  
Dept:  
Judge: Hon. Jack Komar  
Coordination Trial Judge**

Defendants.

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, 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, Desert  
2 Lake Community Services District, and North Edwards Water District (collectively, the "Settling  
3 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 final  
7 approval of the proposed settlement, and being fully advised in the premises, **IT IS HEREBY**  
8 **ORDERED, ADJUDGED AND DECREED AS FOLLOWS, PURSUANT TO SECTIONS**  
9 **382 AND 664.6 OF THE CODE OF CIVIL PROCEDURE:**  
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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 the 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.  
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26 5. By Order dated September 11, 2007, the Court certified the Willis Class. As  
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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 in which any defendant has a controlling interest  
9 or which is related to or affiliated with any of the defendants, and the  
10 representatives, heirs, affiliates, successors-in-interest or assigns of any such  
11 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  
all property(ies) that are listed as 'improved' by the Los Angeles County or  
Kern County Assesor'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."

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

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

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

25 9. By Order dated October 28, 2009, the Court stated its intent to consolidate the  
26 various Actions that were coordinated as part of JCCP No. 4008, including the Willis action. On  
27 February 19, 2010, the Court entered an Order Transferring and Consolidating [the Coordinated]

1 Actions for All Purposes. As provided in the Consolidation Order, this Final Judgment shall not  
2 be construed to prejudice the rights of any of the Non-Settling Parties in the Consolidated  
3 Actions nor shall it prejudice the claims and defenses that the Settling Parties may assert with  
4 respect to such Non-Settling Parties.

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

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

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

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

22 14. The Stipulation of Settlement submitted by the Settling Parties is hereby finally  
23 approved as fair, reasonable, and in the best interests of the Class, and the parties are directed to  
24 consummate the Settlement in accordance with its terms.

25 15. The Complaint in the Willis Action shall be deemed dismissed with prejudice as  
26 soon as this Final Judgment becomes effective under the terms of the Settlement Stipulation.

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

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

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

19 19. The Settling Defendants and their heirs, executors, administrators, successors, and  
20 assigns are hereby permanently barred and enjoined from instituting, commencing, prosecuting,  
21 or continuing to prosecute, either directly or indirectly, any Released Claim against any of the  
22 Class Members in any forum, other than claims to enforce the terms of the Settlement. Each  
23 Settling Defendant may hereafter discover facts other than or different from those which he or  
24 she knows or believes to be true with respect to the Released Claims. Nevertheless, each Settling  
25 Defendant waives and fully, finally and forever settles and releases, upon the Settlement  
26 Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or  
27 noncontingent Released Claim, whether or not concealed or hidden, without regard to the

1 subsequent discovery or existence of such different or additional facts.

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

10 21. The Court retains jurisdiction to consider an application by Plaintiff and Class  
11 Counsel for an award of attorneys' fees and reimbursement of costs, as well as an incentive  
12 award to the Representative Plaintiff, as well as any other collateral matters. Any such matters  
13 shall be addressed by separate Order, and the Court retains jurisdiction to enter such further  
14 Orders.

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17 Date: MAY 12, 2011

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Judge of the Superior Court  
HON. JACK KOMAR