

Exhibit A

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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] FINAL JUDGMENT
APPROVING WOOD CLASS
ACTION SETTLEMENT**

1 The Court, having reviewed and considered the Motion for Final Approval of Settlement
2 for the Wood Class Stipulation of Settlement dated March 25, 2011 (the “Settlement
3 Agreement”)¹, by and between California Water Service Company, City of Palmdale, City of
4 Lancaster, Littlerock Creek Irrigation District, Los Angeles Waterworks District No. 40,
5 Palmdale Water District, Palm Ranch Irrigation District, Phelan Pinon Hills Community Services
6 District, Quartz Hill Water District, and Rosamond Community Services District, Desert Lake
7 Community Services District and North Edwards Water District (collectively, “Settling
8 Defendants”), and Richard Wood, on behalf of himself and the Class defined below, in the matter
9 styled *Richard Wood v. Los Angeles County Waterworks District No. 40 et al.*, Los Angeles
10 Superior Court Case Number BC391869 (“Wood Class Action”); having reviewed and
11 considered the terms and conditions of the Settlement Agreement; having reviewed and heard any
12 timely filed objections to the Settlement after notice to the class in accordance with the
13 preliminary approval order; and having reviewed and considered the motion of Class Counsel for
14 an award of attorneys’ fees and costs and for an award of compensation to Richard Wood, and
15 having reviewed and considered all opposing papers, the Court makes the following FINDINGS:

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

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

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

25 D. The Court held the first phase of trial in October of 2006 for the purpose of
26 determining the boundaries of the Basin for the purposes of these coordinated actions, and did so

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 by an Order dated November 3, 2006.

2 E. The Wood Class Action was filed on June 3, 2008 against certain public water
3 entities asserting claims for declaratory relief, quiet title, and various claims related to the alleged
4 taking of water rights. The Wood Class action was subsequently added to the Coordinated Cases.

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

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

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

22 H. On _____, 2011, this Court issued an order preliminarily approving the Settlement.
23 Notice of this Settlement was provided in accordance with the Court's order preliminarily
24 approving the settlement and the terms of the Settlement Agreement, as reflected in the
25 Declarations of _____. Notice was given in an adequate and sufficient manner, and
26 constituted the best practicable notice under the circumstances. Those class members who timely
27 opted out of this Settlement are listed in Exhibit 2 to the Declaration of _____. These parties
28 are not bound by the Settlement or this Judgment.

1 I. The Settlement is a product of good faith, arm's length negotiations between the
2 Representative Plaintiff and the Settling Defendants and their counsel, which occurred over a
3 lengthy period of time in this litigation. The Settlement, as provided in the Settlement
4 Agreement, is in all respects fair, reasonable, adequate and proper and in the best interests of the
5 Class.

6 J. All members of the Class who did not opt out of the Class shall be subject to all
7 the provisions of the Settlement Agreement and this Judgment as entered by the Court (the
8 "Settlement Class" members). The Settlement Class members are listed in Exhibit _ to the
9 Declaration of _____ filed with the Court.

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

12 1. The Settling Parties are released forever as to the Released Claims as provided for
13 in the Settlement Agreement. Any claims or rights not specifically released are retained by the
14 Settling Parties.

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

23 3. The Settling Defendants and their heirs, successors, assigns, executors or
24 administrators are permanently barred and enjoined from instituting, commencing, prosecuting,
25 any Released Claim against any of the Released Parties in any forum, other than claims to enforce
26 the terms of the Settlement Agreement. Each Settling Defendant has waived and fully, finally
27 and forever settled and released, upon this Judgment becoming final, any known or unknown,
28 suspected or unsuspected, contingent or non-contingent Released Claim, whether or not

1 concealed or hidden, without regard to the subsequent discovery of different or additional facts.

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

4 5. To the extent the Court ultimately enters an order or judgment of physical solution
5 consistent with the rights and obligations of the Settling Parties as set forth in the Settlement
6 Agreement, the Settlement Class members shall be bound by such order or judgment.

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

9 7. Without affecting the finality of this Judgment, the Court hereby reserves and
10 retains jurisdiction over this Settlement, including administration of the Settlement Agreement, as
11 well as any action, proceeding or motion brought to enforce the Settlement Agreement. 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 8. The Court orders payment of attorneys' fees to class counsel in the total amount of
15 _____, and costs of suit of _____. These attorneys' fees and costs are payable
16 by Settling Defendants in the following amounts: [insert allocation].

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18 Date: _____
19 _____
20 Judge of the Superior Court

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