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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 SMALL
PUMPER CLASS ACTION
SETTLEMENT**

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

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

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

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

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 did so by an Order dated November 3, 2006.

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

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

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

18 G. Notice of the pendency of this class action was initially provided to the class
19 by mail and publication, with a final opt out date of December 4, 2009. A list of those
20 parties that opted out of the class, and did not subsequently opt back into the class, is
21 attached as Exhibit 1 to the Declaration of Michael D. McLachlan and Exhibit B to the
22 Declaration of Jennifer M. Keough (filed December 3, 2013). These opt out parties did
23 not receive the Notice of Class Settlement, and are not bound by the Settlement or this
24 Judgment.

25 H. On March __, 2015, this Court issued an order preliminarily approving the
26 Settlement. Notice of this Settlement was provided in accordance with the Court’s order
27 preliminarily approving the settlement and the terms of the Settlement Agreement, as
28 reflected in the Declarations of ____ [administrator] and Michael D. McLachlan. Notice

1 was given in an adequate and sufficient manner, and constituted the best practicable notice
2 under the circumstances.

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

8 J. All members of the Class who did not opt out of the Class shall be subject to
9 all the provisions of the Settlement Agreement and this Judgment as entered by the Court
10 (the "Settlement Class" members). The known Settlement Class members are listed in
11 Exhibit __ to the Declaration of Michael D. McLachlan Regarding Class Membership
12 filed with the Court on _____, 2015.

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

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

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

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

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

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

6. Without affecting the finality of this Judgment, the Court hereby reserves and retains jurisdiction over this Settlement, including administration of the Settlement Agreement, as well as any action, proceeding or motion brought to enforce the Settlement Agreement. The Settling Parties are subject to the jurisdiction of this Court for any suit, action, proceeding or dispute arising out of or relating to this Judgment or the Settlement Agreement.

7. The Court recognizes the significant contribution of Richard Wood in his role as class representative, and awards him _____ by way of incentive compensation.

8. The Court orders payment of attorneys' fees to class counsel in the total amount of \$_____, costs of suit of \$_____, and the costs of disseminating Class Notice, to be paid directly to [administrator].

Dated: _____

Judge of the Superior Court