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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. BC 391869

**[proposed] JUDGMENT APPROVING
SMALL PUMPER CLASS ACTION
SETTLEMENTS**

1 **THE 2013 PARTIAL SETTLEMENT**

2 By Order dated December 11, 2013, the Court approved the Motion for Final Approval of
3 Settlement for the Small Pumper Class Stipulation of Settlement dated October 17, 2013 (the
4 “2013 Partial Settlement”),¹ by and between City of Lancaster, Palmdale Water District, Phelan
5 Piñon Hills Community Services District, and Rosamond Community Services District,
6 (collectively, “2013 Settling Defendants”), and Richard Wood, on behalf of himself and the Class
7 defined below, in the matter styled *Richard Wood v. Los Angeles County Waterworks District No.*
8 *40 et al.*, Los Angeles Superior Court Case Number BC391869 (“Small Pumper Class Action”).
9 Having reviewed and considered the terms and conditions of the 2013 Partial Settlement; having
10 reviewed and heard any timely filed objections to the 2013 Partial Settlement after notice to the
11 class in accordance with the preliminary approval order; and having reviewed and considered the
12 motion of Class Counsel for an award of attorneys’ fees and costs and for an award of
13 compensation to Richard Wood, and having reviewed and considered all opposing papers, the
14 Court approved the 2013 Partial Settlement, based in part, upon the pertinent findings below, and
15 as further reflected in the record for the hearings.

16 **THE 2015 SETTLEMENT**

17 On March 4, 2015, Class Counsel filed Small Pumper Class Stipulation of Settlement,
18 dated February 24, 2015 (the “2015 Settlement”), to which was attached as and incorporated
19 therein as Exhibit A, the Stipulation for Entry of Judgment and Physical Solution. The 2015
20 Settlement was entered into between Richard Wood, on behalf of the Small Pumper Class, on the
21 one hand, and California Water Service Company, City of Palmdale, Desert Lake Community
22 Services District, Littlerock Creek Irrigation District, Los Angeles Waterworks District No. 40
23 Palm Ranch Irrigation District, and Quartz Hill Water District (“2015 Settling Defendants”).²

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26 ¹ Any capitalized terms in this Judgment that are not defined herein are accorded the
27 definitions set forth in the Settlement Agreements, and exhibits thereto.

28 ² The 2013 Settling Defendants and the 2015 Settling Defendants are jointly referred to
below as the “Settling Defendants.” Richard Wood, the Small Pumper Class Members, and the
Settling Defendants are hereinafter referred to as the “Settling Parties.”

1 After reviewed and considered the terms and conditions of the 2015 Settlement and
2 exhibits thereto; having reviewed and heard any timely filed objections to the 2015 Settlement
3 after notice to the class in accordance with the preliminary approval order and having reviewed
4 and considered all opposing papers; the Court conditionally approved it, as further set forth in the
5 Court's Order of August 4, 2015, as well as the hearing transcript of that date. The Court
6 subsequently heard evidence and argument in support of and in opposition to the claims presented
7 by various parties, as the proposed Judgment and Physical Solution. On November 4, 2015, the
8 Court issued its oral tentative decision granting final approval to the 2015 Settlement. The
9 Court's ruling is explained in the resulting Statement of Decision.

10
11 In support of this Judgment, which covers all claims contained in the Small Pumper Class
12 Action, all of which are resolved by the 2013 Partial Settlement and the 2015 Settlement, the
13 Court makes the following FINDINGS:

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

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

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

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

26 E. The Small Pumper Class Action was filed on June 3, 2008 against certain public
27 water entities asserting claims for declaratory relief, quiet title, and various claims related to the
28 alleged taking of water rights. The Small Pumper Class action was subsequently added to the

1 Coordinated Cases.

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

16 H. On October 25, 2013, the Court issued an order preliminarily approving the 2013
17 Partial Settlement. Notice of this Settlement was provided in accordance with the Court’s order
18 preliminarily approving the settlement and the terms of the Settlement Agreement. Notice was
19 given in an adequate and sufficient manner, and constituted the best practicable notice under the
20 circumstances. Those class members who timely opted out of this Partial Settlement, or in
21 response to the initial class notice in 2009 (and who did not subsequently opt back into the Class)
22 are not bound by the settlements or this Judgment (but may be bound by the final judgment in
23 these coordinated proceedings). On or about January 7, 2014, the Court approved the 2013
24 Partial Settlement between the Small Pumper Class and the 2013 Settling Defendants.

25 I. On April 6, 2015, the Court issued an order preliminarily approving the 2015
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. Notice was
28 given in an adequate and sufficient manner, and constituted the best practicable notice under the

1 circumstances, as set forth in the Declarations of Jennifer M. Keogh and Michael D. McLachlan,
2 both filed June 4, 2015. No class member timely filed an objection to the 2015 Settlement.

3 J. The 2013 Partial Settlement and the 2015 Settlement are both a product of good
4 faith, arm's length negotiations between the Representative Plaintiff and the Settling Defendants
5 and their counsel, which occurred over a lengthy period of time in this litigation. The 2013
6 Partial Settlement and the 2015 Settlement, as provided in the Settlement Agreements, are in all
7 respects fair, reasonable, adequate and proper, as between the Settling Parties, and in the best
8 interests of the Class.

9 K. All members of the Class who did not opt out of the Class shall be subject to all
10 the provisions of the 2013 Partial Settlement, the 2015 Settlement, and this Judgment as entered
11 by the Court (the "Settlement Class" members). The known Small Pumper Class members are
12 listed in Exhibit A, attached hereto.

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

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

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

27 3. The Settling Defendants and their heirs, successors, assigns, executors or
28 administrators are permanently barred and enjoined from instituting, commencing, prosecuting,

1 any Released Claim against any of the Released Parties in any forum, other than claims to enforce
2 the terms of the Settlement Agreement. Each Settling Defendant has waived and fully, finally
3 and forever settled and released, upon this Judgment becoming final, any known or unknown,
4 suspected or unsuspected, contingent or non-contingent Released Claim, whether or not
5 concealed or hidden, without regard to the subsequent discovery of different or additional facts.

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

8 5. The Small Pumper Class members are bound by the Judgment and Physical
9 Solution, and their rights and obligations are relative to future groundwater use are set forth
10 therein.

11 6. The Settling Parties are ordered to timely comply with all other provisions of the
12 2013 Partial Settlement and the 2015 Settlement.

13 7. Without affecting the finality of this Judgment, the Court hereby reserves and
14 retains jurisdiction over the 2013 Partial Settlement and the 2015 Settlement, including
15 administration of the Settlement Agreements, as well as any action, proceeding or motion brought
16 to enforce the Settlement Agreements, as well as the ultimate determination of the Settling
17 Parties' water rights. The Settling Parties are subject to the jurisdiction of this Court for any suit,
18 action, proceeding or dispute arising out of or relating to this Judgment or the Settlement
19 Agreement.

20 8. The Court will address the award of attorneys' fees, costs and expenses, the
21 incentive award to Richard Wood, as well as the future scope of Class Counsel's duties to the
22 Small Pumper Class, in a separate order after entry of judgment and the filing of the appropriate
23 noticed motion(s).

24
25 Dated: _____

Judge of the Superior Court