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15 Attorneys for Plaintiff Richard Wood and the Class

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordination Proceeding
Special Title (Rule 1550(b))

ANTELOPE VALLEY GROUNDWATER
CASES

RICHARD A. WOOD, an individual, 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

Lead Case No. BC 325201

Case No.: BC 391869

**RICHARD WOOD'S OBJECTION
TO MASTER PROPOSED
JUDGMENT**

Date: December 23, 2015

Time: 1:00 p.m.

Place: Room 222, Mosk Courthouse
111 North Hill Street
Los Angeles, California

1 On December 4, 2015, counsel for Los Angeles County Waterworks District
2 No. 40 (“District 40”) filed and served a master proposed judgment (Attached as
3 Exhibit 1 without exhibits) that does not comply with the Court’s stated
4 preference as to its content. Specifically, this proposed judgment fails to include
5 the Small Pumper Class Judgment, the Small Pumper Class Stipulation of
6 Settlement and the list of known Class members subject to the judgment. The
7 Court requested that these items be included in the final master Judgment:

8 **THE COURT: ALL RIGHT. THANK YOU, MR. ZIMMER. LET ME
9 GET SOME CLARITY HERE ON WHAT YOU’RE ASKING IN TERMS OF
10 THE FORMAT.**

11 **IT SEEMS TO ME THAT IF THE COURT WERE TO ADOPT THE
12 PHYSICAL SOLUTION THAT IS BEING PROPOSED IN THE
13 STIPULATION AND THE PROPOSED JUDGMENT, THAT THAT IS A
14 FINDING THAT STANDS APART FROM YOUR STIPULATION FOR THE
15 PROPOSED JUDGMENT.**

16 **ONCE THE COURT WERE TO HAVE DONE THAT AND
17 APPROVED, ADOPTED, I SHOULD SAY, APPROVED THIS PROPOSED
18 PHYSICAL SOLUTION AS A PROPER PHYSICAL SOLUTION IN THIS
19 CASE, AND ALSO ADOPTED THE TERMS OF THE STIPULATION FOR
20 THE STIPULATING PARTIES AS PART OF THE JUDGMENT, THAT
21 JUDGMENT SHOULD ALSO, IF IT WERE TO OCCUR THAT WAY,
22 INCLUDE A JUDGMENT AS TO THE DEFAULTING PARTIES, THE
23 NONSTIPULATING PARTIES, THE PARTIES WHO FAILED TO PROVE
24 THEIR CASE IN THE PROCEEDINGS, AND BY THAT I THINK
25 ESSENTIALLY YOU’RE ONLY TALKING ABOUT TWO PARTIES:
26 TAPIA AND PHELAN, IF THAT WERE TO BE THE CASE.**

27 **AND ALL OF THE DEFAULTING PARTIES SHOULD BE
28 LISTED ON AN ATTACHMENT.**

**IN ADDITION TO THAT, THE NUMBERS OF -- I SHOULD
SAY THE PUMPING NUMBERS WHICH INCLUDES THE EXISTING
NUMBERS WITH FINDINGS FROM THE COURT AS TO THE
REASONABLE AND BENEFICIAL USE OF THE WATER BY THOSE
PARTIES.**

**A LISTING OF THE WOOD CLASS AND THEIR NUMBERS
AND PARTIES WITH THE FINDINGS THAT I BELIEVE THE
COURT HAS ALREADY MADE WITH REGARD TO THEM.**

1 **AND SHOULD ALSO ATTACH THE STIPULATION THAT**
2 **WAS ENTERED INTO BY THE WOOD CLASS, AND I SHOULD SAY**
3 **THE APPROVAL OF THE CLASS, PRELIMINARY APPROVAL OF THE**
4 **CLASS WHICH WAS CONTINGENT UPON THE ADOPTION OF THE**
5 **GLOBAL STIPULATION.**

6 ALL OF THOSE MATTERS SHOULD BE IN A SINGLE JUDGMENT
7 ASSUMING THAT THAT'S WHAT'S GOING TO HAPPEN.

8 (Ex. 2, Trial Transcript, November 4, 2015 at 30:20-31:27 (emphasis added.)

9 The Court did not enter a partial judgment on the 2013 partial settlement
10 of the Small Pumper Class as to Defendants' Palmdale Water District et al. That
11 settlement, as well as the current settlement between the Small Pumper Class and
12 the remaining defendants – District 40 et al. – must be memorialized in a
13 judgment. (C.R.C. 3.769(h).) Class Counsel has submitted the necessary
14 proposed judgment covering both Small Pumper Class settlements (Exhibit 3,
15 without exhibits.) This proposed judgment contains as an exhibit, a list of the
16 known Small Pumper Class members. If the Court still wishes to have a master
17 judgment for the coordinated cases that includes both the Willis Class and Small
18 Pumper Class judgments, then the proposed master judgment should be
19 modified accordingly.

20 The proposed master judgment should also contain the further
21 modification to include an update to Appendix A to the Judgment and Physical
22 Solution. The Appendix A is the “Amended Final Judgment Approving Willis
23 Class Action Settlement (dated September 22, 2011). That document is no longer
24 the operative Willis Class Judgment. On September 29, 2015, the Court amended
25 this judgment *nunc pro tunc* to correct certain errors and omissions in it. [D.E.
26 10972 (“Second Amended Final Judgment Approving Willis Class Action
27 Settlement”.] The final master judgment in these proceedings should reflect the
28 operative judgments.

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DATED: December 9, 2015

LAW OFFICES OF MICHAEL D. McLACHLAN
LAW OFFICE OF DANIEL M. O'LEARY

By: _____
Michael D. McLachlan
Attorneys for Plaintiff Richard Wood

Exhibit 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

**ANTELOPE VALLEY GROUNDWATER
CASES**

Included Actions:
Los Angeles County Waterworks District No.
40 v. Diamond Farming Co., Superior Court of
California, County of Los Angeles, Case No.
BC 325201;

Los Angeles County Waterworks District No.
40 v. Diamond Farming Co., Superior Court of
California, County of Kern, Case No. S-1500-
CV-254-348;

Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. City of
Lancaster, Diamond Farming Co. v. Palmdale
Water Dist., Superior Court of California,
County of Riverside, Case Nos. RIC 353 840,
RIC 344 436, RIC 344 668

RICHARD WOOD, on behalf of himself and
all other similarly situated v. A.V. Materials,
Inc., et al., Superior Court of California,
County of Los Angeles, Case No. BC509546

Judicial Council Coordination Proceeding
No. 4408

CLASS ACTION

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

(PROPOSED) JUDGMENT

1 The matter came on for trial in multiple phases. A large number of parties representing
2 the majority of groundwater production in the Antelope Valley Area of Adjudication (“Basin”)
3 entered into a written stipulation to resolve their claims and requested that the Court enter their
4 [Proposed] Judgment and Physical Solution as part of the final judgment. As to all remaining
5 parties, including those who failed to answer or otherwise appear, the Court heard the testimony
6 of witnesses, considered the evidence, and heard the arguments of counsel. Good cause
7 appearing, the Court finds and orders judgment as follows:

- 8 1. The Second Amended Stipulation For Entry of Judgment and Physical Solution
9 among the stated stipulating parties is accepted and approved by the Court.
- 10 2. Consistent with the December __, 2015 Statement of Decision (“Decision”), the
11 Court adopts the Proposed Judgment and Physical Solution attached hereto as
12 Exhibit A and incorporated herein by reference, as the Court’s own physical
13 solution (“Physical Solution”). The Physical Solution is binding upon all parties.
- 14 3. In addition to the terms and provisions of the Physical Solution the Court finds as
15 follows:
 - 16 a. Each of the Stipulating Parties to the Physical Solution has the right to
17 pump groundwater from the Antelope Valley Adjudication Area as stated
18 in the Decision and Physical Solution.
 - 19 b. The following entities are awarded prescriptive rights from the native safe
20 yield against the Tapia Parties, defaulted parties identified in Exhibit I to
21 the Physical Solution, and parties who did not appear at trial identified in
22 Exhibit B attached hereto, in the following amounts:

23 Los Angeles County Waterworks District No. 40	17,659.07 AFY
24 Palmdale Water District	8,297.91 AFY
25 Little Rock Creek Irrigation District	1,760 AFY
26 Quartz Hill Water District	1,413 AFY
27 Rosamond Community Services District	1,461.7 AFY
28 Palm Ranch Irrigation District	1,007 AFY

- 1 Desert Lake Community Services District 318 AFY
- 2 California Water Service Company 655 AFY
- 3 North Edwards Water District 111.67 AFY
- 4 LV Ritter Ranch LLC 0 AFY
- 5 No other parties are subject to these prescriptive rights.
- 6 c. Each of the parties referred to in the Decision as Supporting Landowner
- 7 Parties has the right to pump groundwater from the Antelope Valley
- 8 Adjudication Area as stated in the Decision and in Paragraph 5.1.10 of the
- 9 Physical Solution in the following amounts:
- 10 i. Desert Breeze MHP, LLC 18.1 AFY
- 11 ii. Milana VII, LLC dba Rosamond Mobile Home Park 21.7 AFY
- 12 iii. Reesdale Mutual Water Company 23 AFY
- 13 iv. Juanita Eyherabide, Eyherabide Land Co., LLC
- 14 and Eyherabide Sheep Company, collectively 12 AFY
- 15 v. Clan Keith Real Estate Investments, LLC.,
- 16 dba Leisure Lake Mobile Estates 64 AFY
- 17 vi. White Fence Farms Mutual Water Co. No. 3 4 AFY
- 18 d. Cross-defendant Charles Tapia, as an individual and as Trustee of Nellie
- 19 Tapia Family Trust (collectively, “The Tapia Parties”) has no right to pump
- 20 groundwater from the Antelope Valley Adjudication Area except under the
- 21 terms of the Physical Solution.
- 22 e. Phelan Piñon Hills Community Services District (“Phelan”) has no right to
- 23 pump groundwater from the Antelope Valley Adjudication Area except
- 24 under the terms of the Physical Solution.
- 25 f. The Willis Class members have an overlying right that is to be exercised in
- 26 accordance with the Physical Solution.
- 27 g. All defendants or cross-defendants who failed to appear in any of these
- 28 coordinated and consolidated cases are bound by the Physical Solution and

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their overlying rights, if any, are subject to the prescriptive rights of the Public Water Suppliers. A list of the parties who failed to appear is attached hereto as Exhibit B.

h. Robar Enterprises, Inc., Hi-Grade Materials Co., and CJR, a general partnership (collectively, "Robar") are

4. Each party shall designate the name, address and email address, to be used for all subsequent notices and service of process by a designation to be filed within thirty days after entry of this Judgment. The designation made be changed from time to time by filing a written notice with the Court. Any party desiring to be relieved of receiving notice may file a waiver of notice to be approved by the Court. The Court will maintain a list of parties and their respective addresses to whom notice or service of process is to be sent. If no designation is made as required herein, a party's designee shall be deemed to be the attorney of record or, in the absence of an attorney of record, the party at its specified address.

5. All real property owned by the parties within the Basin is subject to this Judgment. It is binding upon all parties, their officers, agents, employees, successors and assigns. Any party, or executor of a deceased party, who transfers real property that is subject to this Judgment shall notify any transferee thereof of this Judgment. This Judgment shall not bind the parties that cease to own real property within the Basin, and cease to use groundwater, except to the extent required by the terms of an instrument, contract, or other agreement.

The Clerk shall enter this Judgment.

Dated: _____, 2015

JUDGE OF THE SUPERIOR COURT

LAW OFFICES OF
BEST BEST & KRIEGER LLP
18101 VON KARMAN AVENUE, SUITE 1000
IRVINE, CALIFORNIA 92612

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PROOF OF SERVICE

I, Kerry V. Keefe, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 18101 Von Karman Avenue, Suite 1000, Irvine, California, 92612. On December 4, 2015, I served the within document(s):

[PROPOSED] JUDGMENT

- by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by Federal Express following the firm's ordinary business practices.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed on December 4, 2015, at Irvine, California.

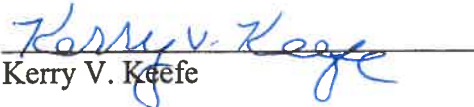

Kerry V. Keefe

Exhibit 2

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 COUNTY OF SANTA CLARA

3
4 COORDINATION PROCEEDINGS
5 SPECIAL TITLE (RULE 1550(B))JUDICIAL COUNCIL
PROCEEDING NO. 44086 **ANTELOPE VALLEY GROUNDWATER**
7 **CASES**ASSIGNED FOR ALL
PURPOSES TO JUDGE:
HONORABLE JACK KOMAR

8 INCLUDED ACTIONS:

9 LOS ANGELES COUNTY WATERWORKS
10 DISTRICT NO. 40 V.
11 DIAMOND FARMING CO.
12 SUPERIOR COURT OF CALIFORNIA,
13 COUNTY OF LOS ANGELES,
14 CASE NO. BC 325 20115 LOS ANGELES COUNTY WATERWORKS
16 DISTRICT NO. 40 V.
17 DIAMOND FARMING CO.
18 SUPERIOR COURT OF CALIFORNIA,
19 COUNTY OF KERN,
20 CASE NO. S-1500-CV-254-348.21 WM. BOLTHOUSE FARMS, INC. V.
22 CITY OF LANCASTER
23 DIAMOND FARMING CO. V.
24 CITY OF LANCASTER
25 DIAMOND FARMING CO. V.
26 PALMDALE WATER DISTRICT
27 SUPERIOR COURT OF CALIFORNIA,
28 COUNTY OF RIVERSIDE,
CONSOLIDATED ACTIONS,
CASE NOS. RIC 353 840,
RIC 344 436, RIC 344 668.22
23 REPORTER'S TRANSCRIPT OF PROCEEDINGS

24 BEFORE THE HONORABLE JACK KOMAR

25 JUDGE OF THE SUPERIOR COURT

26 NOVEMBER 4, 2015

27 COURT TRIAL

28 (CLOSING ARGUMENTS AND STATEMENT OF DECISION)

1 SAN JOSE, CALIFORNIA

NOVEMBER 4, 2015

2 MORNING SESSION

3 P R O C E E D I N G S

4 THE COURT: GOOD MORNING.

5 ALL COUNSEL: GOOD MORNING.

6 THE COURT: ALL RIGHT. YOU ARE READY TO
7 RESUME?

8 CLOSING ARGUMENT FOR RICHARD WOOD,
9 SMALL PUMPER CLASS

10 MR. MC LACHLAN: GOOD MORNING, YOUR HONOR,
11 MICHAEL MC LACHLAN FOR RICHARD WOOD, SMALL PUMPER
12 CLASS. I AM GOING TO GO SLIGHTLY OUT OF ORDER, AND MY
13 COMMENTS WILL BE RELATIVELY BRIEF IN LIGHT OF THE FACT
14 AS THE COURT MAY REMEMBER --

15 THE COURT: IF YOU ARE ON COURT CALL YOU MUST
16 MUTE YOUR PHONES, PLEASE. WE ARE GETTING A LOT OF
17 FEEDBACK.

18 MR. MC LACHLAN: ARE WE OKAY NOW?

19 THE COURT: SEEM TO BE.

20 THE CLERK: THERE IS STILL A FEEDBACK.

21 THE COURT: THERE IS. IT IS AN ECHO.

22 MR. MC LACHLAN: WE COULD TURN DOWN THE VOLUME
23 ON THAT HERE SINCE THEY ARE NOT GOING TO BE ARGUING;
24 RIGHT?

25 THE CLERK: I WILL TRY.

26 THE COURT. GO AHEAD. WE NEED TO HAVE SOME
27 SOUND. ALL RIGHT. LET'S TRY IT.

28 MR. MC LACHLAN: I'LL PROCEED.

1 THINGS TOO. I WILL AGREE TO MAKE CUTS, TO MAKE THAT
2 HAPPEN.

3 AND THOSE PARTIES ARE BEING ACCOMMODATED AND NEED
4 TO BE LISTED ON A SEPARATE ATTACHMENT TO THE JUDGMENT,
5 PHYSICAL SOLUTION, AS WHAT I WOULD CALL NEWLY
6 STIPULATING PARTIES. BUT THAT'S NOT REALLY THAT BIG OF
7 A TASK.

8 ONE, WE ARE APPROVING THE JUDGMENT, PHYSICAL
9 SOLUTION.

10 TWO, WE ARE ENTERING JUDGMENT AGAINST PARTIES WHO
11 FAILED TO PROVE CLAIMS.

12 THREE, WE'RE MAKING SURE THE DEFAULTED PARTIES,
13 TRULY DEFAULTED PARTIES ARE TAKEN CARE OF.

14 AND, FOUR, WE ARE HAVING AN ATTACHMENT FOR THE
15 NEWLY STIPULATING PARTIES.

16 WITH THAT, YOUR HONOR, I -- I THINK I'LL CONCLUDE
17 MY REMARKS. I WILL ECHO MR. MC LACHLAN'S COMMENTS AND
18 SAY IT'S BEEN A PLEASURE TO STAND BEFORE YOU IN THE
19 COURT OF LAW AS AN ATTORNEY.

20 THE COURT: ALL RIGHT. THANK YOU,
21 MR. ZIMMER. LET ME GET SOME CLARITY HERE ON WHAT
22 YOU'RE ASKING IN TERMS OF THE FORMAT.

23 IT SEEMS TO ME THAT IF THE COURT WERE TO ADOPT
24 THE PHYSICAL SOLUTION THAT IS BEING PROPOSED IN THE
25 STIPULATION AND THE PROPOSED JUDGMENT, THAT THAT IS A
26 FINDING THAT STANDS APART FROM YOUR STIPULATION FOR THE
27 PROPOSED JUDGMENT.

28 ONCE THE COURT WERE TO HAVE DONE THAT AND

1 APPROVED, ADOPTED, I SHOULD SAY, APPROVED THIS PROPOSED
2 PHYSICAL SOLUTION AS A PROPER PHYSICAL SOLUTION IN THIS
3 CASE, AND ALSO ADOPTED THE TERMS OF THE STIPULATION FOR
4 THE STIPULATING PARTIES AS PART OF THE JUDGMENT, THAT
5 JUDGMENT SHOULD ALSO, IF IT WERE TO OCCUR THAT WAY,
6 INCLUDE A JUDGMENT AS TO THE DEFAULTING PARTIES, THE
7 NONSTIPULATING PARTIES, THE PARTIES WHO FAILED TO PROVE
8 THEIR CASE IN THE PROCEEDINGS, AND BY THAT I THINK
9 ESSENTIALLY YOU'RE ONLY TALKING ABOUT TWO PARTIES:
10 TAPIA AND PHELAN, IF THAT WERE TO BE THE CASE.

11 AND ALL OF THE DEFAULTING PARTIES SHOULD BE
12 LISTED ON AN ATTACHMENT.

13 IN ADDITION TO THAT, THE NUMBERS OF -- I SHOULD
14 SAY THE PUMPING NUMBERS WHICH INCLUDES THE EXISTING
15 NUMBERS WITH FINDINGS FROM THE COURT AS TO THE
16 REASONABLE AND BENEFICIAL USE OF THE WATER BY THOSE
17 PARTIES.

18 A LISTING OF THE WOOD CLASS AND THEIR NUMBERS AND
19 PARTIES WITH THE FINDINGS THAT I BELIEVE THE COURT HAS
20 ALREADY MADE WITH REGARD TO THEM.

21 AND SHOULD ALSO ATTACH THE STIPULATION THAT WAS
22 ENTERED INTO BY THE WOOD CLASS, AND I SHOULD SAY THE
23 APPROVAL OF THE CLASS, PRELIMINARY APPROVAL OF THE
24 CLASS WHICH WAS CONTINGENT UPON THE ADOPTION OF THE
25 GLOBAL STIPULATION.

26 ALL OF THOSE MATTERS SHOULD BE IN A SINGLE
27 JUDGMENT ASSUMING THAT THAT'S WHAT'S GOING TO HAPPEN.

28 IS THAT WHAT YOUR POSITION IS?

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4 I, HEATHER J. GORLEY, DO HEREBY CERTIFY THAT
5 SAID MATTER WAS TAKEN DOWN BY ME AT THE TIME AND PLACE
6 THEREIN NAMED AND WAS THEREAFTER TRANSCRIBED BY MEANS
7 OF COMPUTER-AIDED TRANSCRIPTION; AND THE SAME IS A
8 TRUE, CORRECT AND COMPLETE TRANSCRIPT OF THE SAID
9 PROCEEDINGS.

10 I FURTHER CERTIFY THAT I AM NOT OF COUNSEL OR
11 ATTORNEY FOR ANY OF THE PARTIES HERETO, OR IN ANY WAY
12 INTERESTED IN THE EVENTS OF THIS CASE, AND THAT I AM
13 NOT RELATED TO ANY PARTY HERETO,

14 I FURTHER CERTIFY THAT I HAVE COMPLIED WITH
15 CCP 237 (A)(2) IN THAT ALL PERSONAL JUROR IDENTIFYING
16 INFORMATION HAS BEEN REDACTED IF APPLICABLE,
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19 DATED, THIS 9TH DAY OF NOVEMBER, 2015.
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22 _____
23
24 HEATHER J. GORLEY

25 CRR CSR #9195
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Exhibit 3

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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

24
25
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