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Attorneys for Plaintiff Richard Wood and the Class

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
(Honorable Jack Komar)

Lead Case No. BC 325201

Case No.: BC 391869

SECOND SUPPLEMENTAL DECLARATION OF MICHAEL D. MCLACHLAN IN SUPPORT OF MOTION FOR AWARD OF ATTORNEYS' FEES, COSTS AND INCENTIVE AWARD

Location: Dept. TBA
Santa Clara Superior Court
191 N. First Street
San Jose, California
Date: April 1, 2016
Time: 1:30 p.m.

SECOND SUPPLEMENTAL DECLARATION OF MICHAEL D. MCLACHLAN

I, Michael D. McLachlan, declare:

1. I make this declaration of my own personal knowledge, except where stated on information and belief, and if called to testify in Court on these matters, I could do so competently.

2. I am co-counsel of record of record for Plaintiff Richard Wood and the Class, and have been since 2008. I am duly licensed to practice law in California. I make this second supplemental declaration in support of the Motion Award of Attorney Fees, Costs and Incentive Award.

3. Attached as **Exhibit 13** is a true and correct copy of the relevant pages of the hearing transcript of March 12, 2007.

4. Attached as **Exhibit 14** is a true and correct copy of the relevant pages of the hearing transcript of April 16, 2007.

5. Attached as **Exhibit 15** is a true and correct copy of the relevant pages of the hearing transcript of August 11, 2008.

6. The PWS and the Court fully acknowledged that the case could be at issue and be litigated with the Class mechanism. (Ex. 13, 12:16-23.)

7. Attached as **Exhibit 16** is a true and correct copy of the relevant pages of the hearing transcript of May 21, 2007 (*see* 28:17-28), wherein the Court stated:

> THE COURT: NONE OF THIS, MR. WEINSTOCK, WE CAN DO IN ANY BINDING WAY UNTIL WE HAVE EVERYBODY A PARTY AND SERVED, EITHER AS A CLASS MEMBER OR AS A DEFENDANT CLASS OR OTHERWISE. AND SO FAR, IT HAS BEEN LIKE PULLING TEETH TO GET THAT TO OCCUR. AND I'VE BEEN TALKING ABOUT THAT NOW FOR A LONG TIME. AND ONCE THAT IS ACCOMPLISHED I WILL BE VERY HAPPY TO START HEARING EVIDENCE CONCERNING ALL OF THE ISSUES THAT YOU JUST DESCRIBED. BUT UNTIL THAT HAS HAPPENED, IT WOULD BE AN EXERCISE IN FUTILITY AND

REDUNDANCY FOR THE COURT TO START
HEARING THAT KIND OF EVIDENCE.

(*Id*. at 41:3-12.)

8. I have practiced law for over 20 years, nearly all of which has been spent as a Plaintiff's attorney. I therefore have considerable experience in having service of summons effectuated, and the costs of doing same. Personal service in a remote area like the Antelope Valley, or out of state, where a large portion of the Willis and Small Pumper Class members live, would cost in the range of $100 - $300, or more, on average.

9. After the failed settlement hearing on June 16, 2011, at the Court's encouragement, I met with Jeff Dunn, Warren Wellen and Richard Wood in the courthouse cafeteria, where we all agreed to revise the settlement agreement in accord with the Court's reservations, and resubmit it. I revised the agreement accordingly and circulated it on June 20, 2011. On July 14, 2011, Warren Wellen advised me in writing that the settlement did not have to go back to District 40's board for re-approval.

10. Thereafter, by August 4, 2011, counsel for District 40 went silent again, and refused to proceed with the settlement. During this time, several other PWS continued to express a preference for settling with the Class, including Thomas Bunn and Doug Evertz. Attached as **Exhibit 17**, collectively, are true and correct copies of relevant emails from 2011 discussed above.

11. In the Spring of 2013, I had a discussion with Jeff in Court about a settlement, using a class complaint against the landowners as leverage to force them to not oppose it. If they did, we would go through with the PWS settlement and litigate against the landowners. Dunn blessed this idea. The AV Materials case was filed on May 23, 2013. That day I emailed all PWS to advise of the settlement plans. That same day, Eric Garner emailed regarding his interest. He On June 18, 2013, Warren Wellen called to inform me that D40 was reneging on

its agreement to settle after the filing of AV Materials.

12. On June 26, I wrote to all other PWS counsel on settlement, with a discussion of legal fees. On July 3, 2013, I emailed all PWS counsel again with a revised draft agreement. By August 15, the following counsel had agreed that their clients would settle: Brad Weeks; Doug Evertz; Tom Bunn; and Wes Miliband. An e-mail of that same day, contained discussion of fee exposure. On August 19, John Tootle called to tell me that Cal Water was also going to join the settlement.

13. On October 17, Quartz Hill took the matter to their Board for approval (I was aware of this by direct communications from Bradley Weeks), after the preliminary approval motion was filed, and voted to pull out of the settlement. In a telephone call the next day, Mr. Weeks told me his client pulled out due to "intense" pressure from District 40. On October 23, 2013, after the motion for preliminary approval had been filed, Cal Water also pulled out via a formal notice filed with the Court.

14. Attached as **Exhibit 18**, collectively, are true and correct copies of relevant emails from 2013 discussed above.

15. It is well known that District 40 spent many year trying to stop settlement efforts, including the foregoing and the long-running principles mediation process under James Waldo (in which I participated directly). In November of 2013, the growing frustration with District 40's efforts to stop settlement led a handful of parties – the United States, Palmdale Water District, AVEK, and a few other parties, including myself as Class counsel – to commence settlement discussions in a small, private group. District 40 and the other public water suppliers were expressly excluded, and not advised. These settlement meetings went on for many months, and ultimately produced the agreement that ultimately, after further improvement, became the Judgment and Physical Solution.

16. My extensive experience with groundwater-related litigation spans over 20 years. It was very useful when interfacing with experts in this case, and enabled me to handle those issues without access to a hydrogeologist or hydrologist expert of my own.

17. The Court should recall that the Scalmanini deposition was taken over many days in order to preserve his testimony for the Phase III trial due to his health problems. In fact, the deposition occurred during a break in the trial. It appeared that there would have been no opportunity to wait for the transcripts and review them before the trial recommenced. So both myself and Mr. O'Leary attended portions of this deposition. But only I flew to Northern California to conduct the Class' cross-examination of Mr. Scalaminini.

18. Attached as **Exhibit 19** is a true and correct copy of the Stipulation for Entry of Judgment and Physical Solution, omitting the voluminous signature pages beyond that of District 40.

19. Mr. Dunn's statement in paragraph 13 of his declaration is wrong. I did attend trial on February 10, 2014. Similarly, Ms. Wang is incorrect that I did not attend the settlement conference on February 18, 2014.

20. Attached as **Exhibit 20** is a true and correct copy of the declarations of Wesley Milliband, Thomas Bunn and Douglas Evertz, filed in 2013.

ALLOCATION AMONG DEFENDANTS

21. The table below shows the water right for each of the defendants subject to this motion (Dunn Decl., Ex. G.) as a relative percentage among, and then the proportionate share of the lodestar at issue in this Motion:

Defendant	Production Right	Relative %	Percentage of Lodestar
District No. 40	6,789.26	74.76%	$2,503,084
Quartz Hill	563.73	6.21%	$207,921
Littlerock Creek I.D.	796.58	8.77%	$293,634
California Water	343.14	3.78%	$126,560
Desert Lake C.S.D.	73.53	.81%	$27,120
Palm Ranch I.D.	465.69	5.13%	$171,761
North Edwards	49.02	.54%	$18,080
	9,080.95	**100.00%**	$3,348,160.00

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of March, 2016, at Hermosa Beach, California.

Michael D. McLachlan

Digitally signed by Michael D. McLachlan
DN: cn=Michael D. McLachlan, o=Law Offices of Michael D. McLachlan, ou, email=mike@mclachlanlaw.com, c=US
Date: 2016.03.25 17:15:12 -07'00'

Michael D. McLachlan

Exhibit 13

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 1 — HON. JACK KOMAR, JUDGE

COORDINATION PROCEEDING SPECIAL TITLE (RULE 1550B) ANTELOPE VALLEY GROUNDWATER CASES	JUDICIAL COUNCIL COORDINATION NO. P4408
PALMDALE WATER DISTRICT AND QUARTZ HILL WATER DISTRICT, CROSS-COMPLAINANTS, VS LOS ANGELES COUNTY WATERWORKS, DISTRICT NO. 40, ET AL, CROSS-DEFENDANTS.	SANTA CLARA CASE NO. 1-05-CV-049053

REPORTER'S TRANSCRIPT OF PROCEEDINGS

MONDAY, MARCH 12, 2007

APPEARANCES:

(SEE APPEARANCE PAGES)

ORIGINAL

CHARLOTTE NICHOLAS MOHAMED, CSR #2384
OFFICIAL REPORTER

LOS ANGELES, CALIFORNIA; **MONDAY, MARCH 12, 2007; 9:03 A.M.**

DEPARTMENT NO. 1 HON. JACK KOMAR, **JUDGE**

CASE NO.: 1-05-CV-049053

CASE NAME: ANTELOPE VALLEY GROUNDWATER CASES

APPEARANCES: (AS NOTED ON TITLE PAGE)

(CHARLOTTE NICHOLAS MOHAMED, CSR #2384)

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THE COURT: GOOD MORNING.

THIS IS THE ANTELOPE VALLEY GROUND WATER CASES. COORDINATED PROCEEDINGS. WE HAVE SEVERAL MATTERS TO TAKE UP THIS MORNING.

HOW MANY COUNSEL INTEND TO APPEAR THIS MORNING? (RAISE HANDS)

THE COURT: OKAY. LET'S HAVE EACH COUNSEL STAND AND IDENTIFY THEMSELVES FOR THE RECORD.

THE OTHER THING THAT I'LL ASK YOU TO DO, WHEN YOU SPEAK, IN CONNECTION WITH THESE PROCEEDINGS, MAKE SURE TO IDENTIFY YOURSELF FOR THE RECORD SO THAT THE REPORTER HAS YOUR NAME.

SO WE WILL START.

MR. FIFE: GOOD MORNING, YOUR HONOR.

MICHAEL FIFE, ANTELOPE VALLEY GROUNDWATER AGREEMENT ASSOCIATION.

MR. DUNN: GOOD MORNING, YOUR HONOR.

JEFFREY DUNN ON BEHALF OF ROSAMOND COMMUNITY SERVICES DISTRICT AND LOS ANGELES COUNTY WATERWORKS DISTRICT NUMBER 40.

THE COURT: WE ARE PROBABLY GOING TO ADDRESS PART OF THEM TODAY. BUT THERE IS GOING TO BE OBVIOUSLY, AS I JUST SAID, A FUTURE HEARING UPON NOTICE, THAT WE WILL TAKE UP A FINAL DETERMINATION AS TO THAT.

MR. FIFE: THEN I'LL WAIT TO ADDRESS THEM.

THE COURT: BUT I DO WANT TO TALK ABOUT THE CLASS CERTIFICATION MOTION THAT HAS BEEN FILED ON BEHALF OF THE WATER WORKS DISTRICT 40 AND ROSEMOND. AND THAT IS FOR THE CREATION OF A DEFENDANT CLASS. AND I HAVE SOME CONCERNS ABOUT IT BECAUSE IT SEEMS TO ME AS IT IS STATED, IT IS OVERBROAD, NUMBER ONE.

BUT THE PRECURSOR TO ANY MOTION TO CERTIFY A CLASS HAS TO BE A PLEADING UPON WHICH IT IS BASED. AND RIGHT NOW WE DON'T HAVE A PLEADING, WE HAVE A PROPOSED PLEADING. AND WHAT I THINK I NEED TO DO THIS MORNING IS AUTHORIZE THE FILING OF THAT CROSS-COMPLAINT. NOW, AS I'VE INDICATED -- AS AN AMENDED CROSS-COMPLAINT.

AS I HAVE INDICATED, THE FILING OF A PLEADING DOES NOT, PER SE, RESULT IN CERTIFICATION OF A CLASS THAT IS ALLEGED IN THAT PLEADING. AND THAT IS A SEPARATE ISSUE AND I WANT TO TAKE THAT UP IN PART THIS MORNING BECAUSE I THINK THAT THE PROPOSED CLASS AS STATED IS OVERBROAD AND IN SOME WAYS MIGHT MAKE IT IMPOSSIBLE TO CERTIFY A CLASS BECAUSE OF THE NUMBER OF INDIVIDUAL ISSUES THAT MIGHT PREDOMINATE DEPENDING ON HOW THE CLASS IS CONSTRUCTED.

AND THE OTHER ISSUE IS, WITH REGARD TO THE CLASS MEMBERS, IS THE -- WELL, I AM LOSING MY TRAIN OF THOUGHT ON THIS, BUT I THINK THAT WHAT WE HAVE TO DO IS CONSIDER WHETHER

OR NOT THERE NEED TO BE SUB CLASSES WITHIN THE CLASS CERTIFICATION OR THE CLASS THAT IS CERTIFIED.

THE OTHER THING THAT -- WITH REGARD TO A DEFENDANT CLASS, IT SEEMS TO ME THAT YOU HAVE TO NAME A CLASS REPRESENTATIVE AS THE DEFENDANT. AND ONE WHO IS SIMILARLY SITUATED TO THE MEMBERS OF THE CLASS, THAT THAT DEFENDANT OUGHT TO REPRESENT. AND IT PROBABLY NEEDS THE CONCURRENCE OF THAT CLASS MEMBER, BECAUSE I DON'T THINK YOU CAN MAKE SOMEBODY AN INVOLUNTARY REPRESENTATIVE OF A CLASS. I DON'T THINK THAT IS FUNCTIONALLY APPROPRIATE.

SO AS THE CLASS IS CONSTRUCTED HERE, IT SEEMS TO ME THAT IT IS CERTAINLY POSSIBLE TO HAVE A DEFENDANT CLASS OR A SUB CLASS OF ALL OVERLYING OWNERS WHO ARE OUTSIDE OF WATER SERVICE DISTRICTS AND WHO ARE NOT PUMPING AND HAVE NOT PUMPED. SO THAT IS BASICALLY A DORMANT CLASS.

SO THAT A CLASS, IT SEEMS TO ME, OF THAT NATURE, COULD BE A SUB CLASS. AND I'M GOING TO ASK COUNSEL TO ADDRESS THAT.

THE OTHER CLASS, WHICH I -- IT SEEMS TO ME IS NOT EVEN A NECESSARY CLASS IN ORDER TO PROPERLY ADJUDICATE THIS CASE, ARE THOSE INDIVIDUALS WHO RESIDE WITHIN THE WATER SERVICE DISTRICT AND RECEIVE WATER FROM THAT WATER SERVICE DISTRICT, DO NOT HAVE WELLS, AND DO NOT MAKE ANY CLAIM TO WATER RIGHTS UNDERLYING THEIR LAND OR THE USE OF THE WATER UNDERLYING THEIR LAND.

A THIRD GROUP COULD BE THOSE INDIVIDUALS WHO INTEND TO PUMP, AND THAT IS OBVIOUSLY THE ADD-ON CASE THAT WE HAVE HERE THIS MORNING, AN ASSERTION THAT THEY MAY WISH TO

PUMP IN THE FUTURE. AND IF THE INDIVIDUALS ARE PART OF AN ADDITIONAL PLAINTIFF'S CLASS, THAT MIGHT SOLVE THAT PROBLEM.

NOW IT SEEMS TO ME THAT ANYBODY WHO IS A SIGNIFICANT PUMPER NEEDS TO BE A PARTY AND THEY EITHER NEED TO BE SERVED OR THEY HAVE TO HAVE FILED THEIR ACTIONS THEMSELVES. AND THOSE ARE INDIVIDUALS WHO DON'T INTEND TO OR WHO ARE NOMINAL PUMPERS OR WATER PRODUCERS WITH AN INDIVIDUAL WELL IN THEIR BACKYARD. I DON'T KNOW HOW MANY OF THOSE THERE ARE. THEY MIGHT WELL DE MINIMUS INDIVIDUALS AND MAY NOT NEED TO BE A PART OF THIS ADJUDICATION BECAUSE THEY DON'T AFFECT THE WATER SUPPLY IN ANY MEASURABLE AMOUNT AND WHATEVER HAPPENS HERE IS GOING TO HAVE LITTLE IMPACT ON THEM.

SO IT SEEMS TO ME THAT THAT IS KIND OF THE BROAD STRUCTURE THAT I ENVISION HERE AND I WOULD LIKE COUNSEL TO ADDRESS THAT. AND I DON'T REALLY CARE WHO STARTS.

MR. DUNN: I THINK, IF MY NOTES ARE CORRECT, WE ARE LOOKING AT RESPONDING HERE TO THREE POTENTIAL SUBCLASSES OR CLASSES. ONE WOULD BE, FOR LACK OF A BETTER DESCRIPTION, THE DORMANT CLASS OF ALL PERSONS OUTSIDE THE MUNICIPAL WATER SERVICE AREAS AND THESE INDIVIDUALS OR ENTITIES DO NOT PUMP.

AND THE SECOND GROUP COULD BE THOSE INDIVIDUALS WHO DO NOT HAVE WELLS BUT ARE WITHIN THE SERVICE AREA DISTRICTS AND THE MUNICIPAL WATER SUPPLIER SERVICE AREAS BUT DO NOT CLAIM TO PUMP OR PUMP.

AND THEN THE THIRD GROUP COULD POSSIBLY BE THOSE INDIVIDUALS WHO MAY WISH TO PUMP IN THE FUTURE, BEING THINK SORT OF GENERALLY DESCRIBED IN THE PUTATIVE CLASS MEMBER WILLIS' PETITION.

MR. ZIMMER: YOUR HONOR, WHAT WAS THE RESPONSE DEADLINE NOW, THE 23RD?

THE COURT: FRIDAY, THE 23RD. THIS FRIDAY HE IS GOING TO PREPARE -- APRIL THE --

MR. ZIMMER: 6TH?

THE COURT: 6TH? APRIL, WHATEVER THE DATE WAS THAT I STATED ON THE RECORD.

MR. JOYCE: APRIL 6, YOUR HONOR.

THE COURT: YES. APRIL 6.

YOU ASKED FOR 2 WEEKS?

MR. ZIMMER: YES, YOUR HONOR, THANK YOU. THAT IS WHAT I THOUGHT IT WAS.

THE COURT: ALL RIGHT. SO YOU HAVE A LOT OF WORK TO DO BETWEEN NOW AND FRIDAY.

IS THERE ANYTHING ELSE, COUNSEL, WE SHOULD TAKE UP? ANYBODY ELSE HAVE ANYTHING THEY WOULD LIKE TO ADDRESS?

(NO AUDIBLE RESPONSE)

THE COURT: ALL RIGHT. WE WILL BE IN RECESS.

THANK YOU VERY MUCH.

(AT 10:30 A.M. PROCEEDINGS CONCLUDED)

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 1 — HON. JACK KOMAR, JUDGE

COORDINATION PROCEEDING SPECIAL TITLE (RULE 1550(B)) ANTELOPE VALLEY GROUNDWATER CASES	JUDICIAL COUNCIL COORDINATION NO. P4408
PALMDALE WATER DISTRICT AND QUARTZ HILL WATER DISTRICT, CROSS-COMPLAINANTS, VS LOS ANGELES COUNTY WATERWORKS, DISTRICT NO. 40, ET AL, CROSS-DEFENDANTS.	SANTA CLARA CASE NO. 1-05-CV-049053

REPORTER'S CERTIFICATE

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, CHARLOTTE NICHOLAS MOHAMED, CSR, OFFICIAL REPORTER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT THE FOREGOING PAGES, 1 THROUGH 50, COMPRISE A TRUE AND CORRECT TRANSCRIPT OF THE PROCEEDINGS HELD IN THE ABOVE-ENTITLED MATTER ON MONDAY, MARCH 12, 2007.

DATED THIS 13th DAY OF MARCH, 2007.

CHARLOTTE NICHOLAS MOHAMED, CSR #2384
OFFICIAL REPORTER

Exhibit 14

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 1 HON. JACK KOMAR, JUDGE

COORDINATION PROCEEDING SPECIAL TITLE (RULE 1550B) ANTELOPE VALLEY GROUNDWATER CASES	JUDICIAL COUNCIL COORDINATION NO. P4408
PALMDALE WATER DISTRICT AND QUARTZ HILL WATER DISTRICT, CROSS-COMPLAINANTS, VS LOS ANGELES COUNTY WATERWORKS, DISTRICT NO. 40, ET AL, CROSS-DEFENDANTS.	SANTA CLARA CASE NO. 1-05-CV-049053

REPORTER'S TRANSCRIPT OF PROCEEDINGS

MONDAY, APRIL 16, 2007

APPEARANCES:

(SEE APPEARANCE PAGES)

CHARLOTTE NICHOLAS MOHAMED, CSR #2384
OFFICIAL REPORTER

LOS ANGELES, CALIFORNIA; **MONDAY, APRIL 16, 2007**; 9:00 A.M.

DEPARTMENT NO. 1 HON. JACK KOMAR, JUDGE

CASE NO.: 1-05-CV-049053

CASE NAME: ANTELOPE VALLEY GROUNDWATER CASES

APPEARANCES: (AS NOTED ON TITLE PAGE)

(CHARLOTTE NICHOLAS MOHAMED, CSR #2384)

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THE COURT: GOOD MORNING.

(COUNSEL RESPOND "GOOD MORNING, YOUR HONOR.")

THE COURT: THIS IS IN THE ANTELOPE GROUND WATER CASES.

IT IS THE TIME SET FOR HEARING ON SEVERAL THINGS. IT IS A CASE MANAGEMENT CONFERENCE SCHEDULED. WE ARE GOING TO TALK ABOUT THE CLASS DEFINITION. WE ARE GOING TO TALK ABOUT NOTICE TO THE CLASS. AND I ALSO HAVE A MOTION TO INTERVENE THAT HAS BEEN FILED BY ANAVERDE. SO WE WILL TAKE UP THOSE THINGS AND ANYTHING ELSE THAT COUNSEL ARE INTERESTED IN THIS MORNING.

WE HAVE SOMEBODY APPEARING BY TELEPHONE?

MS. CAHILL: WE DO, YOUR HONOR.

VIRGINIA CAHILL APPEARING FOR THE STATE OF CALIFORNIA ALTHOUGH I BELIEVE MY COLLEAGUE MICHAEL CROW IS IN THE COURTROOM.

MR. ALLENBY: YES, YOUR HONOR. LIKEWISE, ROBERT ALLENBY APPEARING ON BEHALF OF JUNG TOM WHO IS A DEFENDANT AND MINIMAL PROPERTY OWNER.

MR. HOLMES: GOOD MORNING, YOUR HONOR.

MIKE HOLMES ON BEHALF OF SPC DEL SUR RANCH, LLC.

MR. PFAEFFLE: IT IS NOT.

THE COURT: AND I PRESUME THEN THAT TO THE EXTENT ONE OF MR. DUNN'S CUSTOMERS WANTS TO HAVE A WELL IN THEIR FRONT YARD, AS A PRACTICAL MATTER THEY MAY NOT DO IT BUT TECHNICALLY THEY HAVE THE RIGHT TO DO IT; IS THAT RIGHT?

MR. PFAEFFLE: THAT'S CORRECT.

THE COURT: ALL RIGHT. DO YOU THINK THAT -- AND I UNDERSTAND, MR. DUNN, YOUR DESIRE NOT TO SUE YOUR CUSTOMERS, ALTHOUGH DECLARATORY RELIEF IS NOT NECESSARILY ADVERSE TO THEM; IT COULD BE SUPPORTIVE OF THEIR INTERESTS. AND OF COURSE THERE IS ANOTHER ISSUE CONCERNING THE ABILITY TO DO A CLASS ACTION FOR DECLARATORY RELIEF. BUT WITHOUT GETTING TO THAT POINT, MY ONLY CONCERN IS THAT IF SOMEBODY HAS AN OBJECTION TO WHAT WE ARE DOING HERE, THAT THEY HAVE A RIGHT TO COME IN AND INTERVENE AND/OR TO SEEK TO BE A MEMBER OF THE CLASS.

AND IT SEEMS TO ME THAT THE CLASS IS PRETTY CLOSE TO THE CLASS THAT IS ENVISIONED BY MS. WILLIS' COMPLAINT, OR CROSS-COMPLAINT AS IT WERE, FOR A CLASS ACTION. AND IT MIGHT BE THAT THAT IS SUFFICIENTLY BROAD TO ENCOMPASS YOUR CLIENTS. AND TO THE EXTENT THAT THEY WISH TO BE WITHIN THE LITIGATION, THEY CAN DO SO; IF THEY CHOOSE NOT TO BE, THEY CAN SEEK TO MOVE OUT.

BUT THERE IS NO QUESTION, I THINK, THAT TO THE EXTENT THAT A PARTY IS AN OVERLYING OWNER OF REAL PROPERTY, THEY DO HAVE CERTAIN MINERAL AND WATER RIGHTS UNDERLYING THAT PROPERTY AND THIS COURT CANNOT AND SHOULD NOT CAUSE DETRIMENT TO THOSE RIGHTS WITHOUT DUE PROCESS.

SO I'M CONCERNED ABOUT TWO THINGS HERE: I'M CONCERNED ABOUT YOUR CONCERN ABOUT NOT HAVING TO BRING IN, BY CLASS OR OTHERWISE, ALL OF YOUR CUSTOMERS AND THE CUSTOMERS OF RELATED WATER PROVIDERS. BUT I ALSO AM CONCERNED ABOUT NOT INFRINGING UPON ANYBODY'S RIGHTS WITHOUT NOTICE AND OPPORTUNITY FOR HEARING. IN OTHER WORDS, DUE PROCESS.

SO WE ARE GOING TO HAVE TO DEAL WITH THAT AND I'D LIKE TO SEE IF WE CAN COME TO SOME TERMS THIS MORNING ABOUT HOW WE ARE GOING TO DEAL WITH THAT. IN PART, WE MAY BE INHIBITED BECAUSE THERE IS A DEMURRER, A MOTION TO STRIKE, PENDING -- I THINK IT IS SET FOR MAY THE 21ST -- AS TO THE WILLIS PLEADINGS. AND OBVIOUSLY UNTIL THOSE PLEADINGS ARE AT ISSUE, I CAN'T TELL WHAT EFFECT THAT MIGHT HAVE IN THESE PROCEEDINGS.

OKAY. WOULD ANYBODY ELSE LIKE TO OFFER ANYTHING ON THESE ISSUES?

MR. DUNN: MAY I HAVE A MOMENT, YOUR HONOR.

THE COURT: YES.

MR. DUNN: THANK YOU.

(PAUSE)

MR. DUNN: A COUPLE OF IDEAS, YOUR HONOR, IN TERMS OF THE CONCERN THE COURT HAS EXPRESSED OVER INDIVIDUALS WHO HAVE -- I'LL CALL THEM "HOMEOWNERS" AT THIS POINT, JUST TO SORT OF KEEP IT SIMPLE -- HOMEOWNERS WHO DON'T CURRENTLY HAVE A GROUNDWATER WELL BUT RECEIVE WATER SERVICE FROM A PUBLIC WATER SERVICE SUPPLIER.

AS MR. PFAEFFLE HAS MENTIONED, IT IS A MINISTERIAL DUTY ON THE PART OF AT LEAST THE COUNTY TO ISSUE

THE PERMIT, SUBJECT TO MEETING THE HEALTH AND SAFETY DEPARTMENT.

ALL OF THIS IS SORT OF BACKGROUND OF SAYING THAT WHAT WE HAVE PROPOSED IN THE INITIAL PRIMER HERE IS A CLASS DEFINITION THAT EXCLUDES THESE INDIVIDUALS. BUT BECAUSE THEY WOULD HAVE TO APPLY FOR A WELL PERMIT, THEY CAN BE IDENTIFIED AT A LATER POINT IN TIME AND THEY COULD IN FACT UNDER THE ONGOING JURISDICTION OF THE COURT, ALBEIT EVEN WITH A WATER MASTER, THESE INDIVIDUALS OVER TIME AS THEY APPLY FOR A WELL PERMIT, THEY COULD THEN BECOME SUBJECT TO THE JURISDICTION OF THE COURT AT THAT POINT IN TIME. SO THERE WOULD NOT BE A SITUATION NECESSARILY WHERE THERE WOULD BE NO MEANS OF SORT OF IN THE FUTURE OF DEALING WITH THIS PROBLEM.

I THINK AS A PRACTICAL MATTER THE NUMBER OF POTENTIAL CASES INVOLVING THIS IS PRETTY SLIM AT BEST. AND SO AGAIN, I KEEP RAISING THIS ISSUE OF BEING PRAGMATIC.

THE OTHER PART OF THE PROBLEM IS IF WE ARE IN FACT LOOKING AT THE ZLOTNICK SLASH WILLIS CLASS ACTION COMPLAINT AS A MECHANISM FOR BRINGING IN ALL OF THESE PARTIES, THEN IT DOES IN FACT, I WOULD HAVE TO CONCEDE, IT TAKES THE COUNTY AND MY CLIENT OUT OF THE POSITION OF SORT OF SUING THEM. THEY ARE BROUGHT IN ON SOMEBODY ELSE'S CLASS ACTION LAWSUIT. SO THEN IT SORT OF GOES TO THE NOTICE ISSUE.

SO IF THE COURT IS SORT OF HEADING IN THAT DIRECTION, OF SORT OF LOOKING AT THE EXISTING WILLIS CROSS -- CLASS ACTION COMPLAINT, AS BEING SORT OF THE MECHANISM AS OPPOSED TO, SAY, THE ONE THAT HAS BEEN FILED BY THE PUBLIC WATER SUPPLIERS, THEN THAT PROCEDURALLY PUTS US IN PROBABLY A

SLIGHTLY BETTER -- OR MAYBE A SIGNIFICANTLY BETTER SITUATION.

THE COURT: SUBCLASS A IS DORMANT LANDOWNERS WHO HAVE NOT OPERATED THE GROUNDWATER WELL SINCE FIVE YEARS IMMEDIATELY PRIOR TO A CERTAIN DATE. ISN'T THAT ALSO CONSISTENT WITH THE ALLEGATIONS IN THE WILLIS CLASS ACTION COMPLAINT?

MR. DUNN: I WOULD HAVE TO DEFER TO MR. ZLOTNICK ON THAT. I'M JUST NOT, MEMORYWISE, FAMILIAR WITH THOSE ALLEGATIONS.

THE COURT: WELL, IT CERTAINLY IS CONSISTENT WITH HIS CLIENT'S DEFINITION, AND THAT IS A LANDOWNER OF ABOUT TEN ACRES WHO HAS NOT PUMPED BUT MIGHT PUMP IN THE FUTURE.

MR. DUNN: GENERALLY, YES.

THE COURT: SO I GUESS WHAT I'M LOOKING AT HERE IS I'M TRYING TO PARE DOWN THE VARIOUS SUBCLASSES, IF WE CAN, AND TO MAKE SURE THAT WE COVER EVERYBODY WHO HAS ANY RIGHTS WITHIN THIS ANTELOPE VALLEY, AND MAKE SURE THAT THEIR RIGHTS ARE PROPERLY PROTECTED AND ADJUDICATED.

SO THAT IT MAY BE THAT IF THE WILLIS COMPLAINT STANDS, THAT DORMANT SUBCLASS A, DORMANT LANDOWNERS, FALLS BY THE WAYSIDE AS A DEFENDANT CLASS BECAUSE THEY ARE A PLAINTIFF CLASS.

MR. DUNN: YES. YES. AND I WOULD QUICKLY ADD THAT PROCEDURALLY IT IS SIMPLER AND I'LL CALL IT "CLEANER" TO PROCEED AS A PLAINTIFF'S CLASS IN ANY EVENT. SO THERE ARE A VARIETY OF ADVANTAGES OF DOING IT IN THAT FASHION.

THE COURT: CERTAINLY A LOT MORE PRECEDENT --

MR. DUNN: YES.

THE COURT: -- THAT WE CAN RELY ON IN DOING THAT.

MR. DUNN: SERVICE HAS BEEN SENT TO WAGAS ALREADY SO YOU MIGHT WANT TO CHECK YOUR OFFICE.

MR. RENWICK: GLAD TO KNOW THAT. OKAY.

THE COURT: WELL, WELCOME ABOARD. THANK YOU.

MR. JOYCE: YOUR HONOR, THIS IS BOB JOYCE AGAIN.

THE DIFFICULTY AND THE CONCERN I HAVE IS THAT IT IS MY UNDERSTANDING THAT THE EFFORT AT SERVICE WAS CORRESPONDENCE WITH SUMMONS AND COMPLAINT AND A NOTICE AND ACKNOWLEDGMENT. MY REAL CONCERN IS THAT HAVE ALL OF THOSE NOTICES AND ACKNOWLEDGMENTS BEEN SIGNED AND RETURNED; AND THOSE PEOPLE WHO HAVE NOT FORMALLY APPEARED, ARE THEY THEN NOW POSTURED TO BE DEFAULTED. AND THAT IS THE QUESTION THAT HAS NOT YET BEEN ANSWERED. AND IF NOT RETURNED, THEN HAVE THEY MADE A FOLLOWUP EFFORT OF PERSONAL SERVICE, AND THAT LIKEWISE HAS NOT BEEN ADDRESSED AND ANSWERED.

MY CONCERN IS THAT WHEN WE GET TO THE END, IF WE GET A FINAL JUDGMENT THAT IS GOING TO BIND --

THE COURT: STOP THUMPING ON THAT LECTERN.

MR. JOYCE: I AM SORRY, YOUR HONOR. THAT WAS MY HEART POUNDING.

THE COURT: I THOUGHT IT WAS.

MR. JOYCE: THANK YOU, YOUR HONOR.

THE COURT: THANK YOU.

MR. LEININGER.

MR. LEININGER: GOOD MORNING, YOUR HONOR.

LEE LEININGER FOR THE UNITED STATES.

JUST A QUESTION PROCEDURALLY WITH REGARD TO THE CERTIFICATION ORDER. IT SOUNDS LIKE AT THIS POINT WE HAVE TWO

CLASSES, TWO SUBCLASSES: SUBCLASS A, WHICH IT SOUNDS AS IF IT WOULD BE MOST APPROPRIATE AS A PLAINTIFF'S CLASS WITH MISS WILLIS AS CLASS REPRESENTATIVE. THEN WE HAVE SUBCLASS B WITH LANDOWNERS WITH WELLS, BUT WE DON'T HAVE A DEFINED CLASS REPRESENTATIVE FOR THAT CLASS.

IS IT THE COURT'S INTENT TO ATTEMPT TO HAVE THIS RESOLVED BY MAY 21ST WHEN WE HAVE ADDITIONAL HEARING ON THAT QUESTION?

THE COURT: YES.

MR. LEININGER: OKAY.

THE COURT: AND YOU ARE EXACTLY RIGHT. I THINK THE PLAINTIFF'S CLASS REALLY ENCOMPASSES ONE OF THE SUBCLASSES AND THE OTHER SUBCLASS NEEDS A REPRESENTATIVE.

MR. LEININGER: THAT IS MY UNDERSTANDING. BEFORE THE COURT CAN ISSUE A CERTIFICATED ORDER, WE NEED TO DETERMINE THE CLASS REPRESENTATIVE.

THE COURT: YES. AND COUNSEL WHO ARE INTERESTED IN THIS ADJUDICATION AND WHO WANT TO HAVE AN EFFECTIVE ADJUDICATION NEED TO WORK WITH EACH OTHER TO DEVELOP WHO THAT DEFENDANT CLASS REPRESENTATIVE MIGHT BE, BOTH FROM A -- AND I THINK THERE MAY WELL BE A PARTY WHO IS ALREADY SERVED HERE WHO MEETS THAT DESCRIPTION. BUT WE WANT COMPETENT COUNSEL AND AN EFFECTIVE DEFENDANT FOR THAT CLASS. WE MAY HAVE HEARD FROM HIM TODAY.

ALL RIGHT. SO I EXPECT COUNSEL TO HAVE THAT FOR US BY THE 21ST.

ANYTHING ELSE?

(NO AUDIBLE RESPONSE)

THE COURT: OKAY. I WILL SEE YOU ON THE 21ST.

THANK YOU.

(AT 10:10 A.M. PROCEEDINGS CONCLUDED)

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 1 — HON. JACK KOMAR, JUDGE

COORDINATION PROCEEDING SPECIAL TITLE (RULE 1550(B))	
ANTELOPE VALLEY GROUNDWATER CASES	JUDICIAL COUNCIL COORDINATION NO. P4408
PALMDALE WATER DISTRICT AND QUARTZ HILL WATER DISTRICT, CROSS-COMPLAINANTS, VS LOS ANGELES COUNTY WATERWORKS, DISTRICT NO. 40, ET AL, CROSS-DEFENDANTS.	SANTA CLARA CASE NO. 1-05-CV-049053
	REPORTER'S CERTIFICATE

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, CHARLOTTE NICHOLAS MOHAMED, CSR, OFFICIAL REPORTER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT THE FOREGOING PAGES, 1 THROUGH 40, COMPRISE A TRUE AND CORRECT TRANSCRIPT OF THE PROCEEDINGS HELD IN THE ABOVE-ENTITLED MATTER ON MONDAY, APRIL 16, 2007.

DATED THIS 17th DAY OF APRIL, 2007.

CHARLOTTE NICHOLAS MOHAMED, CSR #2384
OFFICIAL REPORTER

Exhibit 15

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 1 HON. JACK KOMAR, JUDGE

COORDINATION PROCEEDING SPECIAL TITLE (RULE 1550B) ANTELOPE VALLEY GROUNDWATER CASES	JUDICIAL COUNCIL COORDINATION NO. JCCP4408
PALMDALE WATER DISTRICT AND QUARTZ HILL WATER DISTRICT, CROSS-COMPLAINANTS, VS. LOS ANGELES COUNTY WATERWORKS, DISTRICT NO. 40, ET AL, CROSS-DEFENDANTS.	SANTA CLARA CASE NO. 1-05-CV-049053

REPORTER'S TRANSCRIPT OF PROCEEDINGS

MONDAY, AUGUST 11, 2008

APPEARANCES:

(SEE APPEARANCE PAGES)

GINGER WELKER, CSR #5585
OFFICIAL REPORTER

* * *

CASE NUMBER:	JCCP 4408
CASE NAME:	ANTELOPE VALLEY
LOS ANGELES, CALIFORNIA,	MONDAY, AUGUST 11, 2008
DEPARTMENT NO.	HON. JACK KOMAR
REPORTER	GINGER WELKER, CSR #5585
TIME:	9:00 A.M.
APPEARANCES:	(SEE APPEARANCE PAGES)

THE COURT: GOOD MORNING. WE HAVE A RATHER AMBITIOUS CALENDAR THIS MORNING AND, UNFORTUNATELY, NOT AS MUCH TIME AS I WOULD LIKE TO DO IT. SO LET'S START BY FINDING OUT WHO IS HERE, WHO WANTS TO APPEAR IN CONNECTION WITH THESE MATTERS.

MR. BUNN: GOOD MORNING, YOUR HONOR, THOMAS BUNN ON BEHALF OF PALMDALE WATER DISTRICT AND QUARTZ HILL WATER DISTRICT.

MR. ROBERT KUHS: ROBERT KUHS APPEARING ON BEHALF OF TEJON RANCH CORP.

MR. LEMIEUX: KEITH LEMIEUX, L-E-M-I-E-U-X, ON BEHALF OF THE LITTLE ROCK CREEK IRRIGATION DISTRICT, ET AL.

MR. O'LEARY: GOOD MORNING, YOUR HONOR, DANIEL

SOMETHING THAT MAY BE EXERCISED. IT IS A STATUTE OF LIMITATION DEFENSE. THERE IS NO LIMITATION ON THE RIGHT TO ASSERT THAT DEFENSE BECAUSE IT WAS A GOVERNMENTAL AGENCY OR ENTITY OR QUASI-GOVERNMENTAL ENTITY OR AGENCY OR A PRIVATE PARTY.

AND IT IS -- IT JUST SEEMS TO ME WE ARE TAKING LANGUAGE OUT OF CASES THAT HAS SOME SIGNIFICANCE IN THOSE CASES, BUT REALLY DOESN'T APPLY TO THE BASIC ISSUE THAT WE ARE TALKING ABOUT HERE. AND THAT IS, IS THE GOVERNMENT EVER PRECLUDED FROM ASSERTING IN THIS TYPE OF A SITUATION THE DEFENSE OF THE STATUTE OF LIMITATIONS.

AND I JUST DON'T THINK IT IS. THERE ARE ELEMENTS TO THE STATUTE OF LIMITATIONS THAT THEY HAVE TO ESTABLISH. AND SOMEHOW THAT HAS EVOLVED INTO A

SUBSTANTIVE CONCEPT OF HOW TO TAKE PROPERTY. AND -- BUT THAT IS REALLY AN OVERBROAD, I THINK, CONCLUSION THAT WE HAVE REACHED WITH REGARD TO ADVERSE POSSESSION, OR PRESCRIPTION AS THE CASE MAY BE.

BUT I SEE NOTHING IN ANY LAW THAT I HAVE EVER SEEN. I HAVE SEEN NO CASE THAT EVER SAYS THAT THE GOVERNMENT AND QUASI-GOVERNMENTAL ENTITIES CAN NOT ASSERT THE STATUTE OF LIMITATIONS AS A DEFENSE OR TO USE IT AS AN OFFENSIVE WEAPON.

MR. ZLOTNICK: WELL, I THINK, YOU KNOW, THE LAST POINT THAT THE COURT MADE IS THE KEY HERE. AND AS YOUR HONOR HAS PREVIOUSLY RECOGNIZED, THE WILLIS CLASS

SUED -- WE ARE PLAINTIFFS SO WE BROUGHT THIS CASE ESSENTIALLY IN A DEFENSIVE MODE TO PREVENT OUR RIGHTS TO BEING AFFIRMATIVELY TAKEN.

THE COURT: IT IS DECLARATORY RELIEF. YOU HAVE TO ESTABLISH WHAT YOUR RIGHTS ARE. YOU HAVE A RIGHT TO DO THAT. AND, HOPEFULLY, AT SOME POINT IN TIME IN THIS CENTURY, WE WILL GET TO THAT DETERMINATION AND THAT DECLARATION MADE.

MR. ZLOTNICK: I UNDERSTAND THE COURT'S POSITION. THE ONE FINAL POINT I WOULD LIKE TO MAKE IS JUST THAT IN THE -- I THINK THE CITY OF BARSTOW CASE MADE CLEAR THAT THE KEY IS NOT THE COMPREHENSIVENESS ISSUE. THE KEY IS -- AND I QUOTE THAT DECISION -- "BECAUSE THE COURT CANNOT FIX OR ABSOLUTELY ASCERTAIN THE QUANTITY OF WATER REQUIRED FOR FUTURE USE AT ANY GIVEN TIME."

THE COURT: AND I THINK THAT IS TRUE, BUT YOU CAN

LIMIT WHAT PEOPLE CAN PUMP.

MR. ZLOTNICK: ONE CAN LIMIT WHAT PEOPLE CAN PUMP, AND WE ARE NOT TRYING TO AVOID THAT. YOUR HONOR, THAT IS WHY WE ARE IN THIS LITIGATION. THANK YOU.

THE COURT: AND I APPRECIATE THE FACT THAT YOU ARE, MR. ZLOTNICK. I WANT YOU TO UNDERSTAND THAT.

MR. ZLOTNICK: I UNDERSTAND.

THE COURT: THE OTHER PARTIES ARE APPRECIATED, TOO.

MR. BUNN, MR. MARKMAN, YOU WANT TO SAY ANYTHING?

MR. MARKMAN: NO, YOUR HONOR, IN VIEW OF THE COURT'S DISPOSITION ON THIS, WE DON'T WANT TO GIVE OURSELVES OUT OF IT.

(LAUGHING)

THE COURT: SNATCH VICTORY FROM DEFEAT -- FROM THE JAWS OF VICTORY. OKAY. LET'S TALK ABOUT THE STATUS OF SERVICE.

MR. DUNN, YOU RECEIVED THIS DECLARATION FROM YOU SETTING FORTH WHOSE BEEN SERVED AND WHO HASN'T AND WHY CERTAIN PEOPLE HAVE NOT YET BEEN SERVED. AND ESSENTIALLY -- I'M A LITTLE RELUCTANT TO PUT IT THIS WAY, BUT WHAT I'M READING HERE IS AN EXCUSE.

BUT IT IS NOT JUSTIFICATION. WE NEED TO GET EVERYBODY SERVED. NOW WHAT ARE YOU DOING ABOUT THAT? AND I KNOW THAT IS A TOUGH QUESTION TO ANSWER.

MR. DUNN: WELL, LET ME TELL YOU WHAT WE HAVE DONE. WE HAVE IDENTIFIED AS DISCUSSED WITH THE COURT IN THE PAST PROPERTY OWNERS WHO OWN MORE THAN 100 ACRES OF LAND WITHIN THE ADJUDICATION AREA. WE HAVE COME UP WITH APPROXIMATELY 600 OF THOSE PROPERTY OWNERS.

THE COURT: WELL, LET ME CUT TO THE BOTTOM LINE HERE. AS I UNDERSTAND IT, THERE ARE 58 LARGE PROPERTY OWNERS WHO HAVE NOT YET SERVED OR AT LEAST WEREN'T SERVED AS OF THE TIME THAT I RECEIVED THE DECLARATION.

MR. DUNN: YES.

THE COURT: WHAT ARE YOU DOING TO SERVE THEM?

MR. DUNN: WE WERE WAITING TO SEE WHAT THE COURT WOULD DO ON THE CERTIFICATION OF THE CLASS OR CLASSES. THE COURT MAY OR MAY NOT RECALL THAT OVER THIS EX TENTED PERIOD OF TIME WHEN SERVICE WAS STARTED AND THEN STOPPED AND STARTED AND STOPPED -- AND I BELIEVE SEVERAL TIMES THAT HAPPENED.

BUT WHAT HAD HAPPENED IN ONE OF THOSE TIME PERIODS IS THAT WHEN WE WERE OUT PERSONALLY SERVING HUNDREDS OF THESE PROPERTY OWNERS, MANY OF THEM RESPONDED BY CONTACTING NOT JUST OUR OFFICE, BUT THEY CONTACTED THE COURT. AND THE COURT MAY RECALL WHAT IT WAS RECEIVING -- I DON'T KNOW. I GUESS IT WAS PHONE CALLS OR CORRESPONDENCE OR BOTH.

BUT THAT PROMPTED AT A HEARING HERE AND A DISCUSSION WITH THE COURT THAT LET'S PUT THIS SERVICE ON HOLD ON ALL THESE FOLKS, AND LET'S SEE IF THE CLASS MECHANISM CAN ENCOMPASS THE REMAINDER OF THESE

INDIVIDUALS AND SERVICE.

BECAUSE WHAT YOU WERE HEARING -- WHAT WE WERE TOLD THAT I KNOW IS WHAT WE HAD HEARD IS THAT WHEN WE SERVE THESE PEOPLE AND THEY CONTACT US AND SAY WE DON'T WANT TO BE A PART OF THIS. WE DON'T HAVE AN INTEREST IN IT. WE DON'T WANT TO BE A PART OF IT. WE JUST WANT TO SORT OF STAND ON THE SIDELINES AND LET THIS THING SORT OF WORK ITS COURSE.

AND WE HAVE BEEN BACK BEFORE THE COURT WITH

THIS. AND I KNOW WE HAVE GONE BACK AND FORTH WITH SERVICE, AND WE HAVE GONE BACK AND FORTH WITH CLASS CERTIFICATION. BUT THE SHORT ANSWER TO YOUR QUESTION -- AND I'LL BE VERY CLEAR ON THIS -- IS THAT WE WERE ULTIMATELY WAITING TO SEE WHAT THE FINAL RESOLUTION OF THE CLASS CERTIFICATION DEFINITIONS ARE.

BECAUSE IF THERE HAD NOT BEEN, FOR EXAMPLE, A CUTOFF AT 25-ACRE FEET, WE WOULD HAVE EFFECTIVELY PUT ALL THE REST OF THESE FOLKS INTO THIS CLASS, AND WE WOULDN'T HAVE TO DO ANYTHING MORE ON THAT.

THE COURT: EXCEPT THAT THOSE WHO ARE -- WITH THE EXCEPTION OF KERN COUNTY WHO ARE PUMPING MORE THAN 25-ACRE FEET A YEAR, HAVE BEEN CHARACTERIZED. THEY HAVE BEEN SERVED WITH THE EXCEPTION OF NINE PEOPLE.

MR. DUNN: YES.

THE COURT: SO THAT IS REALLY KIND OF ACADEMICS, AND WE'RE TALKING ABOUT A VERY SMALL NUMBER OF PEOPLE WHO ARE GOING TO BE SELF-DEFINING IN THE KERN COUNTY WHO MAY BE PUMPING.

MR. DUNN: WE HOPE SO.

THE COURT: BUT WHAT WE ARE TALKING ABOUT NOW IS THE 58 YOU WOULD HAVE LEFT OUT OF THAT 600 AND WHAT IS HAPPENING WITH THEM? THAT IS MY REAL QUESTION.

MR. DUNN: YES. THE SHORT ANSWER IS WE HAVE NOT ENGAGED IN ANY FURTHER EFFORTS TO SERVE THOSE PEOPLE WITH INDIVIDUAL SERVICE OF PROCESS. THERE HAS BEEN ONE ATTEMPTED PERSONAL SERVICE AS TO EVERYONE. AND MUCH OF

OPPORTUNITY -- THE PUBLIC WHO HAVE AN INTEREST IN THIS CASE HAVE AN OPPORTUNITY TO BE PRESENT TO OBSERVE IT EVEN THOUGH MOST OF THE STUFF WE'RE GOING TO BE DOING IS LEGAL AND EXPERT, BUT NEVERTHELESS IT'S ON OPEN COURT. ALL RIGHT. WE ARE OFF THE RECORD, AND WE'RE ADJOURNED FROM OUR CALENDAR.

(THE PROCEEDINGS WERE THEN CONCLUDED.)

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DEPARTMENT NO. 1 HON. JACK KOMAR, JUDGE

COORDINATION PROCEEDING SPECIAL TITLE (RULE 1550B)	
ANTELOPE VALLEY GROUNDWATER CASES	JUDICIAL COUNCIL COORDINATION NO. JCCP4408
PALMDALE WATER DISTRICT AND QUARTZ HILL WATER DISTRICT,	SANTA CLARA CASE NO. 1-05-CV-049053

CROSS-COMPLAINANTS,)
)
VS.)
)
LOS ANGELES COUNTY WATERWORKS,)
DISTRICT NO. 40, ET AL,)
)
CROSS-DEFENDANTS.)
_____)

I, GINGER WELKER, OFFICIAL REPORTER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT THE TRANSCRIPT DATED AUGUST 11, 2008 COMPRISES A FULL, TRUE, AND CORRECT TRANSCRIPT OF THE PROCEEDINGS HELD IN THE ABOVE ENTITLED CAUSE.

DATED THIS 12TH DAY OF AUGUST, 2008.

_____

OFFICIAL REPORTER, CSR #5585

I N V O I C E

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GINGER WELKER, CSR #5585

25916 ROYAL OAKS ROAD

STEVENSON RANCH, CALIFORNIA 91381

Exhibit 16

LOS ANGELES, CALIFORNIA; MONDAY, MAY 21, 2007; 10:00 A.M.

DEPARTMENT NO. 1 HON. JACK KOMAR, JUDGE

CASE NO.: SANTA CLARA CASE NO. 1-05-CV-049053

CASE NAME: ANTELOPE VALLEY GROUNDWATER CASES

APPEARANCES: (AS NOTED ON TITLE PAGE)

(CHARLOTTE NICHOLAS MOHAMED, CSR #2384)

---0---

THE COURT: GOOD MORNING.

THIS IS THE ANTELOPE VALLEY GROUND WATER CASES.

I THINK I WILL START WITH ASKING IF THERE ARE ANY TELEPHONIC APPEARANCES.

MR. KUNEY: YES, YOUR HONOR.

SCOTT KUNEY APPEARING ON BEHALF OF VAN DAM FARMS, ET CETERA.

MR. CROW: YOUR HONOR, MICHAEL CROW APPEARING ON BEHALF OF THE STATE OF CALIFORNIA.

MS. CAHILL: YOUR HONOR, VIRGINIA CAHILL ALSO APPEARING ON BEHALF OF THE STATE PARTIES.

MR. HOLMES: GOOD MORNING, YOUR HONOR.

MIKE HOLMES APPEARING ON BEHALF OF SPC DEL SUR RANCH, LLC.

THE COURT: ANY OTHERS?

(NO AUDIBLE RESPONSE)

THE COURT: ALL RIGHT. WE HAVE SEVERAL MATTERS ON THIS MORNING. LET'S START WITH THE DEMURRER TO THE WILLIS COMPLAINT.

MR. ORR: GOOD MORNING, YOUR HONOR.

THE COURT: SO I THINK WE ARE AT THE POINT WHERE WE NEED TO HEAR FURTHER CONCERNING THE DESCRIPTION OF THE CLASS AND THE SUBCLASSES. AND CERTAINLY WITH REGARD TO THE DEFENDANTS I WANT A REPRESENTIVE DEFENDANT TO BE DESIGNATED AT SOME POINT HERE.

MR. JOYCE: I UNDERSTAND.

THE COURT: AND I THINK THAT COUNSEL HAVE BEEN APPRISED OF THAT ON SEVERAL OCCASIONS AND I THINK THAT WE NEED TO MOVE IN THAT DIRECTION TOO.

MR. JOYCE: YOUR HONOR, I APPRECIATE IT. AND I ACCEPT THE COURT'S RULING.

THE COURT: ALL RIGHT. THANK YOU.

ANYBODY WANT TO SAY ANYTHING IN OPPOSITION TO THE MOTION?

(NO AUDIBLE RESPONSE)

THE COURT: OKAY. ALL RIGHT. THERE WAS A REQUEST FOR AN ORDER THAT -- THAT THE COURT MAKE AN ORDER CONCERNING THE REQUEST AT THE APRIL HEARING FOR JUDICIAL NOTICE. PRESUMABLY I DID NOT MAKE THAT ON THE RECORD, BUT THE REQUEST FOR JUDICIAL NOTICE IS DENIED, THE REASON BEING THAT THERE HAS BEEN NO PROVISION GIVEN TO THE COURT AS TO THE BASIS FOR THE COURT TO TAKE JUDICIAL NOTICE. IT WAS A REQUEST FOR JUDICIAL NOTICE WITHOUT ANY INDICATIONS OF WHY. SO IT IS DENIED. AND I DON'T THINK IT MAKES ANY DIFFERENCE. BUT THAT IS THE ORDER.

MS. CAHILL: THANK YOU, YOUR HONOR.

THE COURT: YOU ARE WELCOME.

THERE ARE TWO OTHER MATTERS THAT ARE HERE. ACTUALLY I WANT TO GO BACK AND TALK TO THE PUBLIC WATER

PRODUCERS ABOUT THEIR REQUEST OR ABOUT MY REQUEST THAT THERE BE A DEFENDANT REPRESENTATIVE FOR THE PURPORTED CLASS AND THE PUTATIVE CLASS.

WHO WOULD LIKE TO ADDRESS THAT? MR. DUNN?

MR. DUNN: YES, YOUR HONOR. JEFFREY DUNN.

I THINK THE BEST WAY TO ADDRESS THIS IS TO PICK UP WHERE WE WERE LAST BEFORE THE COURT. THE COURT HAD INDICATED THAT THE DEFENDANT CLASS WOULD NEED ONE OR MORE REPRESENTATIVES. AND IT WAS THE COURT'S DESIRE OR PREFERENCE, IF I COULD PUT IT THAT WAY, THAT THERE NOT HAVE TO BE AN ORDER IMPOSED UPON THE DEFENDANTS OR A GROUP OF DEFENDANTS. AND BECAUSE OF THAT, WHAT WE HAVE DONE SINCE WE WERE LAST BEFORE THE COURT IS TO SEE IF WE COULD FIND -- IN SIMPLE TERMS TO FIND SOMEBODY WHO WOULD BE WILLING TO REPRESENT THE CLASS ON A DEFENDANT BASIS, SUBJECT TO MEETING ALL THE GENERAL REQUIREMENTS FOR BOTH CLASS REPRESENTATION AND CLASS COUNSEL.

WITHOUT GETTING TOO DETAILED OR REVEALING SORT OF WHAT I GUESS WOULD BE GENERALLY OUT-OF-COURT TYPE DISCUSSIONS WITH COUNSEL, THERE HAD BEEN SOME PROGRESS MADE, IN PARTICULAR WHEN, IF I COULD CALL IT "GROUP" -- I THINK IT IS FAIR TO SAY THAT THERE IS NOT A COMPLETE AGREEMENT AT THIS POINT ON THAT GROUP WILLING TO DO IT, AT LEAST ACCORDING TO WHAT HAS BEEN PROPOSED.

SO WE ARE TODAY STILL WITHOUT SOMEONE WHO IS -- OTHER THAN MR. ZLOTNICK WITH HIS CLASS REPRESENTATION AND HIS CLIENT MISS WILLIS -- AS FAR AS I KNOW THERE IS NO ONE AS OF THIS MOMENT WHO IS STEPPING FORWARD AND SAYING "I WILL REPRESENT A DEFENDANT CLASS" AS IT HAS BEEN PROPOSED.

THE COURT: WELL, MR. DUNN, TO THE EXTENT THAT PLAINTIFF WILLIS IS, AND HAS BROUGHT A CLASS ACTION ON BEHALF OF NONPUMPERS, WHICH SEEMS TO ME TO BE THE LARGEST GROUP OF PEOPLE, THERE IS PROBABLY NO NEED FOR A DEFENDANT CLASS REPRESENTATIVE OF THAT CATEGORY OF SUBCLASS MEMBERS; WOULD YOU AGREE?

MR. DUNN: I WOULD AGREE WITH THAT, YES. WE HAVE BEEN FOCUSING -- AND I SHOULD HAVE MADE THIS CLEAR AT THE OUTSET -- OUR DISCUSSIONS OR INQUIRIES HAVE BEEN FOCUSED -- WELL, WITH THE ASSUMPTION THAT WE HAVE MISS WILLIS AND COUNSEL MR. ZLOTNICK TO HANDLE THE GROUP THAT THE COURT JUST DESCRIBED, OUR FOCUS HAS BEEN ENTIRELY ON WHAT I WOULD GENERALLY CALL "A PUMPER GROUP," THE SMALLER PUMPERS. AND THERE HAS BEEN DISCUSSIONS BACK AND FORTH ON WHERE THAT THRESHOLD WOULD BE DRAWN. BUT THE FOCUS IS ON CLASS REPRESENTATION OR SUBCLASS FOR A PUMPER GROUP.

AND THAT IS WHERE WE ARE CURRENTLY. WE DON'T HAVE -- AT LEAST AMONGST THE CURRENT DEFENDANTS IN THIS CASE -- SOMEONE WHO HAS STEPPED FORWARD AND SAID "I WILL DO IT" VOLUNTARILY.

AS THE COURT MAY RECALL, THIS IS -- THE DEFENDANT CLASS ASPECT IS MORE UNUSUAL, SHALL WE SAY, THAN THE PLAINTIFF'S CLASS. AS WE HAD EXPLAINED IN EARLIER FILINGS OR POSTINGS, THAT IN SOME CASES COURTS HAVE HAD TO RESORT TO ORDERING A DEFENDANT GROUP, GROUP OF DEFENDANTS. I KNOW THE COURT HAS INDICATED OTHERWISE. AND FOR THAT REASON WE HAVE TRIED TO ENGAGE IN DISCUSSION OR EVEN NEGOTIATION, I GUESS YOU COULD CALL IT, WITH PARTIES TO TRY AND COME UP WITH SOMEONE TO

AND SO THAT IS JUST ONE IDEA.

THE COURT: WELL, I THINK THAT IS A GOOD IDEA. I WOULD LIKE TO HEAR OTHERS CONCERNING THAT, BUT IT DOES SEEM TO ME THAT AT THIS POINT, CERTAINLY IN TERMS OF GETTING A DESCRIPTION OF THE BASIN, WHETHER THERE ARE SUBBASINS, THE STATE OF THE AQUIFER.

MR. JOYCE POINTS OUT THAT HE BELIEVES THAT THERE IS EVIDENCE SHOWING OVERDRAFT IN ONE AREA AND MAY NOT SHOW OVERDRAFT IN ANOTHER AREA. I DON'T HAVE ANY EVIDENCE CONCERNING THAT. WE HAVE NOT MADE ANY DETERMINATIONS CONCERNING THAT. AND THOSE ARE IMPORTANT ISSUES THAT HAVE TO BE DECIDED.

I THINK WE NEED TO DECIDE WHAT THE SAFE YIELD OF THE BASIN IS AND PERHAPS THERE IS MORE THAN ONE SAFE YIELD DETERMINATION THAT HAS TO BE MADE, DEPENDING ON THE NATURE OF THE AQUIFER.

SO I AGREE WITH YOU AND, YOU KNOW, I WOULD LIKE TO GET THE MATTER AT ISSUE AND GET AS MANY PEOPLE ON NOTICE WHO HAVE TO BE ON NOTICE. AND TO THE EXTENT THAT THE -- AND I WANT TO SEE THE FINAL PLEADING THAT MR. ZLOTNICK FILES ON BEHALF OF MISS WILLIS. BUT IT MAY WELL BE THAT WE CAN PROVIDE ADEQUATE NOTICE OF THE PROCEEDINGS FOR THAT CLASS ONCE THE MATTER IS AT ISSUE AND MAKE SOME DETERMINATIONS AS TO THE STATE OF THE AQUIFER. SO THAT OBVIOUSLY IS ONE OF THE FIRST ORDERS OF BUSINESS HERE.

SO I THINK WHAT WE HAVE TO HAVE IS THE MATTER AT ISSUE. AND I DON'T KNOW IF MR. ZLOTNICK -- DO YOU INTEND TO FILE AN AMENDMENT TO YOUR PLEADINGS ON INVERSE CONDEMNATION?

MR. ZLOTNICK: YOUR HONOR, I DO NEED SOME TIME TO CONFER WITH MY CLIENT AND DO A LITTLE INVESTIGATION BEFORE I CAN REALLY ANSWER THAT.

THE COURT: ALL RIGHT. IT SEEMS TO ME, THOUGH, THAT YOU NEED TO DO THAT WITHIN 30 DAYS --

MR. ZLOTNICK: YES, YOUR HONOR.

THE COURT: -- OF TODAY'S DATE.

MR. ZLOTNICK: I'M HAPPY TO DO THAT WITHIN 30 DAYS, YOUR HONOR.

THE COURT: AND THAT MEANS THAT WHAT I WOULD LIKE TO DO IS HAVE ANOTHER HEARING SCHEDULED SO THAT FOLLOWING YOUR DETERMINATION AS TO THE NATURE OF YOUR PLEADING, WE CAN DECIDE WHERE TO GO FROM THERE.

SO THAT IS GOING TO PROBABLY BE ABOUT SIXTY DAYS HENCE?

MR. ZLOTNICK: YES, YOUR HONOR. I THINK THAT MAKES SENSE.

BUT I WOULD LIKE TO JUST BRIEFLY GO BACK TO ONE OF THE POINTS THAT HAS BEEN IN THE AIR HERE. AND ALTHOUGH OUR ORIGINAL PLEADING WAS NOT LIMITED TO NONPUMPERS, I THINK, YOU KNOW, IN THE COURSE OF DISCUSSIONS WE HAVE HAD OVER THE LAST SEVERAL MONTHS, IT DOES SEEM TO ME THAT THAT IS PROBLEMATIC FOR US TO REPRESENT BOTH GROUPS. SO, YOU KNOW, I THINK THAT IT DOES NEED TO BE SOME SEPARATE REPRESENTATION.

THE COURT: IT SEEMS TO ME TO BE A CONFLICT BETWEEN THE PUMPERS AND NONPUMPERS.

MR. ZLOTNICK: RIGHT. THERE SEEMS TO BE. THERE ARE DIFFERENT ISSUES.

NATURE OF THE BASIN. I THINK IT WOULD BE MORE PRACTICAL TO DO --

THE COURT: NONE OF THIS, MR. WEINSTOCK, WE CAN DO IN ANY BINDING WAY UNTIL WE HAVE EVERYBODY A PARTY AND SERVED, EITHER AS A CLASS MEMBER OR AS A DEFENDANT CLASS OR OTHERWISE. AND SO FAR, IT HAS BEEN LIKE PULLING TEETH TO GET THAT TO OCCUR. AND I'VE BEEN TALKING ABOUT THAT NOW FOR A LONG TIME. AND ONCE THAT IS ACCOMPLISHED I WILL BE VERY HAPPY TO START HEARING EVIDENCE CONCERNING ALL OF THE ISSUES THAT YOU JUST DESCRIBED. BUT UNTIL THAT HAS HAPPENED, IT WOULD BE AN EXERCISE IN FUTILITY AND REDUNDANCY FOR THE COURT TO START HEARING THAT KIND OF EVIDENCE.

MR. WEINSTOCK: ABSOLUTELY, YOUR HONOR. AND THAT IS WHY WE WOULD NOT PROPOSE SCHEDULING THIS TRIAL IN THE NEXT FEW MONTHS BECAUSE WE ASSUMED THAT WHEN WE HAVE A HEARING IN JULY, THAT IT WILL TAKE MORE TIME AFTER THAT BEFORE ALL THE PARTIES ARE ACTUALLY JOINED AND REPRESENTED.

THE COURT: MR. WEINSTOCK, I CAN'T EVEN SEND OUT A NOTICE OF TRIAL UNTIL I HAVE ALL THE PARTIES WHO ARE GOING TO BE INVOLVED IN THAT TRIAL HERE.

MR. WEINSTOCK: WELL, YOUR HONOR, THE NOTICE OF TRIAL COULD CERTAINLY GO OUT BUT IT WOULDN'T BE BINDING ON PEOPLE WHO AREN'T PARTIES YET. BUT WE THINK IF WE SCHEDULE THIS FOR THE END OF THE YEAR, THERE SHOULD BE ENOUGH TIME TO DO EVEN THAT.

THE COURT: WELL, I THINK THAT I CAN SCHEDULE IT. I WOULDN'T DO IT IN DECEMBER; DECEMBER IS A VERY BAD TIME TO TRY AND GET LAWYERS TO DO ANYTHING. BUT JANUARY IS PROBABLY A

Exhibit 17

Mike McLachlan

From: Mike McLachlan
Sent: Monday, June 20, 2011 12:14 PM
To: Jeffrey Dunn
Cc: Wellen, Warren; Eric Garner; Dan Oleary
Subject: revised Wood Agreement
Attachments: RV_PUB-767215-v23-AV - LOS ANGELES COUNTY - WOOD CLASS SETTLEMENT.doc

I attach a redlined revision to the settlement agreement that I think deals with the Court's comments, other than the one about class member vs. household, which we agreed should stay as is.

Please let me know your thoughts on this draft. I would also like to know whether these modifications will require this to go back through the entire Board of Supervisor process. We have a number of steps we may need to take, contingent upon whether a settlement can be re-drafted, the timing on that, and what occurs at the next status conference.

Mike McLachlan
Law Offices of Michael D. McLachlan, APC
10490 Santa Monica Boulevard
Los Angeles, CA 90025
Office: 310-954-8270
Fax: 310-954-8271

Mike McLachlan

From: Wellen, Warren <Wwellen@counsel.lacounty.gov>
Sent: Thursday, July 14, 2011 5:54 PM
To: Mike McLachlan; Eric Garner; Stefanie Hedlund
Cc: Dan Oleary; Jeffrey Dunn
Subject: RE: Revised Draft Agreement

Yes, the revised version is consistent with what the Board has already approved. I have confirmed with my boss that we do not need to seek further Board approval for the revised agreement.

Warren R. Wellen
Principal Deputy County Counsel
Office of the County Counsel
County of Los Angeles
500 West Temple Street
Los Angeles, CA 90012
Tel: (213) 974-9668
Fax: (213) 687-7337

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Thursday, July 14, 2011 5:54 PM
To: Eric Garner; Stefanie Hedlund
Cc: Dan Oleary; Jeffrey Dunn; Wellen, Warren
Subject: RE: Revised Draft Agreement

And I will assume Warren and Jeff still agree that this modified version does not have to go back to the Board.

From: Eric Garner [mailto:Eric.Garner@bbklaw.com]
Sent: Thursday, July 14, 2011 5:42 PM
To: Mike McLachlan; Stefanie Hedlund
Cc: Dan Oleary; Jeffrey Dunn; Wwellen@counsel.lacounty.gov
Subject: RE: Revised Draft Agreement

once we are all okay with the clean document I need to circulate to the other PWS.

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Thursday, July 14, 2011 5:45 PM
To: Eric Garner; Stefanie Hedlund
Cc: Dan Oleary; Jeffrey Dunn; Wwellen@counsel.lacounty.gov
Subject: Re: Revised Draft Agreement

Mike McLachlan

From: Mike McLachlan
Sent: Tuesday, July 19, 2011 5:08 PM
To: keith@lemieux-oneill.com
Cc: wayne@lemieux-oneill.com; Dan Oleary; Jeffrey Dunn; Tom Bunn; Bradley T.Weeks; 'wmiliband@awattorneys.com'; Doug Evertz
Subject: RE: Revised Small Pumper Settlement

Keith, This was drafted by BBK and plaintiff's counsel with the Court's comments in mind. It winds up being essentially the Willis agreement, with water allocations deferred. Your use of the word 'reconsider' suggests you are thinking about not participating.

We are either going to litigate this the prescription claims now, or pursue settlement. If your clients perceive some benefit to litigating the class claims, that is certainly their right. If you feel there is some modification in the agreement that is material to your clients such that you need to discuss that with them, I would urge you to do so soon. We plan to file this by August 5 for hearing on the 30th. We will pursue the revised settlement with any and all those public water suppliers who are willing. Presently I believe that everyone else remains on board.

Mike McLachlan
Law Offices of Michael D. McLachlan, APC
10490 Santa Monica Boulevard
Los Angeles, CA 90025
Office: 310-954-8270
Fax: 310-954-8271

From: keith@lemieux-oneill.com [mailto:keith@lemieux-oneill.com]
Sent: Monday, July 18, 2011 4:53 PM
To: Mike McLachlan
Cc: wayne@lemieux-oneill.com
Subject: RE: Revised Small Pumper Settlement

We will need to reconsider this in light of the judge's comments and the other settlement efforts. I will let you know our thoughts once we have a chance to talk to our various boards.

W. Keith Lemieux
Lemieux & O'Neill
4165 East Thousand Oaks Blvd, Suite 350
Westlake Village, CA 91362
Office: 805.495.4770
Cell: 805.208.6952

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Thursday, July 14, 2011 6:26 PM
To: Tom Bunn; Doug Evertz; James L. Markman; Wayne Lemieux; Keith Lemieux; Bradley T.Weeks; 'Tootle, John';

Mike McLachlan

From: Mike McLachlan
Sent: Tuesday, July 19, 2011 10:50 PM
To: Eric Garner; Jeffrey Dunn; 'Wellen, Warren'
Subject: RE: Small pumper settlement

The concern is, again, Lemieux. I have no interest in wrestling with these guys on the settlement.

From: Eric Garner [mailto:Eric.Garner@bbklaw.com]
Sent: Tuesday, July 19, 2011 7:29 PM
To: Mike McLachlan; Jeffrey Dunn; 'Wellen, Warren'
Subject: RE: Small pumper settlement

Mike,

We will discuss internally and get back to you.

Eric

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Tuesday, July 19, 2011 4:34 PM
To: Jeffrey Dunn; 'Wellen, Warren'; Eric Garner
Subject: Small pumper settlement

Does the County are if this settlement does not include every public water supplier? I inquired last time around and I recall the answer was no, but I would like to reconfirm.

Mike McLachlan
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Los Angeles, CA 90025
Office: 310-954-8270
Fax: 310-954-8271

Mike McLachlan

From: Mike McLachlan
Sent: Thursday, August 04, 2011 12:44 PM
To: Tom Bunn
Subject: RE: Revised Small Pumper Settlement

Tom, I have not responded further on this as it is apparent this settlement is not going forward right now. The county has gone back into 'non-responsive' mode.

Mike

From: Tom Bunn [mailto:TomBunn@lagerlof.com]
Sent: Thursday, July 28, 2011 11:55 AM
To: Mike McLachlan; Doug Evertz; James L. Markman; Wayne Lemieux; keith@lemieux-oneill.com; Bradley T.Weeks; Tootle, John; wmiliband@awattorneys.com; Steven R. Orr
Cc: Eric Garner; Wwellen@counsel.lacounty.gov; Jeffrey Dunn; Stefanie Hedlund; Dan Oleary
Subject: RE: Revised Small Pumper Settlement

Mike,

Thank you for your revised draft. As to my third suggestion regarding meters, I still think it is appropriate to use language similar to the language you put elsewhere in the agreement – for example, "The Wood Class Members whose pumping exceeds the annual production of 3 acre-feet per year, or such other allocation as set by the Corut, agree to provide Replacement Water …" and "The Settling Defendants agree and recognizes that the 3 acre-foot per year pumping right, set forth in IV.D.2, above, or any lesser amount set by the Court, is domestic use pursuant to California Water Code section 106." Why can't we use the same language for meters?

However, as an alternative, I would consider deleting the entire paragraph relating to meters (paragraph 2 on page 14) and leave it up to the court and the Watermaster.

Tom

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Tuesday, July 26, 2011 2:37 PM
To: Tom Bunn; Doug Evertz; James L. Markman; Wayne Lemieux; keith@lemieux-oneill.com; Bradley T.Weeks; Tootle, John; wmiliband@awattorneys.com; Steven R. Orr
Cc: Eric Garner; Wwellen@counsel.lacounty.gov; Jeffrey Dunn; Stefanie Hedlund; Dan Oleary
Subject: RE: Revised Small Pumper Settlement

Tom, I made the first change. I also made the second change, which I think is simply not appropriate given the court's numerous comments about tying his hands on any of the terms of a physical solution. If he comments on that, I am pointing the finger at you, ok? You might discuss it with Eric and Jeff.

I did not make change number 3 as it simply makes no sense. The agreement no longer has a 3 afy exemption. We don't know what the class number will be, whether it is subject to exemption, etc. The judge will decide that down the road along with various other elements of the physical solution, if that comes to pass.

If we are going to resolve the class claims without further litigation, we need to move this forward. If this is not filed for approval next week, it will not be heard on the 30th. If that does not occur, we are going to propound a good deal of written discovery and start taking PMK depositions.

Exhibit 18

Mike McLachlan

From: Mike McLachlan
Sent: Thursday, May 23, 2013 7:15 AM
To: Tom Bunn; Jeffrey Dunn; John Tootle (jtootle@calwater.com); Doug Evertz; Brad Weeks (brad@charltonweeks.com); Keith Lemieux (Keith@lemieux-oneill.com)
Cc: Dan Oleary; Warren Wellen (wwellen@counsel.lacounty.gov)
Subject: Small Pumper class settlement

I have previously discussed with some of you the concept of settling with the water suppliers and proceeding against the landowners if they would not agree to terms with the Class. There are essentially two options here: (1) the landowners agree to our water rights allocation as set forth before and there is a global settlement with the Class; (2) we settle on terms with your clients similar to the Willis settlement (prescription surrendered and class bound by ultimate physical solution judgment), and we proceed against the landowners on the complaint filed yesterday, seeking our fees and costs against them alone at a later date.

If option 1 is the course, which is believe more likely, your clients will also need to agree not to object to the rather limited fees and filing cost relative to the landowner complaint. Your clients can reserve the right to challenge the hourly rate.

Please let me know whether your clients wish to proceed.

Mike McLachlan
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10490 Santa Monica Boulevard
Los Angeles, CA 90025
Office: 310-954-8270
Fax: 310-954-8271

Mike McLachlan

From: Eric Garner <Eric.Garner@bbklaw.com>
Sent: Thursday, May 23, 2013 4:22 PM
To: Mike McLachlan
Cc: Dan Oleary; Wellen, Warren
Subject: RE: New Filing

Okay, I won't be in San Jose tomorrow but Warren and I will be back to you on a time to talk next week.

Eric

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Thursday, May 23, 2013 4:00 PM
To: Eric Garner
Cc: Dan Oleary
Subject: RE: New Filing

I will be in San Jose tomorrow and available next week.

Mike McLachlan

-------- Original message --------
From: Eric Garner <Eric.Garner@bbklaw.com>
Date: 05/23/2013 3:56 PM (GMT-08:00)
To: Mike McLachlan <mike@mclachlanlaw.com>
Cc: "'Wellen, Warren"' <Wwellen@counsel.lacounty.gov>,Jeffrey Dunn <jeffrey.dunn@BBKLAW.COM>
Subject: New Filing

Mike,

Warren forwarded to me the email you sent to the public water suppliers. I am very intrigued by your filing and we would like to discuss it with you and also discuss the options you outlined in your email. We are very busy this week trying to complete stipulations. Do you have any time next week, probably after Tuesday since that is the first day of trial, when we could set up a phone conference?

Eric

Mike McLachlan

From: Eric Garner <Eric.Garner@bbklaw.com>
Sent: Monday, June 10, 2013 8:42 AM
To: Mike McLachlan
Cc: Dan Oleary
Subject: RE: Antelope call, 9:30

Mike,

I will review this and call your cell. My 8:30 conf call is running late, can I call you closer to 9:45?

Eric

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Monday, June 10, 2013 8:36 AM
To: Eric Garner
Cc: Dan Oleary
Subject: Antelope call, 9:30

Eric, please call on my cell, 310-936-4292.

I attach what I believe to be the last draft of the small pumper class settlement with the water suppliers from July of 2011. As you may recall, we had a settlement at that time which was objected to by several landowners based on the water right defined by the settlement. The Court suggested we pull the defined water right out. After that hearing, I met with Jeff, Warren and Richard Wood and we decided to pursue the Court's suggestion, and prepare a draft that looked more like the Willis settlement.

Since that time, our position has changed a bit, most noticeably with regard to the 3 afy per parcel average for domestic use. What I envision is inserting some "agree not to object to" language relative to the water right and some of the related terms. The attached .pdf file is from my most recent round of discussions with the landowners in April, which arose from the Robie meetings. The redlining is my markup to a set of hastily drawn up bullet points, and below that is some specific language Zimmer asked me to prepare for the larger settlement agreement.

If the terms are agreed to by the water suppliers, my plan would be to take the agreement in substance to the landowners on a two-week or less timetable to agree to the terms. Those who agreed would be added to the agreement. With the others, we will continue to litigate against.

Going forward, your client would not be obligated for legal fees beyond what is necessary to bring Wood v. LACW District 40 to a close (language close to what is contained in the Willis agreement). You would be required to complete the funding of the Court-appointed expert work, which is mid-stream and essential if we are to litigate against the water right issue. That cost is small when compared to the legal fees, but is not one we can recover even if we prevail.

Mike McLachlan

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10490 Santa Monica Boulevard
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Fax: 310-954-8271

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This email and any files or attachments transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via reply email and immediately delete the email you received.

Mike McLachlan

From: Mike McLachlan
Sent: Wednesday, June 19, 2013 11:32 AM
To: Warren Wellen (wwellen@counsel.lacounty.gov)
Cc: Dan Oleary; Jeffrey Dunn; Eric Garner (eric.garner@bbklaw.com)
Subject: Antelope Valley, Small Pumpers Class

Warren,

This shall memorialize our discussion last night regarding Waterworks District 40s decision not to resolve the pending lawsuit with the Richard Wood and the Small Pumper Class. You have cited some undefined concerns of a party or parties who are not defendants to the action.

This about-face runs counter to a series of discussions I have had with BB&K over the last six to eight months, but certainly your client can elect to continue the litigation with the Class.

Since we did not discuss any substantive terms of settlement, and I do not do so here, I do not consider this to be a settlement communication.

Mike McLachlan
Law Offices of Michael D. McLachlan, APC
10490 Santa Monica Boulevard
Los Angeles, CA 90025
Office: 310-954-8270
Fax: 310-954-8271

Mike McLachlan

From: Mike McLachlan
Sent: Wednesday, June 26, 2013 1:20 PM
To: Tom Bunn; Brad Weeks (brad@charltonweeks.com); Keith Lemieux (Keith@lemieux-oneill.com); Doug Evertz; Wes Miliband (wmiliband@awattorneys.com); John Tootle (jtootle@calwater.com)
Cc: Dan Oleary
Subject: Small Pumper Class Settlement

Gentlemen,

I write to inform you that we plan to move forward with a partial settlement with a number of you. We will not be doing this more than once, so if your client would like to permanently end its exposure to our legal fees, now is the time.

You will note that Waterworks' counsel is not copied on this e-mail, although they are aware we plan to move forward with this partial settlement. Warren has indicated to me that he sees some leverage arising from the latest class complaint and wishes to defer settlement with the class for some undefined period.

With regard to legal fees, subject to Court approval, we would agree to cap our request for fees at your clients respective share of the gross fee request as determined by that client's average annual groundwater production during the pendency of this action (2008 to 2012) as a ratio of the production for all ten defendants.

If your client(s) are interested in participating, please let me know. Later this week I hope to be able to circulate a proposed settlement agreement to those interested.

Mike McLachlan
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10490 Santa Monica Boulevard
Los Angeles, CA 90025
Office: 310-954-8270
Fax: 310-954-8271

Mike McLachlan

From: Mike McLachlan
Sent: Wednesday, July 03, 2013 9:05 AM
To: Tom Bunn; Doug Evertz; Wes Miliband (wmiliband@awattorneys.com); Brad Weeks (brad@charltonweeks.com); Wayne Lemieux (Wayne@lemieux-oneill.com); John Tootle (jtootle@calwater.com)
Cc: Dan Oleary
Subject: Wood class settlement
Attachments: WOOD CLASS SETTLEMENT v29.doc

Per my email of a week ago, I enclose a draft settlement agreement. This is substantively unchanged from the version we drafted with BBK and some of you two years ago after the prior settlement was not approved by the Court.

I have left all the parties in the agreement, and will adjust that language once we know who is settling now.

I did not yet modify the legal fees language along the lines set forth in my last email, but will draft appropriate language once it is confirmed who is settling. Unless I hear otherwise, WW is still out.

Mike McLachlan
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10490 Santa Monica Boulevard
Los Angeles, CA 90025
Office: 310-954-8270
Fax: 310-954-8271

Mike McLachlan

From:	Mike McLachlan
Sent:	Thursday, August 15, 2013 5:03 PM
To:	Tom Bunn; Doug Evertz; Brad Weeks (brad@charltonweeks.com); Wes Miliband (wmiliband@awattorneys.com)
Cc:	John Tootle (jtootle@calwater.com); Keith Lemieux (Keith@lemieux-oneill.com); Dan Oleary
Subject:	Small Pumper class settlement
Attachments:	WOOD CLASS SETTLEMENT v29.doc

Gentlemen,

The four of you have indicated that your clients would like to settle with the small pumper class. It has been about six weeks since I forwarded the draft settlement agreement, but to date I have received only limited comment from one of you. If your client no longer wishes to pursue settlement with the Class at this time, please let us know.

As part of this proposal, we have offered, for the limited purpose of this settlement, to limit the fee request to your clients' proportionate share of total public water supplier pumping during the years of 2011 and 2012, as reflected in the Phase 4 trial stipulation. We have also agreed not to pursue your clients for legal fees incurred after the final approval of the settlement. This offer will be withdrawn as of September 3, 2013.

For Keith and John, who have not responded to the earlier settlement-related emails, we will assume that you have discharged your duties to forward the settlement offer to your clients, and they have declined. The smaller water suppliers in particular should understand that, in absence of an indemnity agreement from Waterworks District 40, the joint and several liability arising from a fee award under C.C.P. section 1021.5 could increase these defendants' individual exposure by a factor of several hundred times the offer that is currently on the table (in dollars, seven figures).

Mike McLachlan
Law Offices of Michael D. McLachlan, APC
10490 Santa Monica Boulevard
Los Angeles, CA 90025
Office: 310-954-8270
Fax: 310-954-8271

Mike McLachlan

From: Mike McLachlan
Sent: Monday, August 19, 2013 8:48 PM
To: Tom Bunn; Wesley A. Miliband; Doug Evertz; brad@charltonweeks.com
Cc: jtootle@calwater.com; Keith@lemieux-oneill.com; Dan Oleary
Subject: RE: Small Pumper class settlement

I am informed by John that Cal Water is similarly interested. I will send some fee language tomorrow, and see if I can't clean up a few non-substantive items in the document.

As we did two years ago, I need your input on the form and substance, so we can get a final version to take your respective clients/boards for approval.

Mike McLachlan
Law Offices of Michael D. McLachlan, APC
10490 Santa Monica Boulevard
Los Angeles, CA 90025
Office: 310-954-8270
Fax: 310-954-8271

From: Tom Bunn [mailto:TomBunn@lagerlof.com]
Sent: Monday, August 19, 2013 12:10 PM
To: Mike McLachlan; Wesley A. Miliband; Doug Evertz; brad@charltonweeks.com
Cc: jtootle@calwater.com; Keith@lemieux-oneill.com; Dan Oleary
Subject: RE: Small Pumper class settlement

PWD is still interested.

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Monday, August 19, 2013 12:09 PM
To: Wesley A. Miliband; Tom Bunn; Doug Evertz; brad@charltonweeks.com
Cc: jtootle@calwater.com; Keith@lemieux-oneill.com; Dan Oleary
Subject: RE: Small Pumper class settlement

Wes,

Although we have discussed your email by phone last week, I thought I would respond briefly for the benefit of others, and to update you further.

I suspect what the confusion you reference in your e-mail arises from the sequence of the phone calls to various counsel, and more specifically that in the timeframe you reference, the fact that I likely spoke to you first. Shortly thereafter, I confirmed with Doug, Tom and Brad that their respective clients remained interested in settling.

I did not circle back to you at that time because of the mechanics of the proposed settlement. Unfortunately, it is not cost effective to have a standalone settlement with your client by itself, given the attorney time and costs of notice involved. In recent days, I have again spoken with Brad and Doug, who have confirmed their respective client's continuing interest in this settlement (subject to further detailed client discussions and comment on the draft settlement agreement).

I do not know as of today where PWD stands, but even if that supplier is no longer interested, a settlement with Rosamond CSD, QHWD, and your client is workable. I suspect when he gets the time, we will here further from Tom.

I hope that nobody is bothered by my sharing any of the information above, as it seems necessary for all to be informed. This e-mail string is obviously a settlement communication among those listed parties. Unless until John or Keith indicate interest in the settlement, we will drop them from the string going forward. But their clients are still welcome to participate if they so choose.

Mike McLachlan
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10490 Santa Monica Boulevard
Los Angeles, CA 90025
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Fax: 310-954-8271

From: Wesley A. Miliband [mailto:wmiliband@awattorneys.com]
Sent: Thursday, August 15, 2013 6:01 PM
To: Mike McLachlan; Tom Bunn; Doug Evertz; brad@charltonweeks.com
Cc: jtootle@calwater.com; Keith@lemieux-oneill.com; Dan Oleary
Subject: RE: Small Pumper class settlement

Mike,

Your email is surprising – it is inconsistent with our conversations from six weeks or so ago, wherein you told me that there is no sense in moving forward with this settlement agreement without certain suppliers interested in settling with the Wood Class (also, see your July 3 email which expresses the same uncertainty in moving forward with this process). Our discussions ended with you saying that you would need to confirm settlement interest from Tom and other suppliers' counsels in order for you to assess whether pursuing the settlement was worthwhile. Also, my question remains unanswered as to what your attorneys' fees and costs are to date.

I heard nothing more until your email below, though it appears PWD and QHWD are interested in settlement with the Wood Class. I believe PPHCSD remains interested in pursuing the settlement, and I do have specific comments that I can provide on the draft agreement.

Please let me know within the next week the Wood Class' fees and costs to date. I will be on vacation next week, but I can provide detailed comments about the agreement during the week of Aug. 26.

Thanks,
Wes

Mike McLachlan

From: Bradley T. Weeks <Brad@charltonweeks.com>
Sent: Friday, October 18, 2013 12:50 AM
To: Mike McLachlan
Subject: Wood Class Settlement

Follow Up Flag: Follow Up
Due By: Friday, October 18, 2013 7:25 AM
Flag Status: Flagged

Please withdraw Quartz Hill Water District from the motion for preliminary approval of the partial class settlement and be advised it has not approved the Wood Class Stipulation of Settlement.

Brad

Bradley T. Weeks
Charlton Weeks LLP
1031 West Avenue M-14, Sute A
Palmdale, CA 93551
(661) 265-0969
www.charltonweeks.com

Exhibit 19

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

Coordination Proceeding Special Title (Rule 1550 (b)) **ANTELOPE VALLEY GROUNDWATER CASES**	Judicial Council Coordination Proceeding No. 4408 [Assigned to The Honorable Jack Komar, Judge Santa Clara County Superior Court, Dept. 17] Santa Clara Court Case No. 1-05-CV-049053 **STIPULATION FOR ENTRY OF JUDGMENT AND PHYSICAL SOLUTION**

1. The undersigned Parties ("Stipulating Parties") stipulate and agree to the entry of the proposed Judgment and Physical Solution ("Judgment"), attached hereto as Exhibit 1 and incorporated herein by reference, as the Judgment in this Action. This Stipulation is expressly conditioned, as set forth in Paragraph 4 below, upon the approval and entry of the Judgment by the Court.

2. The following facts, considerations and objectives, among others, provide the basis for this Stipulation for Entry of Judgment ("Stipulation"):

a. The Judgment is a determination of all rights to Produce and store Groundwater in the Basin.

b. The Judgment resolves all disputes in this Action among the Stipulating Parties.

c. The Stipulating Parties represent a substantial part of the total Production within the Basin.

d. There exists now and has existed for many years an Overdraft on the Groundwater supply within the Basin.

e. It is apparent to the Stipulating Parties that protection of the rights of the Stipulating Parties and protection of the public interest within the Basin require the development and imposition of a Physical Solution.

f. The Physical Solution contained in the Judgment is in furtherance of the mandate of the State Constitution and the water policy of the State of California.

g. Entry of the Judgment will avoid the time, expense, and uncertainty associated with continued litigation.

h. The Judgment will create incentives, predictability and long-term certainty necessary to promote beneficial use of the Basin's Groundwater resources to the fullest extent practicable and for the greatest public benefit.

i. The Judgment will create opportunities for state and local funding as may be available to promote greater development and beneficial use of the Basin's Groundwater resources.

j. The Judgment will aid in securing a reliable and cost-effective water supply to serve the Stipulating Parties' constituencies and communities.

3. Defined terms in the Judgment shall have the same meaning in this Stipulation.

4. The provisions of the Judgment are related, dependent and not severable. Each and every term of the Judgment is material to the Stipulating Parties' agreement. If the Court does not approve the Judgment as presented, or if an appellate court overturns or remands the Judgment entered by the trial court, then this Stipulation is *void ab initio* with the exception of Paragraph 6, which shall survive.

5. The Stipulating Parties will cooperate in good faith and take any and all necessary and appropriate actions to support the Judgment until such time as this Judgment is entered by the Court, and appeals, if any, are final, including:

a. Producing evidentiary testimony and documentation in support thereof;

b. Defending the Judgment against Non-Stipulating Parties, including, as appropriate, providing evidence of the Stipulating Parties' prescriptive and self-help rights.

6. Each Stipulating Party has agreed to this Stipulation without admitting any factual or legal provisions of this Stipulation or the proposed Judgment. In the event that this Stipulation is void, or if trial is necessary against any Non-Stipulating Party to determine issues provided for in the Judgment, the resulting factual or legal determinations shall not bind any Stipulating Party or become law of the case.

7. As consideration and as a material term of this Stipulation, the Stipulating Parties hereby declare that they are not aware of any additional Person pumping Groundwater, or landowner owning property in the Basin, that is not either named as a Party in the Action, included in the Non-Pumper Class or Small Pumper Class, or a Defaulting Party.

8. The Stipulating Parties, in order to protect the Basin from over-pumping, have stipulated and agreed to the terms of the Judgment and have agreed to substantial cuts to water allocation compared with what they claim under California law, and in the case of the United States, also under federal law. In return, the Stipulating Parties have agreed to provisions in the Physical Solution which are only available by stipulation. These provisions include, without limitation, the right to transfer Production Rights and the right to Carry Over rights from year to year, as set forth in the Judgment. Non-Stipulating Parties, or any other Parties contesting the Judgment, shall not be entitled to the benefit of these provisions, and shall have only the rights to which they may be entitled by law according to proof at trial.

9. The Stipulating Parties agree to request the Court to order the representatives of the Non-Pumper Class and the Small Pumper Class to identify any Persons which have opted out of the Classes and provide the identities of any opt-outs to District No. 40 within twenty (20) days of the Court's order approving this Stipulation. District No. 40 will assure that all Persons opting out of the Classes have been named, served, and defaulted or otherwise adjudicated, and will provide a report to the Court and the Stipulating Parties.

10. As consideration for this Stipulation between the Stipulating Parties, District No. 40 specifically agrees to the following:

a. District No. 40 agrees to identify all landowners in the Basin, to confirm that each landowner was served, and to confirm that each landowner is a part of the Non-Pumper Class, the Small Pumper Class, the Stipulating Parties, a Defaulting Party, or a Party that has appeared, as the case may be. District No. 40 will file a report containing this information with the Court and with all Parties.

b. District No. 40 agrees to take all available steps and procedures to prevent any Person that has not appeared in this Action from raising claims or otherwise contesting the Judgment.

11. The Public Water Suppliers and no other Parties to this Stipulation shall pay all reasonable Small Pumper Class attorneys' fees and costs through the date of the final Judgment in the Action, in an amount either pursuant to an agreement reached between the Public Water Suppliers and the Small Pumper Class or as determined by the Court. The Public Water Suppliers reserve the right to seek contribution for reasonable Small Pumper Class attorneys' fees and costs through the date of the final Judgment in the Action from each other and Non-Stipulating Parties. Any motion or petition to the Court by the Small Pumper Class for the payment of attorneys' fees in the Action shall be asserted by the Small Pumper Class solely as against the Public Water Suppliers (excluding Palmdale Water District, Rosamond Community Services District, City of Lancaster, Phelan Piñon Hills Community Services District, Boron Community Services District, and West Valley County Water District) and not against any other Party.

12. In consideration for the agreement to pay Small Pumper Class attorneys' fees and costs as provided in Paragraph 11 above, the other Stipulating Parties agree that during the Rampdown established in the Judgment, a drought water management program ("Drought Program") shall be implemented as provided in Paragraphs 8.3, 8.4, 9.2 and 9.3 of the Judgment.

13. The Stipulating Parties do not object to the award of an incentive to Richard Wood, the Small Pumper Class representative, in recognition of his service as Class representative. The Judgment shall provide that Richard Wood has a Production Right of up to five (5) acre-feet per year for

reasonable and beneficial use on his parcel, free of a Replacement Water Assessment. This Production Right shall not be transferable and is otherwise subject to the provisions of the Judgment. If the Court approves this award of an additional two (2) acre-feet of water, such award shall be in lieu of any monetary incentive payment.

14. The Stipulating Parties agree that an orderly procedure for obtaining the Court's approval of the Judgment is a material term to this Stipulation. The Parties agree that the Case Management Order attached hereto as Appendix 1 is an appropriate process for obtaining such approval.

15. The Stipulating Parties agree that this Stipulation shall bind and benefit them, and will be binding upon and benefit all their respective heirs, successors-in-interest and assigns.

16. Each signatory to this Stipulation represents and affirms that he or she is legally authorized to bind the Stipulating Party on behalf of whom he or she is signing. The Stipulating Parties understand that this Stipulation and the Judgment are not effective as to the Small Pumper Class until the Court grants approval of a settlement agreement in *Wood v. Los Angeles County Waterworks District No. 40 et al.*

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40

By: Gail Farber Date: 2/24/15
Gail Farber
Director of Public Works

Approved as to form by:
Mark J. Saladino, County Counsel

By:
Warren R. Wellen
Principal Deputy County Counsel

Approved as to form by: Eric L. Garner

By:
~~Eric L. Garner~~ Jeffrey V. Dunn and Eric L. Garner
Best Best & Krieger

Exhibit 20

ALESHIRE & WYNDER, LLP
DAVID J. ALESHIRE, Bar No. 65022
WILLIAM W. WYNDER, Bar No. 84753
WESLEY A. MILIBAND, Bar No. 241283
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Telephone: (949) 223-1170
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wwynder@awattorneys.com
wmiliband@awattorneys.com

Attorneys for Defendant and Cross-Complainant,
Phelan Piñon Hills Community Services District

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES - CENTRAL DISTRICT

Coordination Proceeding Special Title (Rule 1550(b)) **ANTELOPE VALLEY GROUNDWATER CASES** Included Actions: *Los Angeles County Waterworks District No. 40 v. Diamond Farming Co., et al.* Los Angeles County Superior Court, Case No. BC 325 201 *Los Angeles County Waterworks District No. 40 v. Diamond Farming Co., et al.* Kern County Superior Court, 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.* Riverside County Superior Court, Consolidated Action, Case Nos. RIC 353 840, RIC 344 436, RIC 344 668 AND RELATED CROSS-ACTIONS	Judicial Council Coordination Proceeding No. 4408 (For Filing Purposes Only:. Santa Clara County Case No.: 1-05-CV-049053) Assigned for All Purposes To: Judge: Hon. Jack Komar (Filing Fees Exempt, Per Gov't Code § 6103) **DECLARATIONS OF SETTLING DEFENDANTS TO WOOD CLASS PARTIAL CLASS SETTLEMENT IN SUPPORT OF WOOD CLASS MOTION FOR FINAL APPROVAL OF PARTIAL CLASS SETTLEMENT** Hearing Date: December 11, 2013 Phase Five Trial Date: February 10, 2014 Phase Six Trial Date: August 4, 2014

PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT

I, Wesley A. Miliband, declare:

1. I am a partner with the law firm of Aleshire & Wynder, LLP, attorney of record for Phelan Piñon Hills Community Services District ("PPHCSD") in this action. I have personal knowledge of each fact stated in this declaration, and if called as a witness, I could and would competently testify thereto.

2. PPHCSD, Palmdale Water District, Rosamond Community Services District, and City of Lancaster ("Settling Defendants") have entered into a settlement agreement with the Wood Class, for which the Court granted preliminary approval of on October 25, 2013 and for which the Court is set to determine final approval of on December 11, 2013 ("Settlement Agreement").

3. I did not negotiate with the Wood Class (including its legal counsel) about the Wood Class' attorneys' fees or costs that are included within the Settlement Agreement until and after I came to agreement with the Wood Class on the substantive terms of the Settlement Agreement that do not relate to payment of the Wood Class' attorneys' fees and costs.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of December, 2013, at Irvine, California.

Wesley A. Miliband

PALMDALE WATER DISTRICT

I, Thomas Bunn, III, declare:

1. I am a partner with the law firm of Lagerlof, Senecal, Gosney & Kruse, LLP, attorney of record for Palmdale Water District ("PWD") in this action. I have personal knowledge of each fact stated in this declaration, and if called as a witness, I could and would competently testify thereto.

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2. Phelan Piñon Hills Community Services District, PWD, Rosamond Community Services District, and City of Lancaster ("Settling Defendants") have entered into a settlement agreement with the Wood Class, for which the Court granted preliminary approval of on October 25, 2013 and for which the Court is set to determine final approval of on December 11, 2013 ("Settlement Agreement").

3. I did not negotiate with the Wood Class (including its legal counsel) about the Wood Class' attorneys' fees or costs that are included within the Settlement Agreement until and after I came to agreement with the Wood Class on the substantive terms of the Settlement Agreement that do not relate to payment of the Wood Class' attorneys' fees and costs.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of December, 2013, at Pasadena, California.

Thomas Bunn, III

ROSAMOND COMMUNITY SERVICES DISTRICT AND CITY OF LANCASTER

I, Douglas J. Evertz, declare:

1. I am a partner with the law firm of Murphy & Evertz, LLP, attorney of record for Rosamond Community Services District ("RCSD") and City of Lancaster ("Lancaster") in this action. I have personal knowledge of each fact stated in this declaration, and if called as a witness, I could and would competently testify thereto.

2. Phelan Piñon Hills Community Services District, Palmdale Water District, RCSD, and Lancaster ("Settling Defendants") have entered into a settlement agreement with the Wood Class, for which the Court granted preliminary approval of on October 25, 2013 and for which the Court is set to determine final approval of on December 11, 2013 ("Settlement Agreement").

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3. I did not negotiate with the Wood Class (including its legal counsel) about the Wood Class' attorneys' fees or costs that are included within the Settlement Agreement until and after I came to agreement with the Wood Class on the substantive terms of the Settlement Agreement that do not relate to payment of the Wood Class' attorneys' fees and costs.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of December, 2013, at Costa Mesa, California.

Douglas J. Evertz

Respectfully submitted,

Dated: December 3, 2013

ALESHIRE & WYNDER, LLP

By: _____

Wesley A. Miliband
Attorneys for Cross-Defendant and Cross-Complainant,
Phelan Piñon Hills Community Services District

Judicial Council Coordination Proceeding No. 4408
For Filing Purposes Only: Santa Clara County Case No.: 1-05-CV-049053

PROOF OF SERVICE

I, Linda Yarvis,

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 18881 Von Karman Avenue, Suite 1700, Irvine, CA 92612.

On December 4, 2013, I served the within document(s) described as **DECLARATIONS OF SETTLING DEFENDANTS TO WOOD CLASS PARTIAL CLASS SETTLEMENT IN SUPPORT OF WOOD CLASS MOTION FOR FINAL APPROVAL OF PARTIAL CLASS SETTLEMENT** as follows:

☒ (ELECTRONIC SERVICE) By posting the document(s) listed above to the Santa Clara County Superior Court website in regard to Antelope Valley Groundwater matter pursuant to the Court's Clarification Order. Electronic service and electronic posting completed through www.scefiling.org.

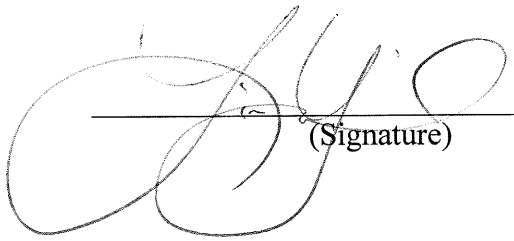
☐ (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth above. I placed each such envelope for collection and mailing following ordinary business practices. I am readily familiar with this Firm's practice for collection and processing of correspondence for mailing. Under that practice, the correspondence would be deposited with the United States Postal Service on that same day, with postage thereon fully prepaid at Irvine, California, 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.

☐ (BY OVERNIGHT DELIVERY) I deposited in a box or other facility regularly maintained by Overnight Express, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document(s) in a sealed envelope or package designated by the express service carrier, addressed as set forth above, with fees for overnight delivery paid or provided for.

Executed on December 4, 2013, at Irvine, California.

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

Linda Yarvis
(Type or print name)



(Signature)