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12	SUPERIOR COURT FOR THE STATE OF CALIFORNIA	
13	COUNTY OF LOS ANGELES	
14	Coordination Proceeding Special Title (Rule 1550(b))	Judicial Council Coordination Proceeding No. 4408 (Honorable Jack Komar)
15 16	ANTELOPE VALLEY GROUNDWATER CASES	(Honorable Jack Komar) Lead Case No. BC 325201
17	RICHARD A. WOOD, an individual, on behalf of himself and all others similarly	Case No.: BC 391869
18 19 20	situated, Plaintiff,	DECLARATION OF MICHAEL D. MCLACHLAN IN SUPPORT OF REVISED RULES AND REGULATIONS FOR
21	v.	APPOINTMENT AND ELECTION OF WATERMASTER BOARD
22	LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40; et	MEMBERS FILED BY PRIVATE AND PUBLIC LANDOWNERS
23	al.	Date: December 7, 2016 Time: 10:00 a.m.
24	Defendants.	Dept.: Room 222 (Mosk courthouse)
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28	AND REGULATIONS FOR APPOINTME	CHLAN IN SUPPORT OF REVISED RULES INT AND ELECTION OF WATERMASTER VATE AND PUBLIC LANDOWNERS

DECLARATION OF MICHAEL D. MCLACHLAN

² I, Michael D. McLachlan, declare:

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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. I am duly licensed to practice law in California.

3. Commencing in November of 2013, myself and counsel for eight
other parties started the process of negotiating and drafting a physical solution.
This process continued for many months, and then expanded to include the other
parties to what became the Judgment and Physical Solution signed by the Court
in December of 2015. The process consumed many hundreds of hours.

- 4. I attended most of the in person settlement conference sessions and 13 the telephonic sessions, and was active throughout the process of negotiation and 14 drafting, a substantial portion of which occurred through correspondence. The 15 watermaster provisions were one of the two most extensively negotiated issues. 16 In particular, the composition of the watermaster board was a highly contentious 17 issue that was debated at great length. The ultimate resolution of this issue was 18 to find a balance of voting power that would persist in perpetuity, thereby 19 allowing the fullest measure of protection of all of the various interests. The 20 solution arrived at was to give the public water suppliers two seats on the 21 watermaster board, even though their share of the native safe yield was 22 substantially smaller than the public and private overlying landowners (the 23 Exhibit 4 parties plus the Small Pumper Class). The overlying landowners were 24 also allocated two seats, with AVEK - a public entity beholden to all inhabitants 25 in its service area – holding the fifth seat. 26
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DECLARATION OF MICHAEL D. MCLACHLAN IN SUPPORT OF REVISED RULES AND REGULATIONS FOR APPOINTMENT AND ELECTION OF WATERMASTER BOARD MEMBERS FILED BY PRIVATE AND PUBLIC LANDOWNERS

1 5. The balance of voting power on the watermaster board was of 2 paramount importance because Mr. O'Leary and I understood that the rights of the Small Pumper Class members would be in the hands of that Board after our 3 legal representation terminated. There was no question that all parties 4 understood that the structural balance of power on the watermaster board was a 5 perpetual situation, i.e. that the water suppliers would control their two board 6 seats and that the landowners would do the same. This understanding is 7 8 reflected in the Judgment and Physical Solution (as set forth in the Reply brief), but nevertheless, the Public Water Suppliers seem intent on re-writing the deal 9 post-judgment. 10

6. At no point during negotiations do I recall any Public Water 11 Supplier, or anyone else for that matter, stating that it was the intent and desire 12 of the Public Water Suppliers to try to obtain voting rights for the two landowner 13 seats. This would clearly have been inconsistent with the core basis for the 14 watermaster board seat allocation. It would have been totally unacceptable to me 15 and my client, and I am informed and believe, essentially every other major 16 landowner party involved in those discussions. The Public Water Suppliers' 17 suggestion that the Judgment and Physical Solution implies or was intended to 18 permit them to acquire voting rights over the landowner board seats is patently 19 inconsistent with the understanding of all parties as to the balance of voting 20 power built into the watermaster board through extensive negotiation. 21

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7. The balance of power on the watermaster board was essential to my agreement to recommend the settlement to Richard Wood, the Class, and the Court. If the Judgment had permitted Public Water Supplier voting on landowner seats, I would not have recommended it to the Class and would not have asked the Court to approve it, nor would Richard Wood have agreed to sign the Judgment and Physical Solution. It is no secret the interests of the Public

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DECLARATION OF MICHAEL D. MCLACHLAN IN SUPPORT OF REVISED RULES AND REGULATIONS FOR APPOINTMENT AND ELECTION OF WATERMASTER BOARD MEMBERS FILED BY PRIVATE AND PUBLIC LANDOWNERS

1 Water Suppliers have been, and continue to be, adverse to the interests of the 2 Small Pumpers, whose interests are most similarly aligned to varying degrees with other overlying landowners, including the mutual water companies. As the 3 Court is aware, the Small Pumper Class did not pursue a right to vote for the two 4 landowners seats because of the mechanical difficulties in doing so. The Class 5 ceded these voting rights with the full knowledge and understanding that the 6 other landowners would be controlling the two seats allocated to the landowner 7 8 parties.

8. Any language in the watermaster voting rules that contemplates
public water supplier voting on the two landowner seats is completely
objectionable, and inconsistent with a central tenant of Class' agreement to
participate in the stipulated Judgment and Physical Solution. The Court must
take all necessary steps to maintain the balance of power, particularly for those
who will have no meaningful way to protect their interests in years to come (i.e.
the small pumpers).

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of November, 2016, at Hermosa Beach, California.