

Rowena Walker

From: Jack Komar <jvkomar@sbcglobal.net>
Sent: Saturday, September 4, 2021 12:17 PM
To: Rowena Walker
Subject: Fw: ANTELOPE JCCP 4408
Attachments: 2021-09-02 Judge's Declaration in Response to McLachlan Letter.doc

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----- Forwarded Message -----

From: Jack Komar <jvkomar@sbcglobal.net>
To: mike@mclachlan-law.com <mike@mclachlan-law.com>
Cc: Rowena Walker <rwalker@scscourt.org>
Sent: Saturday, September 4, 2021, 12:07:13 PM PDT
Subject: ANTELOPE JCCP 4408

Rowena: This is the letter I would like sent to Mr. McLachlan with a signed copy of the declaration which I am sending to you by U.S. Mail

Dear Mr. McLachlan:

Thank you for your letter of August 31, 2021 with a unilateral request that I step down from the Antelope Valley Coordinated cases which was forwarded to me.

You ask that I voluntarily withdraw from the Antelope Valley Coordinated cases. Your letter sets forth a number of facts that are incorrect. I have set forth in declaration form under penalty of perjury a response to the circumstances referred to in your letter. And a signed copy of that declaration will be forwarded to you. I attach a copy for your information but will set forth certain of the correct facts for your immediate information.

First, the only work I perform for any lawyers or other parties is as a neutral mediator or arbitrator. I do not work for or with attorneys or law firms in any other capacity. Secondly, I do not enter into arrangements with lawyers or law firms or parties to perform mediations or arbitrations directly. I make myself available through JAMS to provide such services and law firms or lawyers or parties may seek my services through that forum. I do not make arrangements for payment and never know who is or is not providing the compensation which I then receive monthly from JAMS based solely on my submissions to JAMS for time expended.

Thirdly, I do not act as a consultant in any fashion for any law firms or lawyers or other parties. I specifically have no relationship with the County or City of Los Angeles or the Best, Best and Krieger law firm in any form (as suggested in your letter), or with any other of the participants in any mediation or arbitration in which I act as a neutral, whether former Antelope case lawyers, or otherwise.

I have made it practice to try to do nothing that would impair my ability to hear post judgment motions or other requests in the Antelope Valley case. All the things you cite in your letter would disqualify me if they were accurate. Simply, they are not accurate.

I can also assure all counsel, who should be apprised of your request and this response, that all motions and other relief sought are treated de novo without any predisposition to an outcome. That included any potential remands for further hearing, including the Woods matter.

A request that I seek reassignment of this case to another judicial officer is not one I take lightly but also one that other counsel should also be apprised of and should have an opportunity to be heard at least informally. Accordingly, I have asked the Superior Court to apprise all counsel of your request and to provide a copy of this letter and my attached declaration to them..

Very truly yours,

Judge Jack Komar (Ret)

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

**ANTELOPE VALLEY GROUNDWATER
CASES**

Judicial Council Coordination
Proceeding No. 4408

Included Consolidated Actions:

Lead Case No. BC 325 201

Los Angeles County Waterworks District No.
40 v. Diamond Farming Co.
Superior Court of California
County of Los Angeles, Case No. BC 325 201

**DECLARATION IN RESPONSE TO
AUGUST 31, 2021 LETTER FROM
MR. MICHAEL MCLACHLAN**

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

Judge: Honorable Jack Komar, Ret.

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

Rebecca Lee Willis v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los
Angeles, Case No. BC 364 553

Richard A. Wood v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los
Angeles, Case No. BC 391 869

1 **This Document Pertains to Add-One Case:**

2 Little Rock Sand and Gravel, Inc., a California
3 corporation v. Granite Construction Company
4 Superior Court of California
County of Los Angeles, Case No. MC026932
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6 I, Jack Komar, declare:

7 In 2005, as an active Superior Court Judge since 1985, sitting in Santa Clara County, I
8 was assigned to sit as coordination trial judge in the referenced case. I retired from active service
9 at the end of October 2009 and was then requested to continue as the assigned judge in this case
10 and currently retain that assignment as an assigned judge in the Los Angeles County Superior
11 Court. Following additional phases of trial, a judgment was signed in 2015 and entered either at
12 the end of 2015 or early 2016.

13 The judgment adopted and created a physical solution to the overdraft conditions in the
14 jurisdictional boundaries established in the case and provided water right allocations to many of
15 the parties and established processes for those without preexisting water rights..As the judgment
16 created a watermaster with oversight responsibilities supervised by the court, the court retained
17 jurisdiction in equity to enforce its terms in equity as required. Since the entry of judgment, I
18 have heard multiple post trial motions and other requests for relief pursuant to the terms of the
19 judgment.

20 Since my retirement from the court as an active judge, at the end of 2009, I have offered
21 and provided services upon request as an independent arbitrator/mediator through Judicial
22 Arbitration and Management Services (JAMS) located in San Jose, California. JAMS has
23 arrangements with the parties and lawyers using their services and provides my compensation
24 monthly for the services I provide on an hourly basis. I am not an owner or shareholder in JAMS
25 and have no direct relationship with the organization other than as an independent contractor. I
26 do not engage in any other business activities.
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1 The only cases I accept are cases where the parties request my assistance as a neutral
2 through JAMS. I do not negotiate fees or collect fees but leave it exclusively to JAMS to provide
3 my remuneration for such services. Nor do I solicit cases.

4 The sole professional activity I engage in is as a neutral in either mediations, arbitrations,
5 or occasionally on a CCP 638/639 judicial reference or as stipulated judge pro tempore. I do not
6 provide consulting services for anybody; nor do I act as a representative or advocate for any
7 party. I am not an owner of JAMS and do not hold shares of stock therein.

8 Some of the cases in which I have participated as a mediator have been for parties
9 whose lawyers or law firms were counsel of record and appeared in the Antelope
10 Coordination cases. Among those lawyers were the law firm of Best, Best and Kreiger and a
11 large number of others as well, some of whom were on opposite sides of each other in Antelope.
12 The case cited by Mr. McLachlan, the Las Posas Water case in Santa Barbara Superior Court, is
13 one such case in which I was requested by various counsel through JAMS to act as a mediator.
14 Some of the lawyers who represented various parties, public and private, were also counsel of
15 record in the Antelope case. I have also mediated cases involving Los Angeles County and the
16 Metropolitan Water District in the past. Los Angeles County was a party in Antelope. I also
17 mediated a dispute between Los Angeles County and Inyo County involving water and
18 contractual issues. Most of the cases I hear as mediator or arbitrator do not involve water issues.

19 The post judgment hearings on the Antelope case I have heard are before me as an
20 assigned judge; JAMS is not involved in any way. Many, if not most, are not opposed requests
21 for various orders under the “physical solution created in the judgment.. An example is
22 an uncontested motion by the Antelope Watermaster to modify or amend the Watermaster rules
23 which will be heard on September 20, 2021 by Court Call, for which I will receive no
24 compensation for my services even though I sit as an assigned judge to hear the motion. The
25 hearing will be conducted by Court Call. I am informed there is no opposition to the motion.

26 The bulk of the Appeals on the substantive issues in the Antelope Case have been
27 affirmed on appeal and the Supreme Court has declined review. The case in which Mr.
28 McLachlan has an interest was bifurcated for hearing on appeal and, as I am informed, relates to

1 his attorney fees and costs. I have not yet read the decision but am informed that the Court of
2 Appeal for the Fifth District reversed in part and affirmed in part and remanded for further
3 hearing on certain specified issues.

4 I have no bias against Mr. McLachlan or his client, respect his ability as a lawyer, and
5 do not have a predisposition as to what should occur on remand. Mr. McLachlan is an able
6 lawyer who has ably represented his client, the entire class, and has contributed greatly to the
7 resolution of a very complicated case that has greatly benefitted the residents in the valley.

8 I have continued to hear post judgment matters in case without significant compensation
9 for almost six years as I have seen it as a duty to complete and tie up loose ends to what was
10 a very important and complex solution to a most difficult dispute affecting thousands of parties,
11 including the state and federal governments, with which I was invested for many years as the
12 trial judge, both active and retired. The Judicial Council does not compensate assigned judges
13 for work performed outside the courtroom, including legal research and writing. Since 2016,
14 almost all hearings have been by telephone and other than in courtroom work for which I have
15 not been compensated which in effect is a donation of my time- which I am happy to contribute.
16 Moving those hearing to another judge, who basically will have to start over, will impose
17 burdens on both the court and the parties which have prompted me to retain the assignment after
18 retirement. The case has always had a priority over any other duties I have as a retired judge or
19 neutral in an arbitration or mediation.

20 It is suggested that I have a relationship with certain of the law firms and lawyers in the
21 Antelope Case which has occurred since the judgment was entered. That suggestion is
22 absolutely mistaken and untrue. It should also be clear that I do not have a relationship with
23 either Los Angeles County or its lawyers, or any parties or lawyers in the Antelope case, or
24 otherwise, or in any other case or situation. Also, I do not act as a consultant for lawyers, law
25 firms, or individuals or corporations of any kind, law related or otherwise. My sole professional
26 activities are as a “judicial neutral” as described above.

27 In my work as a neutral affiliated with JAMS, if lawyers pay JAMS for my services, I am
28 not aware of who pays what and I have no interest, as a neutral, whether in mediations or

1 arbitrations, in knowing who is paying fees that might be paid to me. No such knowledge could
2 ever influence me in any event to favor one side or the other or affect a decision I make as a
3 judicial officer, active or retired- not now, or in the past, or ever.

4 I am familiar with the canons of judicial ethics and have never been accused of violating
5 them or any other rules or canons as a judge or as a lawyer in the more than 55 years since being
6 admitted to the bar. . The intimation that I might somehow be violation of the canons is both a
7 surprise, very personally wounding, and based on inaccurate and mistaken beliefs.

8 I certify under denalty of perjury under the laws of the State of California that the
9 foregoing is true and correct.

10 Dated: September 2, 2021

/s/ Jack Komar

11 _____
12 Hon. Jack Komar (Ret.)
13 Judge of the Superior Court