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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**  
17

18 **ANTELOPE VALLEY**  
19 **GROUNDWATER CASES**

20 **Included Actions:**

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

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

25 Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
26 Lancaster, Diamond Farming Co. v.  
Palmdale Water Dist., Superior Court of  
27 California, County of Riverside, Case Nos.  
RIC 353 840, RIC 344 436, RIC 344 668  
28

**EXEMPT FROM FILING FEES**  
**UNDER GOVERNMENT CODE**  
**SECTION 6103**

Judicial Council Coordination No. 4408

CLASS ACTION

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

**OBJECTION AND MOTION TO STRIKE**  
**SUBMISSION OF “WALDO ACCORD” AND**  
**RELATED DOCUMENTS**

**OBJECTION AND MOTION TO STRIKE**

The “Waldo Accord” and related documents have been posted on the Court’s website by only a few parties and they include parties who have twice filed Code of Civil Procedure section 170.6 motions for peremptory disqualification of the Judicial Council’s assigned judge, the Honorable Jack Komar. Additionally, those parties twice petitioned the Court of Appeal after their Section 170.6 motions were denied. Had their Section 170.6 motions been successful, the safe yield and overdraft trial date would certainly have been continued thereby causing delay. Moreover, the Court had asked for information about the Waldo Accord and not necessarily to have the Waldo Accord itself presented to the Court. Although no party has adopted the Waldo Accord, the few “moving principals” who have presented the Waldo Accord have done so to persuade the Court to continue a trial date. As trial court judges are not allowed to become involved in settlement discussions absent agreement by all parties, a Court analysis of the Waldo Accord may create a risk that one or more parties will seek to disqualify Judge Komar which would delay the safe yield and overdraft determinations. It is important to note that several of the “moving principals” have made objections on the Court’s record to Judge Komar being involved in settlement matters and its related documents.

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Accordingly, in order to prevent further efforts at disqualification or removal of Judge Komar, Los Angeles County Waterworks District No. 40 hereby objects to consideration of the Waldo Accord and its documents except to find a proposed settlement document exists but not approved by any party, or even analyzed by the Court, and thus, no ground exists for any party to file a disqualification motion based upon the Court's receipt of the Waldo Accord.

Dated: July 28, 2010

BEST BEST & KRIEGER LLP

By

  
\_\_\_\_\_  
ERIC L. GARNER  
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STEFANIE D. HEDLUND  
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ROSAMOND COMMUNITY SERVICES  
DISTRICT and LOS ANGELES  
COUNTY WATERWORKS DISTRICT  
NO. 40

**PROOF OF SERVICE**

I, Kerry V. Keefe, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 5 Park Plaza, Suite 1500, Irvine, California 92614. On July 28, 2010, I served the within document(s):

**OBJECTION AND MOTION TO STRIKE SUBMISSION OF "WALDO ACCORD" AND RELATED DOCUMENTS**



by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.



by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.



by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.



by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

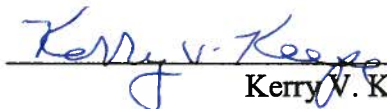


I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by Federal Express following the firm's ordinary business practices.

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

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

Executed on July 28, 2010, at Irvine, California.

  
Kerry V. Keefe