

# **EXHIBIT A**

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**LOS ANGELES COUNTY WATERWORKS**

**DISTRICT NO. 40**

[See Next Page For Additional Counsel]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

**ANTELOPE VALLEY GROUNDWATER CASES**

**Included Actions:**

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

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

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

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

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

Judicial Council Coordination  
Proceeding  
No. 4408

**CLASS ACTION**

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

**NOTICE OF ENTRY OF  
JUDGMENT**

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 NOTICE IS HEREBY GIVEN that on December 28, 2015, the Court entered Judgment in  
3 this coordinated proceeding. A true and correct copy of the executed Judgment, dated December  
4 23, 2015, is attached hereto as Exhibit "1".

5  
6  
7 Dated: December 28, 2015

BEST BEST & KRIEGER LLP

8  
9 By



10 ERIC L. GARNER

11 JEFFREY V. DUNN

12 WENDY Y. WANG

13 Attorneys for

14 LOS ANGELES COUNTY

15 WATERWORKS DISTRICT NO. 40

**PROOF OF SERVICE**

I, Rosanna R. Pérez, declare:

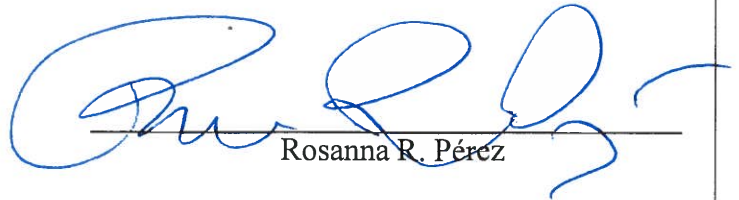
I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 300 S. Grand Avenue, 25th Floor, Los Angeles, California 90071. On December 28, 2015, I served the following document(s):

**NOTICE OF ENTRY OF JUDGMENT**



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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 28, 2015, at Los Angeles, California.



Rosanna R. Pérez

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# **EXHIBIT B**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

**ANTELOPE VALLEY GROUNDWATER  
CASES**

Included Consolidated Actions:

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

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

Wm. Bolthouse Farms, Inc. v. City of Lancaster  
Diamond Farming Co. v. City of Lancaster  
Diamond Farming Co. v. Palmdale Water Dist.  
Superior Court of California, County of  
Riverside, 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

Judicial Council Coordination  
Proceeding No. 4408

Lead Case No. BC 325 201

**ORDER AFTER HEARING ON  
APRIL 1, 2016**

- (1) "Second Supplemental" Motion by  
Willis Plaintiffs for Attorneys'  
Fees, Costs and Incentive Award;**
- (2) Motion by Wood Plaintiffs for  
Award of Attorneys' Fees, Costs  
and Incentive Awards;**
- (3) Motion for an Order Setting the  
Parameters for Class Counsel's  
Future Release and Motion for  
Order Regarding Payment of  
Outstanding Fees of the Class  
Administrator**

Judge: Honorable Jack Komar, Ret.

of the class and is satisfied that the hours claimed were reasonably spent on the case for those 8 years.

#### TOTAL FEES

The court declines to apply a multiplier to the fee award and finds that fees should be based upon a rate of \$500.00 hourly.

As a prevailing party and only a partial contributor to the public benefit under CCP 1021.5, the court makes the following fee award:

Michael McLachlan: 4184.9 hours @ \$500 per hour for a total fee award of \$2,092,450. attorneys fees;

Daniel O'Leary: 353.9 hours @\$500 per hour for a total fee award of \$176,950.;

Total Paralegal fees of \$80,224.

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#### COSTS

It is generally agreed that costs are not available under CCP 1021.5. However, costs are available to a prevailing party under the provisions of CCP 1033 et seq. Moreover, the stipulation for judgment provides that the issue of the amount of fees and costs is left to the discretion of the court or the agreement of the parties. See the Stipulation for Entry of Judgment and Physical Solution, Paragraphs 11 and 12.

Counsel for the Wood Class is directed to file a Memorandum of Costs under the provisions of the Code of Civil procedure. The court will hear any motions to tax costs or other challenges to the cost bill in accord with the Code of Civil Procedure and the Rules of Court..

The allocation of fees between the public water producers should be apportioned according to percentages of water received as a result of the global settlement and the

judgment. The fee and cost award shall be several against all public water producers save the parties who have previously settled and paid fees and costs. Moreover, any public water producer may opt to pay such fees or costs over a ten year period in accord with the law.

#### RICHARD WOOD INCENTIVE

As an incentive award, Mr. Wood is granted 2 additional acre feet a year for a yearly total under the judgment of 5 acre feet a year, consistent with the terms of the stipulation of the parties.

#### WILLIS CLASS FEE REQUEST

Counsel for the Willis Class now seeks additional fees and costs from the PWS (and the Land Owner parties) based on its post 2011 settlement participation.

The Willis Class as non-water producers settled the class action and the PWS Claims with the only parties who made a claim against the class (the PWS who sought prescriptive rights and other relief) in 2011. The settlement preserved the non-pumper class rights to a correlative share of 85% (which is apparently less the 15% amount attributed to the PWS claim of prescription) of the federally adjusted safe yield of the aquifer along with their agreement to be bound by a court created physical solution. The Willis Class participation through the time of the stipulated settlement in 2011 was beneficial to the public interest and Counsel for the class received attorney's fees and costs in excess of \$1,000,000 for such representation and public benefit.

Counsel for the WILLIS CLASS failed to establish post 2011 stipulation/judgment benefit to the public under CCP 1021.5 or to its class members by their involvement in the proceedings after that date. Moreover, it was not a prevailing party in any proceedings post the 2011 judgment.

Contrary to the claims of counsel,



3. There was no legal adversity between the Willis Class and the PWS after the judgment was entered in 2011, having totally settled the declaratory relief claims of the class and eliminating any further claims of prescription against the class members by the PWS. Nor was there legal adversity between Willis Class and the Landowners or any other parties in the case since there were no claims by the landowners, or others, against the ownership interest of the class members.
4. All substantive objections made by the class during the Phase 6 proceedings were overruled as being without merit or foreclosed by the stipulation and judgment;
5. No competent evidence established that the proposed physical solution endangered any rights of Willis Class members nor was there any competent or credible evidence that any member of the class was prevented from exercising any rights under the stipulations or harmed by the physical solution;

There was no basis for an incentive award for the new class representative based on the presentation of any evidence offered by members of the class.

The court therefore denies the right to fees and costs as claimed by counsel for the Willis Class.

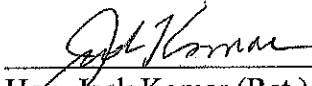
The court also denies any incentive to the current class representative. While he did testify during the physical solution prove up, his testimony was unnecessary to any issue the court was required to decide. His primary purpose seems to have been to oppose the physical solution based on a hypothetical use of his owned real property.

**WOOD CLASS REQUEST FOR ORDER SETTING PARAMETERS FOR TERMINATION OF APPOINTMENT AS CLASS COUNSEL AND REQUEST FOR ORDER ON ADMINISTRATOR FEE PAYMENT.**

As reflected in the minutes of the court, the judgment is not final, there is no request to withdraw at this time, and the court denies the request without prejudice. The request for payment of administrator fees was taken off calendar without prejudice.

SO ORDERED.

Dated: April 25, 2016

  
\_\_\_\_\_  
Hon. Jack Komar (Ret.)  
Judge of the Superior Court

# EXHIBIT C

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15 Attorneys for Plaintiff

16  
17  
18 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
19 **COUNTY OF LOS ANGELES**

20 RICHARD A. WOOD, an individual, on behalf  
21 of himself and all others similarly situated,

22 Plaintiff,

23 v.

24 LOS ANGELES COUNTY WATERWORKS  
25 DISTRICT NO. 40; CITY OF LANCASTER;  
26 CITY OF LOS ANGELES; CITY OF  
27 PALMDALE; PALMDALE WATER  
28 DISTRICT; LITTLEROCK CREEK  
IRRIGATION DISTRICT; PALM RANCH  
IRRIGATION DISTRICT; QUARTZ HILL  
WATER DISTRICT; ANTELOPE VALLEY  
WATER CO.; ROSAMOND COMMUNITY  
SERVICE DISTRICT; MOJAVE PUBLIC  
UTILITY DISTRICT; CALIFORNIA WATER  
SERVICE COMPANY and DOES 1 through  
100;

Defendants.

Case No.: BC391869

(related to JUDICIAL COUNCIL  
COORDINATION PROCEEDING No. 4408;  
Santa Clara Case No. 1-05-CV-049053,  
Honorable Jack Komar)

**FIRST AMENDED CLASS ACTION  
COMPLAINT**

**REQUEST FOR JURY TRIAL**

1 Plaintiff, Richard A. Wood, by his counsel, alleges on information and belief as follows:

2 **I.**

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this action on behalf of himself and the class of certain other  
5 private landowners in the Antelope Valley (as defined below) seeking a judicial determination of  
6 their rights to use the groundwater within the Antelope Valley Groundwater Basin ("the Basin").  
7 In addition, Plaintiff seeks damages and just compensation for himself and the Class arising from  
8 the government entity defendants taking and interfering with plaintiff's and the Class' property  
9 rights. This action is necessary in that defendants assert a common law prescriptive right to the  
10 groundwater in the Basin which right they claim is superior to that of Plaintiff and the Class. By  
11 definition, a prescriptive right requires a wrongful taking of non-surplus water from the Basin, in  
12 an open, notorious, continuous, uninterrupted, hostile and adverse manner to the original owner  
13 for the statutory period of five years. To the extent defendants fail to prove any element of  
14 prescription or the evidence shows that defendants have indeed taken non-surplus water in  
15 derogation of the rights of overlying landowners, plaintiff's and the Class's property interests  
16 have been damaged and/or infringed.

17 2. As overlying landowners, Plaintiff and the Class have a property right in the water  
18 within the Basin. Plaintiff and the Class also have a priority to the use of the Basin's  
19 groundwater. To the extent the Government entity defendants assert rights to that ground water  
20 or have taken non-surplus groundwater in derogation of the rights of the overlying landowners.  
21 Plaintiff and the Class are entitled to damages and just compensation under the Fifth and  
22 Fourteenth Amendments of the United States Constitution and Article 1, Section 19 of the  
23 California Constitution.

24 **II.**

25 **JURISDICTION AND VENUE**

26 3. This Court has jurisdiction over this action pursuant to the California  
27 Constitution, Article XI, § 10 and under California Code of Civil Procedure ("CCP") § 410.10.  
28

4. Venue is proper in this jurisdiction pursuant to CCP § 395 in that Plaintiff resides in Los Angeles County, a number of defendants reside in this County, and a substantial part of the unlawful conduct at issue herein has taken place in this County. In addition, this case is related to Judicial Council Coordination Proceeding No. 4408, which is pending in this Court.

5. Plaintiff and the Class have suffered actual damages as a result of defendant's unlawful conduct in a presently undetermined amount.

### III.

## THE PARTIES

6. Plaintiff RICHARD A. WOOD (“Wood” or “Plaintiff”) resides in Lancaster, California. Wood owns approximately 10 acres of property at 45763 North 90<sup>th</sup> Street East in Lancaster, California, within the Basin. Plaintiff’s property overlies percolating groundwater, the precise extent of which is unknown.

7. Defendants (referred to alternatively as “Appropriators”) are persons and entities who claim rights to use groundwater from the Basin, whose interests are in conflict with Plaintiff’s interests. On information and belief, they are as follows:

A. Defendant LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40 is a public agency governed by the Los Angeles County Board of supervisors that drills and pumps water in the Basin and sells such water to the public in portions of the Antelope Valley.

B. Defendant PALMDALE WATER DISTRICT is a public agency that pumps and/or provides groundwater from the Basin.

C. Defendant LITTLE ROCK CREEK IRRIGATION DISTRICT is a public agency that pumps and/or provides groundwater from the Basin.

D. Defendant PALM RANCH IRRIGATION DISTRICT is a public agency that pumps and/or provides groundwater from the Basin.

E. Defendant QUARTZ HILL WATER DISTRICT is a public agency that pumps and/or provides groundwater from the Basin.

1 F. Defendant ANTELOPE VALLEY WATER CO. is an entity that pumps  
2 and/or provides groundwater from the Basin.

3 G. Defendant ROSAMOND COMMUNITY SERVICE DISTRICT is an  
4 entity that pumps and/or provides groundwater from the Basin.

5 H. Defendant MOJAVE PUBLIC UTILITY DISTRICT is a public agency  
6 that pumps and/or provides groundwater from the Basin.

7 I. Defendant CALIFORNIA WATER SERVICE COMPANY is a California  
8 Corporation that pumps and/or provides groundwater from the Basin and is added herein  
9 as Doe 1. Defendants A-I shall collectively be referred to as "Appropriators."

10 J. Defendant CITY OF LANCASTER is a municipal corporation located  
11 within the County of Los Angeles.

12 K. Defendant CITY OF PALMDALE is a municipal corporation located  
13 within the County of Los Angeles.

14 L. DOE DEFENDANTS 1 through 100. Plaintiff alleges on information and  
15 belief that at all relevant times DOE DEFENDANTS 1 through 100, inclusive, are  
16 persons or entities who either are currently taking or providing water from the Basin or  
17 claim rights to take groundwater from the Basin. Plaintiff is presently unaware of the  
18 true names and identities of those persons sued herein as DOE Defendants 1 through 100  
19 and therefore sues these Defendants by these fictitious names. Plaintiff will amend this  
20 Complaint to allege the Doe Defendants' legal names and capacities when that  
21 information is ascertained.

22 IV.

23 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

24 8. The Antelope Valley Groundwater Basin is part of the South Lahontan  
25 Hydrologic Region. The Basin underlies an extensive alluvial valley in the western Mojave  
26 Desert. The Basin is bounded on the northwest by the Garlock fault zone at the base of the  
27 Tehachapi Mountains and on the southwest by the San Andreas fault at the base of the San  
28 Gabriel Mountains. The Basin is bounded on the east by ridges and low hills that form a

1 groundwater divide and on the north by various geographic features that separate it from the  
2 Fremont Valley Basin.

3 9. Average annual rainfall in the Basin ranges from 5 to 10 inches. Most of the  
4 Basin's recharge comes from runoff from the surrounding mountains and hills -- in particular,  
5 from the San Gabriel and Tehachapi Mountains and from hills and ridges surrounding other  
6 portions of the Valley.

7 10. The Basin has two main aquifers -- an upper aquifer, which is the primary source  
8 of groundwater for the Valley, and a lower aquifer. Generally, in the past, wells in the Basin  
9 have been productive and have met the needs of users in conjunction with other sources of water,  
10 including the State Water Project.

11 11. In recent years, however, population growth and urban demands have led to  
12 increased pumping and declining groundwater levels. Plaintiff and the Class are informed and  
13 believe that at some yet unidentified point in the past, the Appropriators began to extract  
14 groundwater from the Antelope Valley to a point above and beyond an average annual safe yield.  
15 Plaintiff and the Class are further informed and believe that future population growth and  
16 demands will place increased burdens on the Basin. If the trend continues, demand may exceed  
17 supply which will cause damage to private rights and ownership in real property. Presently, the  
18 rights to the Basin's groundwater have not been adjudicated and there are no legal restrictions on  
19 pumping. Each of the Defendants is pumping water from the Basin and /or claims an interest in  
20 the Basin's groundwater. Despite the actual and potential future damage to the water supply and  
21 the rights of owners of real property within the Valley, the Appropriators have knowingly  
22 continued to extract groundwater from the Basin, and increased and continue to increase their  
23 extractions of groundwater over time. The Appropriators continued the act of pumping with the  
24 knowledge that the continued extractions were damaging, long term, the Antelope Valley and in  
25 the short term, impairing the rights of the property owners.

26 12. Plaintiff and the Class are informed and believe that the Appropriators may have  
27 pumped water in excess of the safe yield with the knowing intent and belief that they could take  
28 by claim of prescription, without compensation, the water rights of all landowners overlying the

1 Antelope Valley. Additionally, all Appropriators continued to pump ever increasing quantities  
2 of groundwater, knowing that even if their prescriptive claims failed, they could preserve the  
3 right to continue their pumping under a claim of an intervening public use. Despite the knowing  
4 intent to take the overlying property landowners' rights, no Appropriator took any steps to  
5 inform or otherwise notify Plaintiff or the Class of their adverse and hostile claim or that their  
6 pumping of groundwater was an invasion of and a taking of the landowners' property rights.

7 13. None of the Appropriators have invoked the power of eminent domain nor paid  
8 any compensation to overlying owners of land located within Antelope Valley for the property  
9 rights they have knowingly taken.

10 14. Various water users have instituted suit to assert rights to pump water from the  
11 Basin. In particular, Defendant L.A. Waterworks District 40 and other municipal Appropriators  
12 have brought suit asserting that they have prescriptive rights to pump water from the Basin,  
13 which they claim are paramount and superior to the overlying rights of Plaintiff and the Class.  
14 Those claims threaten Plaintiff's right to pump water on his property.

15 15. In 1983, Plaintiff purchased his ten (10) acre property in the Antelope Valley to  
16 serve as his sole residence, which has continued to be the case to date. The most important and  
17 fundamental aspect of his purchase was the property right to use water below his land. At all  
18 relevant times, Plaintiff has extracted and used groundwater from beneath his property for  
19 standard residential purposes. Plaintiff's right to use water below the surface of the land is a  
20 valuable property right. Without the right to use the water below his property, the value of  
21 Plaintiff's land is substantially reduced.

22 16. Plaintiff is informed and believes that defendant Appropriators have extracted so  
23 much water from the Basin, by extracting non-surplus water that exceeds a safe yield for a period  
24 as yet undetermined, that his ability to pump water is threatened. Plaintiff is further informed  
25 and believes that the water level has fallen to such an unreasonable level that his property right in  
26 the use of the water has been infringed or extinguished and his interest in the real property has  
27 been impaired by the diminution of its fair market value. The Appropriators have made it  
28 economically difficult, if not impossible, for him to exercise his future right to use the water



1 because they have extracted too much water from the supply in the Basin. His water rights and  
2 the value in the real property have been damaged and will continue to be damaged unless this  
3 court intervenes on his behalf and on behalf of all class members.

4 17. Plaintiff brings this action on behalf of the following class:

5 All private (i.e., non-governmental) persons and entities that own real property  
6 within the Basin, as adjudicated, and that have been pumping on their property within the five  
7 year period preceding the filing of this action. The Class excludes the defendants herein, any  
8 person, firm, trust, corporation, or other entity in which any defendant has a controlling interest  
9 or which is related to or affiliated with any of the defendants, and the representatives, heirs,  
10 affiliates, successors-in-interest or assigns of any such excluded party. The Class also excludes  
11 all persons and entities to the extent their properties are connected to a municipal water system,  
12 public utility, or mutual water company from which they receive water service, as well as all  
13 property pumping 25 acre-feet per year or more on an average annual basis during the class  
14 period.

15 18. The Class is so numerous that joinder of all members is impracticable. Plaintiff's  
16 claims are typical of the claims of the members of the Class. Plaintiff and members of the class  
17 have sustained damages arising out of the conduct complained of herein.

18 19. Plaintiff will fairly and adequately protect the interests of the members of the  
19 Class and Plaintiff has no interests which are contrary to or in conflict with those of the Class  
20 members he seeks to represent. Plaintiff has retained competent counsel experienced in class  
21 action litigation to ensure such protection.

22 20. A class action is superior to other available methods for the fair and efficient  
23 adjudication of this controversy since joinder of all members is impracticable. Plaintiff knows of  
24 no difficulty that will be encountered in the management of this litigation that would preclude its  
25 maintenance as a class action.

26 21. There are common question of law and fact as to all members of the Class, which  
27 predominate over any questions affecting solely individual members of the Class. Specifically,  
28 the Class members are united in establishing (1) their priority to the use of the Basin's

1 groundwater given their capacity as overlying landowners; (2) the determination of the Basin's  
2 characteristics including yield; (3) adjudication of the Public Water Suppliers' groundwater  
3 rights including prescriptive rights; (4) determination of a physical solution to water shortage  
4 conditions including all parties' rights to store and recover non-native water in the Basin; (5) a  
5 taking, if any, under the U.S. and California Constitution; (6) damages for trespass, interference,  
6 nuisance and conversion; (7) due process violations; and (8) availability of injunctive relief.

### 8 **FIRST CAUSE OF ACTION**

#### 9 **(For Declaratory Relief Against All Defendants)**

10 22. Plaintiff realleges and incorporates herein by reference each of the allegations  
11 contained in the preceding paragraphs of this Complaint, and further alleges against Defendants  
12 as follows:

13 23. By virtue of their property ownership, Plaintiff and the Class hold overlying rights  
14 to the Basin's groundwater, which entitle them to extract that water and put it to reasonable and  
15 beneficial uses on their respective properties.

16 24. Plaintiff is informed and believes, and on the basis of that information and belief  
17 alleges, that each of the defendants presently extracts and/or purveys groundwater from the Basin  
18 and/or asserts rights to that groundwater which conflict with the overlying rights of Plaintiff and  
19 the Class.

20 25. Plaintiff is informed and believes and, on the basis of that information and belief,  
21 alleges that each of the Defendants extracts groundwater primarily for non-overlying use – i.e.,  
22 for use on properties other than the property on which the water is extracted. In addition, certain  
23 of those defendants have asserted that they hold prescriptive rights to such water which they  
24 claim are superior to the rights of Plaintiff and the Class.

25 26. Plaintiff's and the Class' present overlying uses of the Basin's  
26 groundwater are superior in right to any non-overlying rights held by the Appropriator  
27 Defendants.

28 27. Plaintiff's and the Class' overlying rights need to be apportioned in a fair and

1 equitable manner among all persons holding rights to the Basin's water.

2 28. Plaintiff and the Class seek a judicial determination that their rights as overlying  
3 users are superior to the rights of all non-overlying users and that they have correlative rights vis-  
4 a-vis other overlying landowners.

5 29. Plaintiff and the Class further seek a judicial determination as to the priority and  
6 amount of water that all parties in interest are entitled to pump from the Basin.

7 30. By virtue of their property ownership, Plaintiff and the Class hold rights to utilize  
8 or derive benefit from the storage capacity of the Basin. Plaintiff and the Class seek a judicial  
9 determination as to priority and ownership of those rights. In addition, Plaintiff and the Class  
10 contend that California Water Code Sections 55370, 22456, and 31040 limit the method, manner  
11 and mode by which Appropriators may acquire private property and requires payment of  
12 compensation through eminent domain proceedings. Plaintiff and the Class seek a declaration of  
13 rights with respect to the constitutionality and applications of these Statutes.

14 **SECOND CAUSE OF ACTION**

15 **(Against All Defendants to Quiet Title)**

16 31. Plaintiff realleges and incorporates herein by reference each of the allegations  
17 contained in the preceding paragraphs of this Complaint, and further alleges against Defendants  
18 as follows:

19 32. Plaintiff and the Class own land overlying the Antelope Valley alluvial  
20 groundwater basin. Accordingly, Plaintiff and the Class have appurtenant rights to pump and  
21 reasonably use groundwater on their land.

22 33. Plaintiff and the Class herein request a declaration from the Court quieting title to  
23 their appurtenant rights to pump and reasonably use groundwater on their land in the future.

24 **THIRD CAUSE OF ACTION**

25 **(Against All Defendant Appropriators For Damages Pursuant to**  
26 **The California Constitution Takings Clause)**

27 34. Plaintiff realleges and incorporates herein by reference each of the allegations  
28

1 contained in the preceding paragraphs of this Complaint, and further alleges against Defendants  
2 as follows:

3 35. Article 1 Section 19 of the California Constitution provides as follows:

4 Private Property may be *taken or damaged* for public use only when just  
5 compensation, ascertained by a jury unless waived, has first been paid to, or  
6 into court for, the owner.

7 The scope of compensable injury to property is broader in California than other States or  
8 under the U.S. Constitution. It includes a “taking” or “damage” to property. Here, Plaintiff’s  
9 and the Class’ interests have been infringed by the defendants. On information and belief,  
10 defendant Appropriators have extracted and will continue to extract non-surplus groundwater  
11 from the Basin in excess of a safe yield. Defendants allege that the production forms the basis of  
12 their claim for prescriptive rights. Defendants’ extraction of water above a safe yield has made it  
13 more difficult and expensive for Plaintiff and the Class to use the water under their properties  
14 and constitutes an invasion of Plaintiff’s property interests and therefore a taking in violation of  
15 the California Constitution. On information and belief, Plaintiff’s and the Class’ properties have  
16 been injured in the form of degradation of the water level and degradation of the quality of the  
17 water, in addition to the actual taking of non-surplus water.

18 36. The public entity Defendants claim priority rights to take and use the Basin’s  
19 groundwater by “prescription” and as a matter of public interest and need.

20 37. If and to the extent the public entities are granted rights to use the Basin’s  
21 groundwater with priority to the rights held by Plaintiff and other overlying landowners, Plaintiff  
22 and the Class are entitled to just and fair compensation pursuant to Article 1, Section 19 of the  
23 California Constitution for the diminution in fair market value of the real property. If and to the  
24 extent the public entities are not granted rights to use the Basin’s groundwater with priority to the  
25 rights held by Plaintiff and other overlying landowners, Plaintiff and the Class are entitled to just  
26 and fair compensation pursuant Article 1, Section 19 of the California Constitution for wrongful  
27 taking of water rights.  
28

1 **FOURTH CAUSE OF ACTION**

2 **(Against All Defendant Appropriators For Damages Pursuant to**  
3 **The United States Constitution Takings Clause)**

4 38. Plaintiff realleges and incorporates herein by reference each of the allegations  
5 contained in the preceding paragraphs of this Complaint, and further alleges against Defendants  
6 as follows:

7 39. This cause of action is brought to recover damages against the Appropriators for  
8 violation of Plaintiff's and the Class's right under the 5<sup>th</sup> and 14<sup>th</sup> Amendments of the U.S.  
9 Constitution through the Appropriator's taking of private property for public use without paying  
10 just compensation and depriving them of both substantive and procedural due process of law.

11 40. The Appropriators, and each of them are, and at all times mentioned in this  
12 second amended complaint were, governmental entities with the capacity to sue and be sued.  
13 The Appropriators, and each of them, were, at all times mentioned in this second amended  
14 complaint, acting under color of state law.

15 41. At a yet unidentified historical point in time, the Appropriators began pumping  
16 water from the Antelope Valley as permissive appropriators. Over the course of time, it is  
17 believed that the aggregate amount of water being extracted from the Valley began to exceed the  
18 safe yield. Each Appropriator continued to pump and increased its pumping of groundwater  
19 believing that given the intervention of the committed public use, no injunction would issue to  
20 restrain and/or compel the Appropriator to reduce its dependence upon such groundwater. Each  
21 Appropriator contends that despite its status as a governmental entity, it can nonetheless take  
22 private property for a public use under a theory of prescription and without compensation. Each  
23 Appropriator did not undertake any affirmative action reasonably calculated and intended to  
24 provide notice and inform any affected landowner of its adverse and hostile claim.

25 42. Plaintiff is informed and believes and thereon alleges that he was denied due  
26 process of law prior to the taking of his property. This violation was a direct result of the  
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1 knowing customs, practices, and policies of the Appropriators to continue to pump in excess of  
2 the supply, to suppress the assertion of their adverse and hostile claim, and the resulting ever  
3 increasing intervening public use and dependence, without acceding to Constitutional limits.

4 43. The customs, practices, and policies of the Appropriators to prescript or adversely  
5 possess the property rights of property owners and/or to establish a nonenjoinable intervening  
6 use amounted to deliberate indifference to the rights of persons who stand to lose their rights to  
7 extract water from the Antelope Valley for use on their property through the actions of each  
8 Appropriator and all of them.

9 44. As a direct and proximate result of the acts of the Appropriators, Plaintiff and the  
10 Class have suffered injury, loss, and damage, including a cloud upon the title to their real  
11 property, a reduction in value, and the loss of rights in the future to extract and use groundwater  
12 from the Valley.

### 13 **FIFTH CAUSE OF ACTION**

#### 14 **(Public and Private Nuisance Against All Defendant Appropriators)**

15 45. Plaintiff realleges and incorporates herein by reference each of the allegations  
16 contained in the preceding paragraphs of this Complaint, and further alleges against Defendants  
17 as follows:

18 46. The Appropriators' extractions of groundwater from the supply constitute a  
19 continuing progressive nuisance within the meaning of Section 3479 of the Civil Code, in that  
20 the Appropriators have interfered with the future supply of available water that is injurious to  
21 Plaintiff's and the Class' rights to freely use and exercise their overlying property rights to  
22 extract groundwater from the Basin. The Appropriators are attempting, through the combined  
23 efforts of their pumping groundwater to take, and or alter, overlying property rights to use and  
24 access the Antelope Valley supply.

25 47. The Appropriators, and each of them, have continued to and have increased their  
26 pumping, despite the knowledge of the damage caused by pumping. The Appropriators have  
27 refused, and continue to refuse, to stop or reduce their pumping despite the damage to the supply  
28 of water. This nuisance affects a substantial number of persons in that the Appropriators claim

1 that the continued pumping in excess of the supply's safe yield is, and will, eventually cause a  
2 chronic decline in water levels and the available natural water supply will be chronically  
3 depleted. If the present trend continues, demand will continue to exceed supply which will  
4 continue to cause a reduction in the long term supply. Additionally, the continued pumping by  
5 the Appropriators under these conditions will result in the unlawful obstruction of the overlying  
6 landowner's rights to use the water supply in the customary manner.

7 48. The Appropriators, and each of them, have threatened to and will, unless  
8 restrained by this court, continue to pump groundwater in increasing amounts, and each and  
9 every act has been, and will be, without the consent, against the will, and in violation of the  
10 rights of plaintiff and the Class.

11 49. As a proximate result of the nuisance created by the Appropriators, and each of  
12 them, plaintiff and the Class have been, and will be, damaged in a sum to be proven at trial.

13 50. In maintaining this nuisance, the Appropriators, and each of them are, and have  
14 been, acting with full knowledge of the consequences and damage being caused and their  
15 conduct is willful, oppressive, malicious and designed to interfere with and take plaintiff's right  
16 to freely access the water supply in its customary manner.

#### 17 **SIXTH CAUSE OF ACTION**

##### 18 **(Trespass Against All Defendant Appropriators)**

19 51. Plaintiff realleges and incorporates herein by reference each of the allegations  
20 contained in the preceding paragraphs of this Complaint, and further alleges against Defendants  
21 as follows:

22 52. On information and belief, each Defendant alleges that it has produced more  
23 water from the Basin than it has a right to produce as an Appropriator. Defendants allege that  
24 this production forms the basis for their claims of prescriptive rights. To the extent that the  
25 alleged production in excess of rights actually occurred, this alleged production of water  
26 constitutes a trespass against plaintiff and the Class.

27 53. Defendants' use of the Basin's water has interfered with and made it more  
28 difficult for plaintiff and the Class to exercise their rights.

1           54. Plaintiff requests that the Court award monetary damages to compensate for any  
2 past injury that may have occurred to plaintiff and the Class by Defendants' trespass in an  
3 amount to be determined at trial.

4                                   **SEVENTH CAUSE OF ACTION**

5                                   **(Conversion Against All Defendant Appropriators)**

6           55. Plaintiff realleges and incorporates herein by reference each of the allegations  
7 contained in the preceding paragraphs of this Complaint, and further alleges against Defendants  
8 as follows:

9           56. Plaintiff and the Class are, and at all times relevant herein were, the owners of or  
10 entitled to water rights in the Basin as overlying landowners.

11           57. Defendants wrongfully interfered with Plaintiff's interests in the above-described  
12 property by extracting non-surplus water that exceed a safe yield and by claiming priority over  
13 overlying landowners to water rights. Defendants conduct was without notice to plaintiff or the  
14 Class.

15                                   **EIGHTH CAUSE OF ACTION**

16                                   **(Against All Defendants For Violation of 42 U.S.C. § 1983)**

17           58. Plaintiff realleges and incorporates herein by reference each of the allegations  
18 contained in the preceding paragraphs of this Complaint, and further alleges against Defendants  
19 as follows:

20           59. In committing the acts alleged above, Defendants violated plaintiff's rights  
21 guaranteed under the Constitution of the United States, including the due process clauses of the  
22 5<sup>th</sup> and 14<sup>th</sup> Amendments and the Takings Clause. These rights include the right not to be  
23 deprived of property with out due process by persons and entities acting under color of law.  
24 These rights include the right to be free from the use of excessive force by the police.

25           60. As a direct and proximate result of defendants' conduct, and each of them,  
26 including Does 1 through 100, and their agents, supervisors, managers and employees, plaintiff  
27 has suffered damages as alleged in this complaint above.  
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5. Awarding Plaintiff and the Class the costs of this suit, including reasonable attorneys' and experts' fees and other disbursements; as well as such other and further relief as may be just and proper.

## JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable as a matter of right.

DATED: June 20, 2008

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

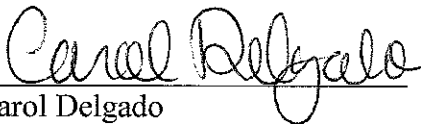
By:

Michael D. McLachlan  
Attorneys for Plaintiff

1 PROOF OF SERVICE

2 I am a resident of the State of California and over the age of eighteen years, and not a  
3 party to the within action. My business address is 523 West Sixth Street, Suite 215, Los  
4 Angeles, CA, 90014. On the date set forth below, I served the within document(s) by posting  
5 the document(s) listed below to the Santa Clara County Superior Court website in regard to the  
6 Antelope Valley Groundwater matter: **FIRST AMENDED CLASS ACTION COMPLAINT**

7 I declare under penalty of perjury under the laws of the State of California that the above  
8 is true and correct. Executed on June 20, 2008, at Los Angeles, California.

9  
10   
11 Carol Delgado

# **EXHIBIT D**

1                                   **5.1.3 Small Pumper Class Production Rights.** Subject only to the  
2 closure of the Small Pumper Class membership, the Small Pumper Class's aggregate Production  
3 Right is 3806.4 acre-feet per Year. Allocation of water to the Small Pumper Class is set at an  
4 average Small Pumper Class Member amount of 1.2 acre-feet per existing household or parcel  
5 based upon the 3172 known Small Pumper Class Member parcels at the time of this Judgment.  
6 Any Small Pumper Class Member may Produce up to and including 3 acre-feet per Year per  
7 existing household for reasonable and beneficial use on their overlying land, and such Production  
8 will not be subject to Replacement Water Assessment. Production by any Small Pumper Class  
9 Member above 3 acre-feet per Year per household or parcel will be subject to Replacement Water  
10 Assessment, as set forth in this Judgment. Administrative Assessments for unmetered Production  
11 by Small Pumper Class Members shall be set based upon the allocation of 1.2 acre-feet per Year  
12 per household or parcel, whichever is the case; metered Production shall be assessed in accord  
13 with the actual Production. A Small Pumper Class Member who is lawfully, by permit, operating  
14 a shared well with an adjoining Small Pumper Class Member, shall have all of the same rights  
15 and obligations under this Judgment without regard to the location of the shared well, and such  
16 shared use is not considered a prohibited transfer of a pumping right under Paragraph 5.1.3.3.

17                                   **5.1.3.1** The Production of Small Pumper Class Members of up to 3  
18 acre-feet per Year of Groundwater per household or per parcel for reasonable and beneficial use  
19 shall only be subject to reduction if: (1) the reduction is based upon a statistically credible study  
20 and analysis of the Small Pumper Class' actual Native Safe Yield Production, as well as the  
21 nature of the use of such Native Safe Yield, over at least a three Year period; and (2) the  
22 reduction is mandated by Court order after notice to the Small Pumper Class Members affording a  
23 reasonable opportunity for the Court to hear any Small Pumper Class Member objections to such  
24 reduction, including a determination that Water Code section 106 may apply so as to prevent a  
25 reduction.

26                                   **5.1.3.2** The primary means for monitoring the Small Pumper Class  
27 Members' Groundwater use under the Physical Solution will be based on physical inspection by  
28

Producer Name	Non-Overlying Production Rights (in Acre-Feet)	Percentage Share of Adjusted Native Safe Yield
Los Angeles County Waterworks District No. 40	6,789.26	9.605%
Palmdale Water District	2,769.63	3.918%
Little Rock Creek Irrigation District	796.58	1.127%
Quartz Hill Water District	563.73	0.798%
Rosamond Community Services District	404.42	0.572%
Palm Ranch Irrigation District	465.69	0.659%
Desert Lake Community Services District	73.53	0.104%
California Water Service Company	343.14	0.485%
North Edwards Water District	49.02	0.069%
Boron Community Services District	50.00	0.071%
West Valley County Water District	40.00	0.057%
<b>Total Acre Feet:</b>	<b>12,345.00</b>	

# **EXHIBIT E**

Michael D. McLachlan (State Bar No. 181705)  
**LAW OFFICES OF MICHAEL D. McLACHLAN, APC**  
44 Hermosa Avenue  
Hermosa Beach, California 90254  
Telephone: (310) 954-8270  
Facsimile: (310) 954-8271  
*mike@mclachlan-law.com*

Daniel M. O'Leary (State Bar No. 175128)  
**LAW OFFICE OF DANIEL M. O'LEARY**  
2300 Westwood Boulevard, Suite 105  
Los Angeles, California 90064  
Telephone: (310) 481-2020  
Facsimile: (310) 481-0049  
*dan@danolearylaw.com*

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

**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.



1           **SUPPLEMENTAL DECLARATION OF MICHAEL D. MCLACHLAN**

2 I, Michael D. McLachlan, declare:

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

6           2.       I am co-counsel of record of record for Plaintiff Richard Wood and  
7 the Class, and have been since 2008. I am duly licensed to practice law in  
8 California. I make this declaration in support of the Motion for Approval of  
9 Award of Attorney Fees and Costs. Specifically, this declaration is filed to correct  
10 and update my firms' outstanding costs and expenses, a summary of which is  
11 Exhibit 5 to my initial declaration.

12                           **LITIGATION COSTS ADVANCED**

13           3.       As of this date, my office has incurred a total of \$87,256.28 in case  
14 costs and expenses. An updated summary of these costs, excluding interest, is  
15 attached as **Exhibit 13**. Mr. O'Leary has incurred \$6,421.28 in costs.

16           4.       Pursuant to the 2013 settlement, Class Counsel have been paid  
17 \$17,038.08 for cost reimbursement by the settling defendants, leaving the total  
18 sum at issue in this motion of **\$76,639.48**. I have reviewed my cost bills, as has  
19 my paralegal, quite closely and all of the costs are typical cost items I charge, and  
20 all are covered in my retainer agreement with Richard Wood.

21  
22           I declare under penalty of perjury under the laws of the State of California  
23 that the foregoing is true and correct. Executed this 11<sup>th</sup> day of March, 2016, at  
24 Hermosa Beach, California.

25                           **Michael D.**  
26                           **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: 2016.03.11 15:27:53 -08'00'

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28                           Michael D. McLachlan

## **Exhibit 13**

**Wood v. LA County - Law Offices of Michael D. McLachlan Costs**

<u>DATE</u>	<u>VENDOR</u>	<u>NOTES</u>	<u>AMOUNT</u>
5/5/2008	parking	LASC	\$ 20.00
5/21/2008	Ginger Welker	transcript	\$85.00
6/3/2008	glotrans	5/14-6/3 6x	\$94.20
5/22/2008	parking		\$20.00
5/26/2008	Ginger Welker	transcript	\$125.00
6/1/2008	Westlaw	May	\$236.42
6/3/2008	parking		\$6.00
6/4/2008	DDS atty svc		175424 \$19.15
6/4/2008	courtcall		\$60.00
6/3/2008	LASC	filing fee	\$870.00
6/23/2008	courtcall		\$60.00
6/25/2008	parking	LASC	\$8.00
6/30/2008	mileage	San Diego	\$66.44
6/30/2008	parking	San Diego	\$20.00
6/30/2008	glotrans	13 filing fees	\$204.10
7/1/2008	Westlaw	June	\$97.18
8/1/2008	Westlaw	July	\$18.62
8/1/2008	glotrans	filing fee	\$15.70
8/4/2008	courtcall	???	\$60.00
8/3/2008	Ginger Welker	transcript	\$142.00
8/6/2008	filing fee		\$15.70
8/20/2008	Ginger Welker	Hearing transcript	\$160.00
8/21/2008	filing fee		\$15.70
9/1/2008	Westlaw	August	\$72.14
9/17/2008	glotrans		\$15.70
9/23/2008	Esquire	Utle depo transcript	\$1,343.40
9/24/2008	Esquire	Scalamini transcript	\$1,503.54
9/29/2008	Esquire	Durbin depo transcript	\$1,567.65
9/30/2008	Esquire	Oberdorfer transcript	\$1,256.40
10/7/2008	LA Best		26365 \$129.25
10/12/2008	parking	court	\$20.00
10/24/2008	courtcall		\$60.00
11/25/2008	cab	San Jose	\$20.00
11/14/2008	courtcall		\$55.00
11/14/2008	glotrans	filing fee	\$15.70
11/14/2008	courtcall		\$60.00
11/21/2008	glotrans	filing fee	\$15.70
11/24/2008	southwest air	airfare	\$279.00
11/25/2008	airport bus		\$1.75
11/25/2008	parking	burbank airport	\$30.00
11/26/2008	glotrans	filing fee x 2	\$31.40
12/1/2008	Westlaw	November	\$100.70
12/15/2008	glotrans	filing fee	\$15.70
1/1/2009	Westlaw	December	\$84.96
1/2/2009	glotrans	filing fee	\$15.70
1/15/2009	Clifford Brown	meeting room	\$61.18
1/22/2009	Ginger Welker	transcript	\$87.00
1/26/2009	glotrans		\$15.70
2/1/2009	Westlaw	January	\$479.35
2/3/2009	southwest air	San Jose	\$119.20
3/1/2009	glotrans	2/9 - 2/28 x9 @ 15.70	\$141.30
2/17/2009	courtcall	3/5 hearing	\$60.00

3/1/2009	Westlaw	February		\$280.46
3/5/2009	parking	aiport		\$30.00
3/5/2009	taxi	San Jose - Court		\$20.00
3/5/2009	taxi	Court - San Jose		\$20.00
3/30/2009	courtcall	tro		\$65.00
3/30/2009	glotrans	3 x 15.70		\$47.10
3/31/2009	glotrans	2 x. 15.70		\$31.40
4/1/2009	Westlaw	March		\$288.19
4/8/2009	Vargas			\$45.00
3/31/2009	courtcall	TRO		\$65.00
4/1/2009	glotrans	3x15.70		\$47.10
4/2/2009	parking	Bunn's office		\$5.25
4/2/2009	glotrans	2x15.70		\$31.40
4/16/2009	glotrans	2x15.70		\$31.40
4/29/2009	Ginger Welker			\$115.00
5/1/2009	Westlaw	April		\$21.02
5/1/2009	courtcall	ex parte		\$65.00
5/1/2009	glotrans	2x15.70		\$31.40
5/6/2009	LASC	jury fees		\$150.00
5/18/2009	courtcall			\$65.00
5/27/2009	courtcall			\$65.00
6/1/2009	Westlaw	May		\$83.76
6/3/2009	courtcall			\$65.00
6/5/2009	glotrans	5/5-6/3 17x 15.70		\$266.90
6/15/2009	courtcall			\$65.00
6/15/2009	DDS atty svc		198251	\$228.80
6/16/2009	courtcall			\$65.00
6/23/2009	LASC	document download		\$7.50
6/30/2009	DDS atty svc		199247	\$123.90
7/1/2009	glotrans	6/5-7/1 13 x 15.70		\$204.10
7/1/2009	Vargas	Class list revision		\$1,035.00
7/1/2009	Westlaw	June		\$54.23
7/13/2009	Entrix			\$0.00
7/20/2009	Heather Gorley	hearing transcripts 2		\$321.40
7/30/2009	Vargas	class list revision		\$255.00
7/21/2009	Fedex		86001	\$19.97
7/27/2009	Fedex		17260	\$17.02
8/3/2009	glotrans	7/9-8/3 7 x 15.70		\$109.90
8/7/2009	southwest air			\$233.20
8/7/2009	glotrans			\$15.70
8/10/2009	Ginger Welker	7/24/09 transcript		\$205.00
8/11/2009	glotrans			\$15.70
8/12/2009	southwest air			\$139.20
8/17/2009	lunch SJ	Shark's Cage		\$17.05
8/17/2009	Park One	LAX Parking		\$17.55
8/13/2009	Fedex	00148 BBK		\$19.21
8/14/2009	Fedex		91748	\$23.62
8/17/2009	taxi	San Jose		\$22.00
8/25/2009	Fedex	Robie 94215		\$19.12
9/1/2009	Westlaw	August		\$61.96
9/2/2009	Parking	burbank airport		\$20.00
9/2/2009	taxi	Robie to Airport		\$36.00
9/2/2009	breakfast	burbank airport		\$13.95
9/2/2009	dinner	Sacto		\$35.19
10/1/2009	Westlaw	Sept		\$113.49

10/2/2009	Fedex	67935 BBK	\$15.33
10/9/2009	Fedex	68794 BBK	\$15.33
10/13/2009	Parking	burbank airport	\$20.00
10/13/2009	taxi	San Jose	\$10.00
10/21/2009	glotrans		\$18.00
10/21/2009	courtcall		\$65.00
10/29/2009	southwest air	Robie part 2	\$341.20
11/4/2009	taxi	robie	\$36.00
11/1/2009	Westlaw	Oct	\$6.58
11/1/2009	Fedex	49207 BBK	\$15.62
11/4/2009	taxi	Sacto to Robie	\$39.00
11/4/2009	lunch Sacto	cash	\$22.00
11/6/2009	Fedex	33637 Robie	\$19.30
11/13/2010	Fedex	BBK	\$15.62
11/27/2010	Fedex	BBK	\$15.40
12/1/2009	Westlaw	Nov	\$13.01
1/8/2010	Courtcall		\$45.00
1/18/2010	Courtcall		\$45.00
2/1/2010	Westlaw	jan	\$102.20
2/3/2010	Glotrans	4 x 18	\$72.00
2/18/2010	Ginger Welker	transcript 2/5	\$85.00
3/1/2010	Westlaw	Feb	\$17.17
3/3/2010	Glotrans	5 x 18	\$90.00
3/3/2010	Courtcall		\$45.00
3/8/2010	Parking	court	\$9.35
3/10/2010	Ginger Welker	transcript	\$125.00
3/15/2010	Courtcall		\$45.00
3/23/2010	Court of App	writ	\$655.00
3/23/2010	DDS	LASC filing	\$17.90
3/23/2010	DDS	court of app filing	\$98.06
3/26/2010	DDS	court of app filing	\$131.15
3/26/2010	Fedex	rowena walker	\$16.93
3/30/2010	Glotrans	7 x 18	\$126.00
3/30/2010	Charle Kuhn	hearing transcript	\$50.00
4/1/2010	Westlaw	March	\$31.60
4/20/2010	Courtcall		\$45.00
4/29/2010	Glotrans		\$36.00
4/30/2010	Myriad	writ copies	\$214.23
5/5/2010	Glotrans		\$18.00
6/2/2010	Courtcall		\$50.00
6/4/2010	Glotrans		\$36.00
6/8/2010	Glotrans	18 x 2	\$36.00
7/1/2010	Westlaw	June	\$91.37
7/13/2010	Courtcall		\$65.00
7/20/2010	Courtcall		\$65.00
7/27/2010	Glotrans	9x 18 July	\$162.00
8/24/2010	Southwest	air -- Sacto mediation	\$101.92
8/24/2010	Burbank	parking	\$20.00
8/31/2010	Glotrans		\$18.00
9/1/2010	Westlaw	August	\$49.91
10/1/2010	Westlaw	Sept	\$12.60
10/19/2010	Parking dep		\$6.75
11/1/2010	Westlaw	Oct	\$8.15
11/15/2010	Parking dep		\$6.75
11/15/2010	Glotrans		\$18.00

11/16/2010	Parking dep		\$6.75
11/30/2010	Glotrans		\$18.00
12/1/2010	Westlaw	November	\$149.51
12/15/2010	Parking	cash LASC	\$20.00
12/20/2010	Glotrans		\$18.00
12/30/2010	Glotrans	3x	\$54.00
1/1/2011	Westlaw	December	\$139.93
1/4/2011	Parking	trial	\$20.00
1/6/2011	Parking	trial	\$20.00
1/6/2011	lunch	joyce	\$45.09
1/6/2011	Myriad	334231 AV expert report	\$373.05
1/12/2011	Veritext	Joe S transcript	\$497.15
1/13/2011	Veritext	Joe S transcript	\$515.45
1/20/2011	Rental Car	Joe S	\$44.21
1/20/2011	Meals	Oakland / Joe S	\$30.70
1/20/2011	Southwest	Joe S	\$347.40
1/20/2011		76 gas	\$7.28
1/20/2011	Parking	Joe S. depo building	\$10.00
1/20/2011	Parking	burbank airport	\$20.00
1/25/2011	Southwest	Joe S #2	\$331.40
1/25/2011	Parking	burbank airport	\$20.00
1/25/2011	Parking	Ygnacio center	\$7.00
1/25/2011	Fox Rental Car	Joe S	\$100.59
1/27/2011	Veritext	Joe S	\$427.00
1/31/2011	parking		\$20.00
2/1/2011	Parking		\$20.00
2/2/2011	Parking		\$20.00
2/3/2011	Parking		\$20.00
2/10/2011	Parking		\$20.00
2/14/2011	Parking		\$16.00
2/15/2011	parking		\$16.00
2/16/2011	Parking		\$16.00
2/14/2011	Glotrans		\$18.00
2/17/2011	Parking		\$16.00
2/19/2011	Lebeau Thelen	AV trial report bill 1	\$216.86
2/23/2011	Parking		\$9.00
2/24/2011	Parking		\$12.00
3/14/2011	Parking		\$16.00
3/15/2011	Glotrans		\$18.00
3/15/2011	Parking		\$16.00
3/16/2011	Parking		\$16.00
3/22/2011	Parking		\$16.00
3/23/2011	Parking		\$16.00
3/24/2011	Parking		\$5.00
3/28/2011	parking		\$16.00
3/30/2011	Lebeau Thelen	AV trial reporter bill 2 + 3	\$486.85
4/13/2011	Parking	trial	\$16.00
4/25/2011	Glotrans		\$18.00
5/1/2011	Westlaw	April	\$2.49
5/9/2011	Elite Atty Svc	398	\$30.00
6/2/2011	Courtcall		\$110.00
6/15/2011	Glotrans		\$18.00
6/21/2011	Glotrans		\$18.00
6/1/2011	Westlaw	June	\$15.48
7/6/2011	Courtcall		\$78.00

7/11/2011	Parking		\$8.00
7/12/2011	Glotrans		\$18.00
8/10/2011	Ginger Welker CSR	hearnig transcript x2	\$73.00
8/24/2011	Glotrans		\$19.00
8/30/2011	Parking		\$8.00
8/31/2011	taxi	Robie	\$35.00
8/31/2011	Southwest Air	Robie mediation 8/31	\$352.40
8/31/2011	Parking	Burbank Airport Robie	\$21.00
9/1/2011	Westlaw	August	\$55.96
10/5/2011	Glotrans		\$19.00
10/3/2011	Courtcall		\$78.00
11/1/2011	Westlaw		\$7.55
11/12/2011	Paula Renteria CSR	hearing transcript	\$10.00
11/11/2011	Glotrans		\$19.00
11/15/2011	Parking		\$8.00
12/1/2011	Westlaw		\$1.39
12/9/2011	glotrans		\$19.00
1/17/2012	Ginger Welker	hearing transcript	\$99.00
1/19/2012	Glotrans		\$19.00
2/9/2012	Glotrans		\$19.00
2/14/2012	parking	hearing	\$8.00
3/30/2012	<b>lunch</b>		<b>\$26.02</b>
4/1/2012	Westlaw		\$39.22
4/12/2012	Glotrans		\$19.00
4/17/2012	parking	court	\$8.00
4/27/2012	Glotrans		\$19.00
5/1/2012	Westlaw	April	\$78.44
5/20/2012	Lynne Franko	reporter	\$45.00
6/6/2012	Courtcall	6/19 status call	\$78.00
6/6/2012	Glotrans		\$19.00
6/12/2012	Glotrans		\$19.00
6/14/2012	Glotrans		\$38.00
6/24/2012	Sandy Geco	transcript March 2012	\$112.50
7/1/2012	Glotrans		\$19.00
7/1/2012	Westlaw	June	\$80.63
7/6/2012	Glotrans		\$19.00
7/6/2012	parking	trial setting / expert	\$15.00
7/11/2012	Glotrans		\$19.00
8/1/2012	Westlaw	July	\$47.06
10/12/2012	parking	trial setting / expert	\$20.00
10/15/2012	CCROLA	reporter 10/15	\$250.00
10/8/2012	Glotrans		\$21.00
11/8/2012	Glotrans		\$42.00
11/16/2012	Glotrans		\$21.00
11/5/2012	Parking	court	\$8.00
11/9/2012	parking	court	\$15.00
11/19/2012	Glotrans		\$21.00
11/20/2012	Glotrans		\$42.00
11/26/2012	Glotrans		\$21.00
11/29/2012		Sacto to Robie	\$40.00
11/29/2012	taxi	robie to Sacto	\$40.00
11/29/2012	<b>dinner</b>	<b>Sacto stranded</b>	<b>\$41.55</b>
11/30/2012	parking	Burbank air -- Robie	\$42.00
11/28/2012	Glotrans		\$21.00
12/7/2012	Glotrans		\$21.00

12/14/2012	Glotrans		\$21.00
12/18/2012	Glotrans		\$42.00
12/18/2012	Courtcall		\$78.00
1/1/2013	Westlaw	Dec	\$57.14
1/4/2013	courtcall		\$78.00
1/4/2013	Glotrans		\$42.00
1/10/2013	courtcall		\$78.00
1/10/2013	Veritext	depo transcript	\$441.21
1/10/2013	Veritext	depo transcript	\$230.00
1/10/2013	Glotrans		\$42.00
1/17/2013	Glotrans		\$105.00
1/24/2013	Glotrans		\$21.00
2/13/2013	Glotrans		\$21.00
2/25/2013	Courtcall		\$78.00
2/25/2013	Courtcall		\$78.00
2/25/2013	Glotrans		\$42.00
2/28/2013	Excelsior	copying	\$826.08
3/11/2013	Glotrans		\$21.00
3/26/2013	Glotrans		\$21.00
3/25/2013	parking	AV OSC CCW	\$12.00
3/26/2013	Courtcall		\$78.00
4/1/2013	Glotrans		\$21.00
4/1/2013	Westlaw	March	\$237.74
4/5/2013	Glotrans		\$42.00
4/8/2013	parking	Lamoreux depo	\$16.00
4/12/2013	Parking	Ariki depo	\$16.00
4/20/2013	Glotrans		\$21.00
4/22/2013	Courtcall		\$78.00
4/22/2013	Glotrans		\$21.00
4/29/2013	USPS	postage	\$92.00
4/29/2013	Glotrans		\$21.00
5/1/2013	Westlaw	April	\$147.00
5/6/2013	Glotrans		\$42.00
5/6/2013	Courtcall		\$78.00
5/16/2013	Glotrans		\$21.00
5/16/2013	USPS	postage	\$106.20
5/16/2013	Courtcall		\$78.00
5/22/2013	Veritext	1758250	\$1,566.25
5/23/2013	Veritext	1758292	\$3,250.00
5/24/2013	parking	airport	\$14.92
5/24/2013	cab	San Jose	\$20.00
5/24/2013	air fare	San Jose	
5/23/2013	Glotrans		\$63.00
5/24/2013	Veritext	1751599	421.71
5/24/2013	Veritext	1751668	\$230.18
5/24/2013	Veritext	1751714	\$279.16
5/24/2013	Veritext	1751688	\$753.33
5/24/2013	Veritext	1759497	\$181.41
5/24/2013	Veritext	1759526	\$228.93
5/24/2013	Veritext	1759516	\$292.60
5/24/2013	Veritext	1759414	\$325.81
5/24/2013	Veritext	1759461	\$42.34
5/24/2013	Veritext	1759503	\$214.60
5/24/2013	Veritext	1759543	\$185.15
5/24/2013	Veritext	1759590	\$367.05



5/24/2013	Veritext		1759607	\$226.04
5/24/2013	Veritext		1759640	\$258.13
5/24/2013	Veritext		1759677	\$155.31
5/25/2013	Veritext		1760831	\$108.73
5/28/2013	parking			\$5.00
5/28/2013	parking	trial		\$8.00
5/29/2013	parking	trial		\$8.00
5/29/2013	Veritext		1765258	\$214.84
5/29/2013	Veritext		1763555	\$248.33
5/29/2013	Veritext		1763717	\$246.76
5/30/2013	parking	trial		\$8.00
5/31/2013	Veritext		1761954	\$210.98
5/31/2013	Veritext		1762287	\$225.00
5/31/2013	Veritext		1762286	\$225.00
6/1/2013	Westlaw	May		\$187.15
6/5/2013	glotrans			\$21.00
6/7/2013	Glotrans			\$21.00
6/10/2013	glotrans			\$42.00
6/12/2013	Scandigital	copying		\$139.96
6/13/2013	USPS	postage		\$92.00
6/18/2013	postage			\$75.00
6/19/2013	glotrans			\$21.00
6/24/2013	Fedex	copying		\$98.23
6/24/2013	USPS	postage		\$92.00
6/24/2013	Fedex	copying		\$26.16
6/24/2013	Fedex	copying		\$104.12
6/25/2013	courtcall	Thompson		\$108.00
6/26/2013	courtcall	mdm		\$78.00
6/27/2013	glotrans			\$63.00
6/27/2013	parking			\$20.00
6/28/2013	glotrans			\$21.00
6/28/2013	US	postage		\$75.00
7/1/2013	Westlaw	june		\$279.24
7/2/2013	Elite Atty Svc		736	\$20.00
7/4/2013	glotrans			\$21.00
7/8/2013	courtcall			\$78.00
7/12/2013	parking			\$20.00
7/11/2013	glotrans			\$21.00
7/15/2013	glotrans			\$21.00
7/23/2013	Elite Atty Svc		779	\$70.00
7/24/2013	USPS	postage		\$18.40
8/1/2013	Westlaw	july		\$247.10
8/12/2013	USPS	postage		\$46.00
8/13/2013	USPS	postage		\$75.00
8/15/2013	Mileage	157 miles @ .565 (Fairmont)		\$88.70
8/22/2013	Mileage	157 miles @ .565 (Fairmont)		\$88.70
8/26/2013	USPS	postage		\$77.36
8/29/2013	glotrans			\$21.00
9/1/2013	Westlaw	august		\$192.58
9/3/2013	Elite Atty Svc		806	\$20.00
9/6/2013	parking	court		\$20.00
9/9/2013	Courtcall	9/13/13 hearing		\$86.00
9/6/2013	Glotrans			\$42.00
9/9/2013	Glotrans			\$42.00
9/11/2013	Glotrans			\$21.00

9/16/2013	Glotrans		\$21.00
9/23/2013	Dropbox	cloud file for AV	\$199.00
9/25/2013	Glotrans		\$21.00
9/30/2012	Glotrans		\$21.00
10/1/2013	Westlaw	September	\$41.93
10/6/2013	Glotrans		\$42.00
10/7/2013	courtcall	October	\$86.00
10/7/2013	Glotrans	6 x 21	\$126.00
10/8/2013	glotrans		\$21.00
10/9/2013	Southwest Air	San Jose hearing 10/25/13	\$187.80
10/10/2013	glotrans		\$21.00
10/15/2013	Parking	court	\$10.00
10/17/2013	glotrans		\$84.00
10/18/2014	glotrans		\$21.00
10/22/2013	Janet Epstein CSR	10/16/13 transcript	\$123.00
10/24/2013	glotrans		\$105.00
10/25/2013	Southwest Air		\$162.00
10/25/2013	Parking	LAX Parking	\$21.27
10/25/2013	Yellow Cab	San Jose	\$22.13
10/25/2013	<b>lunch</b>	<b>San Jose</b>	<b>\$24.41</b>
10/28/2013	Stephanie Estes CSR	10/21/13 transcript	\$167.40
10/30/2013	glotrans		\$21.00
11/1/2013	Westlaw	October	\$126.16
11/5/2013	AV Press	class notice	\$435.60
11/15/2013	Glotrans		\$42.00
11/18/2013	glotrans		\$63.00
11/22/2013	Southwest	12/10/13 hearing	\$140.80
11/22/2013	Parking	Bunn	\$10.00
11/25/2013	glotrans		\$42.00
11/25/2013	courtcall	11/26/13 hearing	\$86.00
11/27/2013	Southwest	12/4/2014	\$326.80
11/27/2013	glotrans		\$21.00
12/1/2013	Westlaw	November	\$123.50
12/2/2013	glotrans		\$21.00
12/3/2013	glotrans		\$42.00
12/4/2013	glotrans		\$21.00
12/4/2013	Hotel	12/10/13 hearing	\$165.72
12/9/2013	Chani Ludwig CSR	9/6/13 transcript	\$10.00
12/11/2013	Parking	LAX	\$21.27
12/11/2013	cab	San Jose	\$35.00
1/1/2013	glotrans		\$42.00
1/1/2014	Westlaw	december	\$102.36
1/2/2014	glotrans		\$21.00
1/3/2014	glotrans		\$42.00
1/6/2014	Parking		\$12.00
1/6/2014	glotrans		\$84.00
1/6/2014	CalWest Atty Svc	6680	\$50.00
1/9/2014	glotrans		\$21.00
1/14/2014	courtcall	1/15/14 hearing	\$86.00
1/14/2014	glotrans		\$21.00
1/16/2014	Parking	williams depo	\$37.50
1/16/2014	Dennis Williams	expert fee	\$1,625.00
1/21/2014	glotrans		\$21.00
1/24/2014	glotrans		\$21.00
1/24/2014	Janet Epstein CSR	1/7/14 hearing	\$112.50

1/27/2014	courtcall		\$116.00
1/27/2014	Glotrans		\$21.00
1/28/2014	courtcall	1/30/14 hearing	\$86.00
1/29/2014	Glotrans		\$21.00
2/1/2014	Westlaw	january	\$130.66
2/1/2014	Veritext	1955790	\$410.80
2/1/2014	Veritext	1955798	\$287.20
2/1/2014	Veritext	1955814	\$936.15
2/1/2014	Veritext	1955828	\$561.05
2/1/2014	Veritext	1955848	\$738.25
2/1/2014	Veritext	1955860	\$853.30
2/1/2014	Veritext	1955871	\$583.75
2/1/2014	Veritext	1955960	\$428.25
2/1/2014	Veritext	1955968	\$338.65
2/1/2014	Veritext	1955977	\$400.00
2/1/2014	Veritext	1955984	\$424.60
2/1/2014	Veritext	1956002	\$614.95
2/1/2014	Veritext	1956004	\$1,613.60
2/1/2014	glotrans		\$21.00
2/6/2014	Veritext	1958630	\$291.65
2/10/2014	Parking		\$12.00
2/11/2014	Parking		\$12.00
2/14/2014	Glotrans		\$21.00
2/18/2014	Parking		\$12.00
2/19/2014	Parking		\$12.00
2/20/2014	Parking		\$12.00
2/21/2014	Parking		\$12.00
2/24/2014	Parking		\$12.00
3/1/2014	Westlaw	February	\$65.33
3/5/2014	courtcall	3/6/14 hearing	\$86.00
3/5/2014	Glotrans		\$42.00
3/7/2014	Southwest	San Jose 4/7	\$126.50
3/12/2014	Parking	settlement conf	\$40.00
3/13/2014	Parking		\$9.00
3/18/2014	courtcall	3/21/14 hearing	\$86.00
3/18/2014	Parking		\$9.00
3/19/2014	Glotrans	ex parte	\$42.00
3/20/2014	glotrans		\$21.00
3/21/2014	courtcall	4/1/14 hearing	\$86.00
3/28/2014	Glotrans		\$63.00
3/29/2014	Veritext	1999132	\$385.00
3/31/2014	Parking		\$6.00
4/1/2014	Westlaw	March	\$88.22
4/1/2014	courtcall	4/7/14 hearing	\$86.00
4/5/2014	CalWest Atty Svc	7234	\$77.50
4/3/2014	Parking	settlement	\$8.00
4/10/2014	Parking	settlement conf	\$39.15
5/1/2014	Westlaw	April	\$32.67
5/13/2014	Courtcall	5/23/14 hearing	\$86.00
6/1/2014	Westlaw	May	\$34.37
6/11/2014	Courtcall	7/11/14 hearaing	\$86.00
7/30/2014	Parking	settlement mtg	\$9.00
8/1/2014	westlaw	July	\$242.66
8/8/2014	Glotrans		\$63.00
8/11/2014	Parking	Mosk	\$20.00

8/11/2014	Lunch Meeting		\$17.45
8/11/2014	Glotrans		\$63.00
8/12/2014	Courtcall	8/15/14 hearing	\$86.00
8/12/2014	Parking	settlement mtg	\$20.00
8/14/2014	Glotrans		\$21.00
8/15/2014	Courtcall	8/29/2014 hearing	\$86.00
8/21/2014	Glotrans		\$21.00
8/25/2014	Glotrans		\$21.00
9/1/2014	Westlaw	august	\$66.16
9/2/2014	courtcall	9/5/14 hearing	\$86.00
9/3/2014	Glotrans		\$21.00
9/4/2014	glotrans		\$42.00
9/19/2014	glotrans		\$21.00
9/25/2014	glotrans		\$42.00
10/2/2014	courtcall		\$86.00
10/1/2014	Westlaw	September	\$56.53
10/8/2014	courtcall		\$86.00
11/1/2014	Westlaw	October	\$56.53
11/4/2014	Parking	Court	\$20.00
11/12/2014	Jeanette Coyle	11/4/14 transcript	\$66.00
11/21/2014	LASC	online record fee	\$7.50
12/19/2014	courtcall		\$86.00
1/1/2015	Westlaw	December	\$3.93
1/6/2015	Glotrans		\$42.00
1/8/2015	Glotrans		\$21.00
1/9/2015	Southwest Airlines	San Jose Jan. 22	\$152.20
1/15/2015	Glotrans		\$42.00
1/16/2015	Glotrans		\$21.00
1/19/2015	Glotrans		\$21.00
1/20/2015	Glotrans		\$21.00
1/21/2015	Glotrans		\$21.00
1/22/2015	Parking	LAX -- San Jose	\$22.81
1/22/2015	Taxi	SJC to Court (one way)	\$20.16
1/27/2015	Deanne Helgesen CSR	1/22/15 transcript	\$60.00
2/1/2015	Sharefile	FTP expert / clients - Jan	\$125.00
2/1/2015	Westlaw		\$364.30
2/2/2015	Courtcall		\$86.00
2/5/2015	LASC	filing fees ex partes	\$120.00
2/26/2015	Glotrans		\$21.00
3/1/2015	Sharefile	FTP expert / clients - Feb	\$125.00
3/1/2015	Westlaw	February	\$17.05
3/4/2015	Glotrans		\$42.00
3/13/2015	Glotrans		\$42.00
3/14/2015	LASC	filling fee prelim approval	\$60.00
3/19/2015	Glotrans		\$21.00
3/23/2015	parking	BBK meeting	\$9.00
3/26/2015	parking court		\$20.00
4/1/2015	Westlaw	March	\$420.68
4/1/2015	Sharefile	FTP expert / clients -March	\$125.00
4/1/2015	Glotrans		\$21.00
4/6/2015	Calwest	#9482	\$114.00
4/9/2015	Courtcall		\$86.00
4/9/2015	AV Press	class notice	\$405.90 Bill BBK
4/13/2015	Courtcall		\$86.00
4/24/2015	Glotrans		\$21.00

4/25/2015	Glotrans		\$21.00
5/1/2015	Sharefile	FTP expert / clients - April	\$125.00
5/1/2015	Westlaw	April	\$784.35
5/6/2015	Courtcall	15-May-15	\$86.00
5/13/2015	LASC	internet download fees 4408	\$12.75
5/19/2015	courtcall	15-Jun-15	\$86.00
6/1/2015	Sharefile	FTP expert / clients - May	\$125.00
6/1/2015	Westlaw	May	\$180.42
6/4/2015	Glotrans		\$42.00
6/8/2015	Glotrans		\$21.00
6/11/2015	Glotrans		\$21.00
6/12/2015	Glotrans		\$21.00
6/17/2015	courtcall	10-Jul-15	\$86.00
6/19/2015	Clifford & Brown	phase 4 transcripts	\$ 144.50
7/1/2015	Sharefile	FTP expert / clients - June	\$125.00
7/1/2015	Westlaw	June	\$389.20
7/9/2015	Glotrans		\$105.00
7/11/2015	Glotrans		\$21.00
7/15/2015	Courtcall	ex parte July 16	\$86.00
7/16/2015	filing fee	Check 3079	\$60.00
7/19/2015	Southwest Air	San Jose 8/25/15	\$220.00
7/21/2015	Parking BBK	Williams meeting	\$39.15
7/27/2015	Glotrans		\$63.00
7/27/2015	Parking	Thompson depo	\$4.50
7/27/2015	Mileage	Thompson - 236 x .575	\$135.70
7/28/2015	Glotrans		\$21.00
7/29/2015	Personal Ct Reporters	Thompson depo transcript	\$453.65
7/28/2015	Excelsior Digital	Thompson report binders - Trial	\$2,685.00
8/1/2015	CalWest	#2703	\$270.00
8/1/2015	Westlaw	July	\$189.90
8/1/2015	Sharefile	FTP expert / clients - July	\$125.00
8/3/2015	Parking	Prove up trial day 1	\$20.00
8/3/2015	Lunch	Oleary/McLachlan	\$36.52
8/4/2015	Parking	Prove up trial day 2	\$20.00
8/5/2015	Excelsior Digital	Thompson report trial binders	\$2,685.90
8/20/2015	Courtcall	26-Aug-15	\$86.00
8/20/2015	Courtcall	27-Aug-15	\$86.00
8/25/2015	taxi	SJO to court	\$22.32
8/25/2015	Uber	court to airport, San Jose	\$13.73
8/25/2015	parking LAX		\$18.04
8/26/2015	Courtcall	refund - August 26	-\$86.00
8/26/2015	Courtcall	refund - August 27	-\$86.00
8/27/2015	Courtcall	Sept. 4	\$86.00
9/1/2015	Glotrans		\$42.00
9/1/2015	Sharefile	FTP expert / clients - Aug	\$125.00
9/4/2015	Glotrans		\$63.00
9/9/2015	Courtcall	Sept. 21	\$86.00
9/18/2015	Glotrans		\$21.00
9/28/2015	Parking	trial	\$20.00
9/29/2015	Parking	trial	\$20.00
9/30/2015	Parking	trial	\$20.00
10/1/2015	Parking	trial	\$20.00
10/1/2015	Lexis	September	\$197.16
10/1/2015	Parking	trial	\$20.00
10/1/2015	Sharefile	FTP expert / clients - Sept.	\$125.00

10/6/2015	Courtcall	Oct. 7	\$86.00
10/14/2015	Parking	trial	\$20.00
10/23/2015	Courtcall	Oct. 30	\$86.00
10/28/2015	Veritext	CA2461108	\$90.00
10/30/2015	Southwest	closing San Jose	\$402.97
11/1/2015	Sharefile	FTP expert / clients - Oct.	\$125.00
11/1/2015	Lexis	October	\$86.25
11/1/2015	Veritext	Tapia transcript	\$961.15
11/2/2015	Parking	meeting	\$8.00
11/3/2015	Embassy Suites	hotel 11/3 - San Jose	\$457.84
11/2/2015	Glotrans		\$63.00
11/3/2015	San Pedro	lunch, San Jose	\$14.00
11/3/2015	Joe's	dinner	\$37.79
11/4/2015	Lou's	lunch, San Jose	\$16.57
11/4/2015	Taxi LAX		\$29.56
11/6/2015	Courtcall	Nov. 10 hearing	\$86.00
11/9/2015	LASC	download fees -- Mosk	\$2.00
11/11/2015	LASC	minute order download	\$13.60
11/18/2015	Glotrans		\$42.00
11/23/2015	Filing fee	LASC - Check 3109	\$60.00
11/23/2015	Heather Gorley CSR	closing transcripts	\$387.00
12/1/2015	Lexis	November	\$130.54
12/1/2015	Veritext	August 3 trial	\$233.30
12/1/2015	Veritext	August 4 trial	\$108.84
12/1/2015	Veritext	Sept. 28 trial	\$239.76
12/1/2015	Veritext	Sept. 29 trial	\$270.21
12/1/2015	Veritext	Sept. 30 trial	\$162.23
12/1/2015	Veritext	Oct 1 trial	\$113.03
12/1/2015	Veritext	Oct 2 trial	\$200.78
12/1/2015	Sharefile	FTP expert / clients - Nov.	\$125.00
12/1/2015	LASC	download fees -- Mos	\$9.80
12/1/2015	Lexis	November	\$275.67
12/6/2015	Glotrans		\$21.00
12/4/2015	Glotrans		\$21.00
12/9/2015	LASC	file download fees	\$67.60
12/10/2015	Glotrans		\$42.00
12/17/2015	Glotrans		\$21.00
12/18/2015	Glotrans		\$21.00
12/21/2015	Glotrans		\$63.00
12/23/2015	parking	LASC	\$20.00
12/28/2015	Glotrans		\$21.00
12/30/2015	Glotrans		\$63.00
12/31/2015	courtcall	8-Jan-16	\$86.00
1/1/2016	Veritext	Oct. 14 Trial	\$518.00
1/1/2016	Lexis	December	\$100.30
1/1/2016	Veritext	Oct. 15 Trial	\$227.15
1/1/2016	Sharefile	FTP expert/ clients - Dec	\$125.00
1/15/2016	Glotrans		\$21.00
1/19/2016	Glotrans	ex parte	\$24.00
1/19/2016	LASC	filing fees ex parte	\$60.00
1/20/2016	Courtcall	ex parte Jan 21	\$86.00
1/20/2016	Courtcall	1-Feb-16	\$86.00
1/20/2016	Glotrans	reply ex parte	\$24.00
1/21/2016	Glotrans	file letter	\$24.00
1/21/2016	Mileage	Lancaster 172 x .54	\$92.88

1/22/2016	Glotrans	depo notice 2	\$24.00
1/22/2016	Glotrans	stip	\$24.00
1/27/2016	LASC	filing fee on fee motion	\$60.00
1/27/2016	Glotrans		\$144.00
1/27/2016	Veritext	Ritter depo transcript (estimated)	\$497.25 600.00 estimated
2/1/2016	Lexis	January	\$222.00
2/1/2016	Glotrans	Ritter opp	\$24.00
2/5/2016	Glotrans		\$24.00
2/10/2016	Parking	Court	\$20.00
2/15/2016	Southwest	San Jose	\$145.96
2/23/2016	Courtcall	ex parte 2/24	\$86.00
2/24/2016	Southwest	April 1 flight change	\$45.00
2/25/2016	CCROLA	2/10/16 transcript	\$111.00
3/1/2016	Lexis	February	\$315.42
3/9/2016	Glotrans	motion re class counsel	\$24.00
3/9/2016	Courtcall	21-Mar-16	\$86.00
3/9/2016	LASC	filing fee	\$60.00
3/11/2016	Glotrans		\$72.00
3/25/2016	Glotrans	reply -- fee motion (2x)	\$48.00
	in house postage	[postage meter only]	\$631.79
	in house copy	28,166 at .15	\$4,224.90
		total MM Costs	\$87,256.28
		Payment - PWD	\$ (12,170.00)
		Payment - Rosamond CSD	\$ (2,276.60)
		Payment - Phelan	\$ (742.56)
		AV Press Reimbursement (2013)	\$ (435.60)
			\$71,631.52

# **EXHIBIT F**



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*dan@danolearylaw.com*

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

**DECLARATION OF DANIEL M.  
O'LEARY 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: March 21, 2016  
Time: 1:30 p.m.

**I, Daniel O’Leary, declare:**

2. I am co-counsel of record of record for Plaintiff Richard Wood and the Class, and am duly licensed to practice law in California. I graduated from University of California, San Diego with a degree in mathematics, and from U.C.L.A. School of Law in 1994. I have been a Plaintiff's contingent attorney for over twenty years, specializing in complex litigation.

4. As of January 22, 2016, my firms' costs of suit in this matter total \$6,421.28, with an outstanding balance of \$4,339.73. Attached hereto as **Exhibit 2** is a copy of my cost bill.

2

**DECLARATION OF DANIEL M. O'LEARY IN SUPPORT OF MOTION FOR  
AWARD OF ATTORNEYS' FEES, COSTS AND INCENTIVE AWARD**

1           6.       Like Mr. McLachlan, I have worked on this case for over eight years  
2 with no compensation or cost reimbursement except that received through the  
3 2013 settlement with several public water suppliers. Nevertheless, we have  
4 represented the Class zealously and achieved a result that will allow small  
5 domestic pumpers in the area of adjudication to continue to pump water without  
6 the threat of prescriptive claims or, generally, assessments. Moreover, the Class  
7 has protections against future reductions. Notably, no class members objected to  
8 the settlement.

9           7.       As explained in Mr. McLachlan's declaration, in 2013, we reached a  
10 settlement with several defendants, for which we received a partial fee award at a  
11 rate of \$550 per hour for attorney time and \$110 per hour of paralegal time. The  
12 Court approved this, specifically finding it to be a reasonable rate. That rate,  
13 however, was discounted to reflect the facts that (1) the reduced rate was a  
14 condition of the settlement with these defendants, (2) a higher rate would likely  
15 have prevented the settlement from occurring, and (3) the settling defendants  
16 were proportionally responsible for only a relatively small amount of the fees,  
17 relative to their pumping volumes. The \$550 rate was a below-market rate in  
18 2013 and is still below market, setting aside the gigantic delay in payment, the  
19 risk of an adverse recovery and the out-of-pocket advancement of expenses.

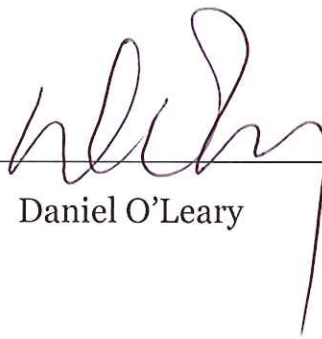
20           8.       I am confident that no attorney would have undertaken this  
21 representation knowing in advance that fees and costs would not be paid for over  
22 eight years (of course, any fee award may be appealed, but that is a different risk  
23 and involves different considerations than not having a fee award at all for almost  
24 a decade of work). Even though I have spent far less of the past eight years  
25 working on this case than Mr. McLachlan, I would have turned down this case  
26 had I known how much time would pass before the final resolution.

27           9.       To echo Mr. McLachlan, in addition to the resources we have  
28 committed to this representation, there is a wide array of relevant facts that

1 justify the full amount of fees we have requested here. Generally, they are: the  
2 case's long duration (eight years), the risks of loss and uncertainty, the high  
3 quality and great efficiency of the work, the excellent outcome for the class  
4 members, the inability to take on other business, as well as the financial toll this  
5 case has taken on my office. They all weigh in favor of a 2.5 multiplier.

6 I declare under penalty of perjury under the laws of the State of California  
7 that the foregoing is true and correct. Executed this 27<sup>th</sup> day of January 2016, at  
8 Los Angeles, California.

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Daniel O'Leary

## **Exhibit 2**

10:47 AM

01/18/16

Accrual Basis

## Law Office of Daniel M. O'Leary

## Account QuickReport

## All Transactions

Type	Date	Name	Amount	Balance
<b>Client Costs</b>				
<b>Antelope Valley</b>				
Bill	10/07/2008	Hahn & Bowersock, Inc.	939.13	939.13
Bill	10/21/2008	Paulson Reporting & Litigatio...	732.49	1,671.62
General Journal	11/30/2008		81.43	1,753.05
General Journal	12/31/2008		84.96	1,838.01
General Journal	01/31/2009		144.08	1,982.09
Credit Card Charge	05/26/2009	Court Call	65.00	2,047.09
Credit Card Charge	05/26/2009	Glotrans E-Filing	15.70	2,062.79
General Journal	05/31/2009		0.92	2,063.71
Bill	06/15/2009	DDS Legal Support Systems...	196.40	2,260.11
Credit Card Charge	07/02/2009	Glotrans E-Filing	15.70	2,275.81
Credit Card Charge	08/12/2009	Southwest Airlines	297.20	2,573.01
Credit Card Charge	08/17/2009	PNF-Los Angeles	23.93	2,596.94
Credit Card Charge	09/02/2009	Southwest Airlines	1.30	2,598.24
Credit Card Charge	09/02/2009	Morton's	66.48	2,664.72
General Journal	09/06/2009		54.23	2,718.95
General Journal	09/28/2009		42.00	2,760.95
General Journal	03/08/2010		18.00	2,778.95
General Journal	07/08/2010	Westlaw	31.60	2,810.55
General Journal	01/04/2011		18.00	2,828.55
General Journal	01/04/2011		18.00	2,846.55
General Journal	01/31/2011		18.00	2,864.55
Credit Card Charge	01/31/2011	Omni Hotels	38.47	2,903.02
General Journal	02/01/2011		18.00	2,921.02
General Journal	07/20/2011	Cash Expense	40.00	2,961.02
Credit Card Charge	07/27/2011	Southwest Airlines	112.00	3,073.02
Credit Card Charge	08/24/2011	Southwest Airlines	180.70	3,253.72
Credit Card Charge	08/24/2011	American Airlines	158.70	3,412.42
Credit Card Charge	08/31/2011	Southwest Airlines	10.00	3,422.42
Credit Card Charge	08/31/2011	PNF-Los Angeles	23.93	3,446.35
Credit Card Charge	08/31/2011	Pyramid Ale House	38.91	3,485.26
Credit Card Charge	04/27/2012	Court Call	78.00	3,563.26
General Journal	07/09/2012	Cash Expense	18.00	3,581.26
Credit Card Charge	12/07/2012	Court Call	108.00	3,689.26
Credit Card Charge	05/23/2013	Glotrans E-Filing	21.00	3,710.26
Credit Card Charge	05/23/2013	Glotrans E-Filing	21.00	3,731.26
Bill	05/31/2013	DDS Legal Support Systems...	1,663.40	5,394.66
General Journal	07/29/2013	Classicparking.com	18.00	5,412.66
Credit Card Charge	10/10/2013	Court Call	116.00	5,528.66
General Journal	10/22/2013	Cash Expense	10.00	5,538.66
Deposit	01/21/2014	Law Office of Mike McLachlan	-1,481.46	4,057.20
Deposit	04/10/2014	Law Office of Mike McLachlan	-90.39	3,966.81
Deposit	05/16/2014	Law Office of Mike McLachlan	-376.00	3,590.81
Bill	05/31/2014	DDS Legal Support Systems...	19.95	3,610.76
Deposit	07/11/2014	Law Office of Mike McLachlan	-133.70	3,477.06
Credit Card Charge	09/16/2014	Court Call	86.00	3,563.06
General Journal	08/03/2015	Classicparking.com	36.00	3,599.06
Credit Card Charge	08/19/2015	Court Call	86.00	3,685.06
General Journal	09/28/2015	Classicparking.com	18.00	3,703.06
Credit Card Charge	09/28/2015	Kendall's Brasserie	25.00	3,728.06
General Journal	09/28/2015	Classicparking.com	18.00	3,746.06
General Journal	09/29/2015	Classicparking.com	18.00	3,764.06
General Journal	10/01/2015	Classicparking.com	18.00	3,782.06
General Journal	10/15/2015	Classicparking.com	18.00	3,800.06
Credit Card Charge	10/30/2015	Southwest Airlines	451.96	4,252.02
General Journal	11/04/2015	Yellow Cab	20.00	4,272.02
General Journal	11/04/2015	Yellow Cab	25.00	4,297.02
Credit Card Charge	11/04/2015	Park N Fly	24.71	4,321.73
General Journal	12/23/2015	Classicparking.com	18.00	4,339.73
Total Antelope Valley			4,339.73	4,339.73
Total Client Costs			4,339.73	4,339.73
<b>TOTAL</b>			<b>4,339.73</b>	<b>4,339.73</b>