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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**  
10

11 Coordination Proceeding  
12 Special Title (Rule 1550 (b))

Judicial Council Coordination  
Proceeding No. 4408

13 **ANTELOPE VALLEY GROUNDWATER**  
14 **CASES**

[Assigned to The Honorable Jack Komar, Judge  
Santa Clara County Superior Court, Dept. 17]

Santa Clara Court Case No. 1-05-CV-049053

**OPPOSITION TO RICHARD WOOD'S  
MOTION FOR ORDER ALLOCATING  
COSTS OF COURT-APPOINTED EXPERT  
WITNESS**

Date: June 5, 2009  
Time: 2:00 p.m.  
Dept.: 17C

21  
22 Palmdale Water District, Los Angeles County Waterworks District No. 40, Rosamond  
23 Community Services District, and the City of Palmdale respectfully submit this opposition to Richard  
24 Wood's motion for order allocating the costs of the court-appointed expert witness.  
25

26 This court has previously expressed its intent to allocate costs of the court-appointed neutral  
27 expert to the parties, in accordance with Evidence Code section 731(c). Despite this, Wood now moves  
28 to allocate the costs solely to the Public Water Suppliers.

1  
2 In his brief motion, Wood advances two overlapping arguments: (1) The landowners are not  
3 parties to the Wood action; (2) The Public Water Suppliers are the parties most directly affected by the  
4 Wood class, because the landowners and the Wood class have no claims against each other. Neither of  
5 these arguments has merit.  
6

7 First, the fact that landowners are not parties to the Wood action makes no difference, because  
8 they are parties to the coordinated actions. The court rules dealing with coordinated actions define  
9 “parties” to include all parties to all coordinated actions. (Rule 3.501(13), Cal. Rules of Court.) These  
10 rules prevail over conflicting provisions of the general law. (Cal. Civ. Proc. Code 404.7; Rule 3.504.)  
11 This court has authority to apportion expert costs to all parties to the coordinated actions under the broad  
12 discretion given to the coordinating judge. (See Rules 3.504(c) and 3.541; *McGhan Medical Corp. v.*  
13 *Superior Ct.* (1992) 11 Cal.App.4th 804, 812.)  
14

15 Second, all parties are affected by the determination of how much the Wood class members have  
16 pumped. There are two principal objectives in this case – to determine all the water rights to the  
17 groundwater in the Antelope Valley, and to fashion a physical solution. The members of the Wood class  
18 are by definition holders of overlying rights. As such, they share correlatively with the overlying rights  
19 of the other landowners. (See *Katz v. Walkinshaw* (1903) 141 Cal. 116, 134, 136.) This is true whether  
20 or not the Public Water Suppliers have acquired prescriptive rights. After accounting for any  
21 prescriptive rights and federal reserved rights, the remaining native safe yield will be divided among the  
22 Wood class and the other landowners. Thus, the Wood class and the other landowners are adverse to one  
23 another. Similarly, any settlement or judgment allowing the Wood class to pump a certain amount  
24 without assessment will affect the assessments paid by the other landowners. Finally, the expert’s work  
25 in determining the pumping of the Wood class may be relevant to the determination of basin yield and  
26 overdraft, matters which affect all parties.  
27  
28

1 For these reasons, the costs of the expert should be apportioned to all parties, pursuant to  
2 Evidence Code section 731, and not just the Public Water Suppliers.

3  
4 .Dated: May 22, 2009

LAGERLOF, SENECAL, GOSNEY & KRUSE, LLP

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