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5 Attorneys for Defendant and Cross-Complainant,
6 Palmdale Water District
7
8

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

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

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

Judicial Council Coordination
Proceeding No. 4408

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

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

**RESPONSE TO LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40'S CASE
MANAGEMENT STATEMENT**

DATE: November 18, 2010
Time: 9:00 A.M.
Dept. 1

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23 This response is being filed jointly by the four attorneys designated by the Accord Group to
24 negotiate with Waterworks District 40. The statement by Waterworks District 40 regarding the status of
25 settlement negotiations is not accurate.

26
27 As the court is aware, a group of principals (the Accord Group), with the assistance of mediator
28 James Waldo, developed a framework for settlement of the case and called it the Antelope Valley
Accord. Waterworks District 40 and other parties (the non-Accord Group) did not participate in the

1 negotiation of the Accord. (Waterworks District 40 incorrectly designates the non-Accord Group as the
2 Public Water Suppliers. In fact, a number of Public Water Suppliers, including Palmdale Water District,
3 Quartz Hill Water District, Rosamond Community Services District, city of Lancaster, and Phelan Piñon
4 Hills Community Services District, are included in the Accord Group.)

5
6 On August 24, 2010, a settlement conference was held before Justice Robie. Both the Accord
7 Group and the non-Accord Group were represented. Justice Robie suggested a way to move forward
8 with negotiations, and the parties agreed to proceed on that basis.

9
10 Since that time, several meetings have been held between representatives of the Accord Group
11 and representatives of Waterworks District 40 and the non-Accord Group, both in person and by
12 telephone. In the first such meeting, held on September 1 in the Los Angeles office of Best, Best &
13 Krieger, it was agreed that Waterworks District 40 would prepare an outline of a physical solution for
14 discussion and negotiation.

15
16 On October 25, a meeting was held at which technical representatives and attorneys from both
17 sides were present. Such a meeting between technical representatives had been suggested by Justice
18 Robie. Among other things, settlement concepts and the proposed physical solution were discussed.
19 Both sides agreed that progress was made at the meeting.

20
21 A meeting was scheduled for November 10 for Waterworks District 40 to present the draft
22 physical solution, but no draft physical solution was presented. The draft physical solution has still not
23 been presented to the Accord Group.

24
25 In the meantime, the Accord Group has continued to meet, and has revised the Accord in
26 accordance with Justice Robie's suggestions and to meet perceived concerns of the non-Accord Group.
27 The revised draft has been given to the non-Accord Group, which has promised to provide comments
28 but has not yet done so.

1
2 As recently as November 15, the day the case management conference statement was filed, there
3 was an in-person meeting between two of the undersigned and County Counsel to discuss settlement
4 issues.

5
6 In short, the Accord Group and the undersigned have been working diligently toward a
7 settlement that will be acceptable to all parties.

8
9 Dated: November 16, 2010

LAGERLOF, SENECAL, GOSNEY & KRUSE, LLP

10
11 By: Thomas S. Bunn III
12 Thomas S. Bunn III

13
14 Dated: November 16, 2010

BROWNSTEIN HYATT FARBER SCHRECK LLP

15
16 By: Michael Fife
17 Michael Fife

18
19 Dated: November 16, 2010

GRESHAM SAVAGE NOLAN & TILDEN

20
21 By: Michael Duane Davis
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24
25 Dated: November 16, 2010

MURPHY & EVERTZ

26
27 By: _____
28 Douglas J. Evertz

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24 By:  _____
25 Douglas J. Evertz
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