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4 Attorneys for Defendant and Cross-Complainant,
5 Palmdale Water District
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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

15 **OBJECTION TO PROPOSED ORDER**
16 **AUTHORIZING COURT-APPOINTED**
17 **EXPERT WORK**

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19 Palmdale Water District submits this objection to the amended proposed order re: motion for an
20 order authorizing court-appointment expert work, submitted by the Wood Class on November 19, 2012.

21 Specifically, Palmdale Water District objects to the portion of the proposed order requiring the
22 Public Water Suppliers to execute a contract with the expert.

23 The Public Water Suppliers are not hiring the expert and have nothing to do with the terms and
24 conditions under which the expert will perform his work. The expert will be responsible to the court,
25 not the Public Water Suppliers, for the work. The expert will have no obligations to the Public Water
26 Suppliers, and the Public Water Suppliers have no obligations to the expert other than the obligation of
27 payment. The obligation of payment should be and is set forth in the proposed order, so it is
28 unnecessary to have a contract as well.

1 Therefore, Palmdale Water District respectfully requests that the court delete the following
2 language from the proposed order, which appears at page 2, lines 16 through 19:

3 “Contracting and Payment

4 If required by the court-appointed expert, the public water suppliers listed
5 below, shall execute a contract for the services to be rendered. They will execute
6 said agreement within five days of presentation.”

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8 Dated: November 20, 2012

LAGERLOF, SENEAL, GOSNEY & KRUSE, LLP

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10 By: _____
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12 Attorneys for Defendant and Cross-Complainant
13 Palmdale Water District
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