

Michael D. McLachlan (State Bar No. 181705)
LAW OFFICES OF MICHAEL D. McLACHLAN, APC
10490 Santa Monica Boulevard
Los Angeles, California 90025
Telephone: (310) 954-8270
Facsimile: (310) 954-8271
mike@mclachlanlaw.com

Daniel M. O'Leary (State Bar No. 175128)
LAW OFFICE OF DANIEL M. O'LEARY
10490 Santa Monica Boulevard
Los Angeles, California 90025
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))

Judicial Council Coordination
Proceeding No. 4408

ANTELOPE VALLEY GROUNDWATER
CASES

(Santa Clara Case No. 1-05-CV-049053,
Honorable Jack Komar)

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

Case No.: BC 391869

**SUPPLEMENTAL DECLARATION
OF MICHAEL D. MCLACHLAN RE
STATUS OF SETTLEMENT**

Plaintiff,

v.

Date: July 15, 2010
Time: 9:00 a.m.
Dept.: telephonic

LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40; et al.

Defendants.

1 I, Michael D. McLachlan, declare:

2 1. I make this declaration of my own personal knowledge, except where stated
3 on information and belief, and if called to testify in Court on these matters, I could do so
4 competently. I am counsel of record of record for Richard Wood and the Small Pumper
5 Class, and am duly licensed to practice law in California.

6 2. Upon reviewing Waterworks' Case Management Statement, I was unable
7 to decipher what exactly is the "Robie Settlement," but it appears to be code for the
8 Willis Class Settlement. That process only involved several water suppliers, the class
9 counsel and the United States. In the context of litigation to resolved an alleged water
10 shortage, it is absurd to suggest that a limited potential settlement of legal claims by a
11 large group of landowners who by definition use absolutely no groundwater can compare
12 in significance to one involving over 85% of the total current groundwater use in the
13 basin. Resolving the Willis class alone does little to advance Waterworks stated goal of
14 preserving the basin.

15 3. What is also curious about the Waterworks case management statement is
16 that fails to state which of the other public water supplier defendants have approved the
17 Willis settlement. One must assume that has Rosamond CSD approved the "Robie
18 Agreement," its attorneys, Best Best and Krieger, would have mentioned this fact.
19 Waterworks statement similarly omits mention of the United States, which participated
20 in the initial Robie meeting. The only statement offered is that "other parties have
21 acknowledged their approval, acceptance or their support for the Robie Settlement."
22 (Waterworks Case Management Statement, 4:26-27.)

23 4. On page 4 of its statement, Waterworks states that the parties to the Robie
24 mediation "put their settlement on the record at the Court of Appeal," as if to suggest
25 there was something binding put on the record by the classes. Since I was the person to
26 speak on behalf of the Small Pumper Class, I can state unequivocally that it was very
27 clear that statement of agreed upon terms was expressly stated to be non-binding. If it

had been binding, Small Pumper class counsel would have moved long ago to enforce the settlement. Waterworks makes no mention whatsoever of the Small Pumper class in its case management statement, and it as if we were not even present before Justice Robie.

5. Waterworks has spent a good deal of time trying to derail a global settlement, to the detriment of all involved, including its own customers. Waterworks refused to explain why it has not participated in the Waldo process, and instead suggests that the other landowners have somehow refused to participate with Justice Robie. (Waterworks Case Management Statement, 4:26-27.) What actually occurred is that a few days before a date Waterworks knew had been set for one of the final meetings of the Waldo/Principals' mediation group, Waterworks arranged a last minute competing mediation with Justice Robie. At 4:35 p.m. on June 8, 2010, Waterworks counsel electronically served a notice stating that a mediation would take place in Sacramento the following morning at 10:00 a.m. (SCSC Docket No. 3644.) This was the first notice that was given for the mediation, so it is not surprising that no one appeared. All of the parties were in Palmdale on June 9, meeting with the Waldo team.

6. Now that the Waldo process is complete, the parties should be given the time to meet with Justice Robie will all litigants present.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14th day of July, 2010, at Los Angeles, California.

Michael D. McLachlan

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action. My business address is 10490 Santa Monica Blvd., Los Angeles, California 90025.

On July 14, 2009, I caused the foregoing document(s) described as **SUPPLEMENTAL DECLARATION OF MICHAEL D. MCLACHLAN RE STATUS SETTLEMENT AND JOINDER**

to be served on the parties in this action, as follows:

(X) (BY ELECTRONIC SERVICE) by posting the document(s) listed above to the Santa Clara County Superior Court website: www.scefiling.org regarding the Antelope Valley Groundwater matter.

() (BY U.S. MAIL) I am readily familiar with the firm's practice of collection and processing of documents for mailing. Under that practice, the above-referenced document(s) were placed in sealed envelope(s) addressed to the parties as noted above, with postage thereon fully prepaid and deposited such envelope(s) with the United States Postal Service on the same date at Los Angeles, California, addressed to:

() (BY FEDERAL EXPRESS) I served a true and correct copy by Federal Express or other overnight delivery service, for delivery on the next business day. Each copy was enclosed in an envelope or package designed by the express service carrier; deposited in a facility regularly maintained by the express service carrier or delivered to a courier or driver authorized to receive documents on its behalf; with delivery fees paid or provided for; addressed as shown on the accompanying service list.

() (BY FACSIMILE TRANSMISSION) I am readily familiar with the firm's practice of facsimile transmission of documents. It is transmitted to the recipient on the same day in the ordinary course of business.

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

() (FEDERAL) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

//s//
Ana Horga