

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANTELOPE VALLEY GROUNDWATER CASES

This Judgment Relates to Included Action:
RICHARD WOOD, 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

Case No. BC391869

**[proposed] JUDGMENT
APPROVING WOOD CLASS
ACTION PARTIAL
SETTLEMENT**

1 The Court, having reviewed and considered the Motion for Final Approval of Settlement
2 for the Wood Class Stipulation of Settlement dated October __, 2013 (the “Settlement
3 Agreement”)¹, by and between City of Lancaster, Palmdale Water District, Phelan Piñon Hills
4 Community Services District, and Rosamond Community Services District, (collectively,
5 “Settling Defendants”), and Richard Wood, on behalf of himself and the Class defined below, in
6 the matter styled *Richard Wood v. Los Angeles County Waterworks District No. 40 et al.*, Los
7 Angeles Superior Court Case Number BC391869 (“Wood Class Action”); having reviewed and
8 considered the terms and conditions of the Settlement Agreement; having reviewed and heard any
9 timely filed objections to the Settlement after notice to the class in accordance with the
10 preliminary approval order; and having reviewed and considered the motion of Class Counsel for
11 an award of attorneys’ fees and costs and for an award of compensation to Richard Wood, and
12 having reviewed and considered all opposing papers, the Court makes the following FINDINGS:

13 A. The Court has jurisdiction over all parties to the Settlement Agreement including
14 Class members who did not timely opt out of the Settlement.

15 B. For over 14 years, a number of actions have been pending in the Los Angeles
16 County Superior Court and other California courts seeking an adjudication of various parties’
17 respective rights to the groundwater underlying the Antelope Valley Groundwater Basin (the
18 “Basin”).

19 C. Several of these actions were coordinated by the California Judicial Council, by
20 order dated July 11, 2005, and assigned to the Honorable Jack Komar of the Superior Court for
21 the County of Santa Clara (the “Court”).

22 D. The Court held the first phase of trial in October of 2006 for the purpose of
23 determining the boundaries of the Basin for the purposes of these coordinated actions, and did so
24 by an Order dated November 3, 2006.

25 E. The Wood Class Action was filed on June 3, 2008 against certain public water
26 entities asserting claims for declaratory relief, quiet title, and various claims related to the alleged

27
28 ¹ Any capitalized terms in this Judgment that are not defined herein are accorded the
definition set forth in the Settlement Agreement.

1 taking of water rights. The Wood Class action was subsequently added to the Coordinated Cases.

2 F. By order of September 2, 2008, the Court certified the Wood Class, appointed
3 Richard Wood as Class representative, and the Law Offices of Michael D. McLachlan APC and
4 the Law Office of Daniel M. O’Leary as counsel for the Class. By that Order, the Court defined
5 the Class as:

6 All private (i.e. non-governmental) persons and entities that own real property within the
7 Basin, as adjudicated, and that have been pumping less than 25 acre-feet per year on their
8 property during any year from 1946 to the present. The Class excludes the defendants
9 herein, any person, firm, trust, corporation, or other entity in which any defendant has a
10 controlling interest or which is related to or affiliated with any of the defendants, and the
11 representatives, heirs, affiliates, successors-in-interest or assigns of any such excluded party.
12 The Class also excludes all persons and entities that are shareholders in a mutual water
13 company.

14 G. Notice of the pendency of this class action was initially provided to the class by
15 mail and publication, with a final opt out date of December 4, 2009. A list of those parties that
16 opted out of the class, and did not subsequently opt back into the class, is attached as Exhibit 1 to
17 the Declaration of Michel D. McLachlan. These opt out parties did not receive the Notice of
18 Class Settlement, and are not bound by the Settlement or this Judgment.

19 H. On October 25, 2013, this Court issued an order preliminarily approving the
20 Settlement. Notice of this Settlement was provided in accordance with the Court’s order
21 preliminarily approving the settlement and the terms of the Settlement Agreement, as reflected in
22 the Supplemental Declaration of Michael D. McLachlan. Notice was given in an adequate and
23 sufficient manner, and constituted the best practicable notice under the circumstances. Those
24 class members who timely opted out of this Settlement are listed in Exhibit 3 to the Supplemental
25 Declaration of Michael D. McLachlan. These parties are not bound by the Settlement or this
26 Judgment.

27 I. The Settlement is a product of good faith, arm’s length negotiations between the
28 Representative Plaintiff and the Settling Defendants and their counsel, which occurred over a

lengthy period of time in this litigation. The Settlement, as provided in the Settlement Agreement, is in all respects fair, reasonable, adequate and proper, as between the Settling Parties, and in the best interests of the Class.

J. All members of the Class who did not opt out of the Class shall be subject to all the provisions of the Settlement Agreement and this Judgment as entered by the Court (the “Settlement Class” members). The Settlement Class members are listed in Exhibit 4 to the Supplemental Declaration of Michael D. McLachlan filed with the Court.

On the basis of the foregoing findings and the submissions referred to above, IT IS
HEREBY ORDERED ADJUDGED AND DECREED:

1. The Settling Parties are released forever as to the Released Claims as provided for in the Settlement Agreement. Any claims or rights not specifically released are retained by the Settling Parties.

2. The Settlement Class members and their heirs, successors, assigns, executors or administrators are permanently barred and enjoined from instituting, commencing, prosecuting, any Released Claim against any of the Released Parties in any forum, other than claims to enforce the terms of the Settlement Agreement. Each member of the Settlement Class has waived and fully, finally and forever settled and released, upon this Judgment becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery of different or additional facts.

3. The Settling Defendants and their heirs, successors, assigns, executors or administrators are permanently barred and enjoined from instituting, commencing, prosecuting, any Released Claim against any of the Released Parties in any forum, other than claims to enforce the terms of the Settlement Agreement. Each Settling Defendant has waived and fully, finally and forever settled and released, upon this Judgment becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery of different or additional facts.

4. Any prescriptive rights the Settling Defendants may have cannot be exercised to reduce any Overlying Rights the Settlement Class members may have.

5. To the extent the Court ultimately enters an order or judgment of physical solution consistent with the rights and obligations of the Settling Parties as set forth in the Settlement Agreement, the Settlement Class members shall be bound by such order or judgment.

6. The Settling Parties are ordered to timely comply with all other provisions of the Settlement Agreement.

7. Without affecting the finality of this Judgment, the Court hereby reserves and retains jurisdiction over this Settlement, including administration of the Settlement Agreement, as well as any action, proceeding or motion brought to enforce the Settlement Agreement, as well as the ultimate determination of the Settling Parties' water rights. The Settling Parties are subject to the jurisdiction of this Court for any suit, action, proceeding or dispute arising out of or relating to this Judgment or the Settlement Agreement.

8. The Court orders payment of attorneys' fees to class counsel in the total amount of \$719,892.29, costs of suit of \$17,037.71, and _____ for the costs of disseminating Class Notice. These attorneys' fees and costs are payable by Settling Defendants in the following amounts:

<u>Defendant</u>	<u>Fees</u>	<u>Costs</u>	<u>Total</u>
Palmdale Water District	\$576,798.94	\$13,651.46	\$590,450.40
Phelan Piñon Hills CSD	\$35,193.80	\$832.95	\$36,026.75
Rosamond CSD	\$107,899.55	\$2,553.73	\$110,453.28

9. By approving this settlement, the Court finds and determines that the Settling Defendants have no further liability for payment of attorneys' fees, costs and expenses, either directly or indirectly, unless: (1) the Judgment is overturned on appeal; (2) the Settling Defendants fail to timely pay the fees and costs, in which Wood Class counsel have the right to

1 reasonable attorneys' fees and costs in collecting said attorney fees and costs; (3) the Settling
2 Defendants, or any of them, initiate any post-Judgment proceedings against the Wood Class
3 requesting relief relating to this Agreement; or (4) Settling Defendants do not initiate further
4 claims against the Wood Class.

5
6 Dated: _____

Judge of the Superior Court