

Exhibit 4

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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

~~prepared~~ ORDER
GRANTING MOTION FOR
APPROVAL OF AWARD OF
ATTORNEY FEES AND
COSTS

The Court has previously approved the Wood Class Stipulation of Settlement between Richard Wood, on behalf of the Class, and Defendants City of Lancaster, Palmdale Water District, Phelan Piñon Hills Community Services District, and Rosamond Community Services District (collectively, "Settling Parties"), in the case *Richard Wood v. Los Angeles County Waterworks District No. 40 et al.*, Los Angeles Superior Court Case Number BC391869 ("Wood Class Action"). The Settling Parties have stipulated to payment of attorneys' fees to class counsel in the total amount of \$719,892.29, and costs of suit totaling \$17,037.71, and additionally that the Settling Defendants shall pay the costs of disseminating Class notice. The Settling Parties have agreed that the City of Lancaster will not be responsible for payment of attorneys' fees and costs. The allocation agreed to by the Settling Parties is as follows:

<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

Plaintiff is entitled to an award of fees under Code of Civil Procedure section 1021.5. The Court has previously ruled that important rights have been involved in this matter and that the litigation conferred significant benefits.

The Court has independently evaluated the stipulation for payment of attorneys' fees and has determined the agreed upon amount is fair and reasonable. The hourly rate of \$550 is reasonable, as are the claimed number of hours as set forth in the Declarations of Daniel M. O'Leary and Michael D. McLachlan, and billing statements attached thereto as Exhibits 1 and 2, respectively. The Settling Parties have allocated the attorneys' fees and costs in approximate relation to the Defendants relative groundwater extractions over

1 a period of six years. The Court reserves to the Non-Settling Defendants the right to
2 challenge this allocation should it arise with respect to their payment of attorneys' fees or
3 costs at some future date.

4 Given the stipulated amount of attorneys' fees, and the finding that this lodestar
5 amount is reasonable, the Court does not need to evaluate the question of a fee
6 enhancement. The rights of all parties are reserved with respect to any future motion for
7 attorneys' fees and costs filed by the Wood Class in this action.

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9 The Wood Class' motion is GRANTED. Settling Defendants shall pay the
10 stipulated amount of attorneys' fees, in the amounts agreed by each the Settling
11 Defendants, totaling \$719,892.29, and costs of suit totaling \$17,037.71, as well as the
12 costs of disseminating class notice.

13 IT IS SO ORDERED.

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16 Dated: JANUARY 15, 2014



Judge of the Superior Court
Hon. Jack Komar

Exhibit 5

Wood v. LA County - Law Offices of Michael D. McLachlan Costs

<u>DATE</u>	<u>VENDOR</u>	<u>NOTES</u>	<u>AMOUNT</u>
5/5/2008	parking	LASC	\$ 20.00
5/21/2008	Ginger Welker	transcript	\$85.00
6/3/2008	glotrans	5/14-6/3 6x	\$94.20
5/22/2008	parking		\$20.00
5/26/2008	Ginger Welker	transcript	\$125.00
6/1/2008	Westlaw	May	\$236.42
6/3/2008	parking		\$6.00
6/4/2008	DDS atty svc		\$19.15
6/4/2008	courtcall		\$60.00
6/3/2008	LASC	filing fee	\$870.00
6/23/2008	courtcall		\$60.00
6/25/2008	parking	LASC	\$8.00
6/30/2008	mileage	San Diego	\$66.44
6/30/2008	parking	San Diego	\$20.00
6/30/2008	glotrans	13 filing fees	\$204.10
7/1/2008	Westlaw	June	\$97.18
8/1/2008	Westlaw	July	\$18.62
8/1/2008	glotrans	filing fee	\$15.70
8/4/2008	courtcall	???	\$60.00
8/3/2008	Ginger Welker	transcript	\$142.00
8/6/2008	filing fee		\$15.70
8/20/2008	Ginger Welker	Hearing transcript	\$160.00
8/21/2008	filing fee		\$15.70
9/1/2008	Westlaw	August	\$72.14
9/17/2008	glotrans		\$15.70
9/23/2008	Esquire	Utlely depo transcript	\$1,343.40
9/24/2008	Esquire	Scalamini transcript	\$1,503.54
9/29/2008	Esquire	Durbin depo transcript	\$1,567.65
9/30/2008	Esquire	Oberdorfer transcript	\$1,256.40
10/7/2008	LA Best		\$129.25
10/12/2008	parking	court	\$20.00
10/24/2008	courtcall		\$60.00
11/25/2008	cab	San Jose	\$20.00
11/14/2008	courtcall		\$55.00
11/14/2008	glotrans	filing fee	\$15.70
11/14/2008	courtcall		\$60.00
11/21/2008	glotrans	filing fee	\$15.70
11/24/2008	southwest air	airfare	\$279.00
11/25/2008	airport bus		\$1.75
11/25/2008	parking	burbank airport	\$30.00
11/26/2008	glotrans	filing fee x 2	\$31.40
12/1/2008	Westlaw	November	\$100.70
12/15/2008	glotrans	filing fee	\$15.70
1/1/2009	Westlaw	December	\$84.96
1/2/2009	glotrans	filing fee	\$15.70
1/15/2009	Clifford Brown	meeting room	\$61.18
1/22/2009	Ginger Welker	transcript	\$87.00
1/26/2009	glotrans		\$15.70
2/1/2009	Westlaw	January	\$479.35

2/3/2009	southwest air	San Jose		\$119.20
3/1/2009	glotrans	2/9 - 2/28 x9 @ 15.70		\$141.30
2/17/2009	courtcall	3/5 hearing		\$60.00
3/1/2009	Westlaw	February		\$280.46
3/5/2009	parking	aiport		\$30.00
3/5/2009	taxi	San Jose - Court		\$20.00
3/5/2009	taxi	Court - San Jose		\$20.00
3/30/2009	courtcall	tro		\$65.00
3/30/2009	glotrans	3 x 15.70		\$47.10
3/31/2009	glotrans	2 x. 15.70		\$31.40
4/1/2009	Westlaw	March		\$288.19
4/8/2009	Vargas			\$45.00
3/31/2009	courtcall	TRO		\$65.00
4/1/2009	glotrans	3x15.70		\$47.10
4/2/2009	parking	Bunn's office		\$5.25
4/2/2009	glotrans	2x15.70		\$31.40
4/16/2009	glotrans	2x15.70		\$31.40
4/29/2009	Ginger Welker			\$115.00
5/1/2009	Westlaw	April		\$21.02
5/1/2009	courtcall	ex parte		\$65.00
5/1/2009	glotrans	2x15.70		\$31.40
5/6/2009	LASC	jury fees		\$150.00
5/18/2009	courtcall			\$65.00
5/27/2009	courtcall			\$65.00
6/1/2009	Westlaw	May		\$83.76
6/3/2009	courtcall			\$65.00
6/5/2009	glotrans	5/5-6/3 17x 15.70		\$266.90
6/15/2009	courtcall			\$65.00
6/15/2009	DDS atty svc		198251	\$228.80
6/16/2009	courtcall			\$65.00
6/23/2009	LASC	document download		\$7.50
6/30/2009	DDS atty svc		199247	\$123.90
7/1/2009	glotrans	6/5-7/1 13 x 15.70		\$204.10
7/1/2009	Vargas	Class list revision		\$1,035.00
7/1/2009	Westlaw	June		\$54.23
7/13/2009	Entrix			\$0.00
7/20/2009	Heather Gorley	hearing transcripts 2		\$321.40
7/30/2009	Vargas	class list revision		\$255.00
7/21/2009	Fedex		86001	\$19.97
7/27/2009	Fedex		17260	\$17.02
8/3/2009	glotrans	7/9-8/3 7 x 15.70		\$109.90
8/7/2009	southwest air			\$233.20
8/7/2009	glotrans			\$15.70
8/10/2009	Ginger Welker	7/24/09 transcript		\$205.00
8/11/2009	glotrans			\$15.70
8/12/2009	southwest air			\$139.20
8/17/2009	lunch SJ	Shark's Cage		\$17.05
8/17/2009	Park One	LAX Parking		\$17.55
8/13/2009	Fedex	00148 BBK		\$19.21
8/14/2009	Fedex		91748	\$23.62
8/17/2009	taxi	San Jose		\$22.00
8/25/2009	Fedex	Robie 94215		\$19.12

9/1/2009	Westlaw	August	\$61.96
9/2/2009	Parking	burbank airport	\$20.00
9/2/2009	taxi	Robie to Airport	\$36.00
9/2/2009	breakfast	burbank airport	\$13.95
9/2/2009	dinner	Sacto	\$35.19
10/1/2009	Westlaw	Sept	\$113.49
10/2/2009	Fedex	67935 BBK	\$15.33
10/9/2009	Fedex	68794 BBK	\$15.33
10/13/2009	Parking	burbank airport	\$20.00
10/13/2009	taxi	San Jose	\$10.00
10/21/2009	glotrans		\$18.00
10/21/2009	courtcall		\$65.00
10/29/2009	southwest air	Robie part 2	\$341.20
11/4/2009	taxi	robie	\$36.00
11/1/2009	Westlaw	Oct	\$6.58
11/1/2009	Fedex	49207 BBK	\$15.62
11/4/2009	taxi	Sacto to Robie	\$39.00
11/4/2009	lunch Sacto	cash	\$22.00
11/6/2009	Fedex	33637 Robie	\$19.30
11/13/2010	Fedex	BBK	\$15.62
11/27/2010	Fedex	BBK	\$15.40
12/1/2009	Westlaw	Nov	\$13.01
1/8/2010	Courtcall		\$45.00
1/18/2010	Courtcall		\$45.00
2/1/2010	Westlaw	jan	\$102.20
2/3/2010	Glotrans	4 x 18	\$72.00
2/18/2010	Ginger Welker	transcript 2/5	\$85.00
3/1/2010	Westlaw	Feb	\$17.17
3/3/2010	Glotrans	5 x 18	\$90.00
3/3/2010	Courtcall		\$45.00
3/8/2010	Parking	court	\$9.35
3/10/2010	Ginger Welker	transcript	\$125.00
3/15/2010	Courtcall		\$45.00
3/23/2010	Court of App	writ	\$655.00
3/23/2010	DDS	LASC filing	\$17.90
3/23/2010	DDS	court of app filing	\$98.06
3/26/2010	DDS	court of app filing	\$131.15
3/26/2010	Fedex	rowena walker	\$16.93
3/30/2010	Glotrans	7 x 18	\$126.00
3/30/2010	Charle Kuhn	hearing transcript	\$50.00
4/1/2010	Westlaw	March	\$31.60
4/20/2010	Courtcall		\$45.00
4/29/2010	Glotrans		\$36.00
4/30/2010	Myriad	writ copies	\$214.23
5/5/2010	Glotrans		\$18.00
6/2/2010	Courtcall		\$50.00
6/4/2010	Glotrans		\$36.00
6/8/2010	Glotrans	18 x 2	\$36.00
7/1/2010	Westlaw	June	\$91.37
7/13/2010	Courtcall		\$65.00
7/20/2010	Courtcall		\$65.00
7/27/2010	Glotrans	9x 18 July	\$162.00

8/24/2010	Southwest	air -- Sacto mediation	\$101.92
8/24/2010	Burbank	parking	\$20.00
8/31/2010	Glotrans		\$18.00
9/1/2010	Westlaw	August	\$49.91
10/1/2010	Westlaw	Sept	\$12.60
10/19/2010	Parking dep		\$6.75
11/1/2010	Westlaw	Oct	\$8.15
11/15/2010	Parking dep		\$6.75
11/15/2010	Glotrans		\$18.00
11/16/2010	Parking dep		\$6.75
11/30/2010	Glotrans		\$18.00
12/1/2010	Westlaw	November	\$149.51
12/15/2010	Parking	cash LASC	\$20.00
12/20/2010	Glotrans		\$18.00
12/30/2010	Glotrans	3x	\$54.00
1/1/2011	Westlaw	December	\$139.93
1/4/2011	Parking	trial	\$20.00
1/6/2011	Parking	trial	\$20.00
1/6/2011	lunch	joyce	\$45.09
1/6/2011	Myriad	334231 AV expert report	\$373.05
1/12/2011	Veritext	Joe S transcript	\$497.15
1/13/2011	Veritext	Joe S transcript	\$515.45
1/20/2011	Rental Car	Joe S	\$44.21
1/20/2011	Meals	Oakland / Joe S	\$30.70
1/20/2011	Southwest	Joe S	\$347.40
1/20/2011		76 gas	\$7.28
1/20/2011	Parking	Joe S. depo building	\$10.00
1/20/2011	Parking	burbank airport	\$20.00
1/25/2011	Southwest	Joe S #2	\$331.40
1/25/2011	Parking	burbank airport	\$20.00
1/25/2011	Parking	Ygnacio center	\$7.00
1/25/2011	Fox Rental Car	Joe S	\$100.59
1/27/2011	Veritext	Joe S	\$427.00
1/31/2011	parking		\$20.00
2/1/2011	Parking		\$20.00
2/2/2011	Parking		\$20.00
2/3/2011	Parking		\$20.00
2/10/2011	Parking		\$20.00
2/14/2011	Parking		\$16.00
2/15/2011	parking		\$16.00
2/16/2011	Parking		\$16.00
2/14/2011	Glotrans		\$18.00
2/17/2011	Parking		\$16.00
2/19/2011	Lebeau Thelen	AV trial report bill 1	\$216.86
2/23/2011	Parking		\$9.00
2/24/2011	Parking		\$12.00
3/14/2011	Parking		\$16.00
3/15/2011	Glotrans		\$18.00
3/15/2011	Parking		\$16.00
3/16/2011	Parking		\$16.00
3/22/2011	Parking		\$16.00
3/23/2011	Parking		\$16.00

3/24/2011	Parking		\$5.00
3/28/2011	parking		\$16.00
3/30/2011	Lebeau Thelen	AV trial reporter bill 2 + 3	\$486.85
4/13/2011	Parking	trial	\$16.00
4/25/2011	Glotrans		\$18.00
5/1/2011	Westlaw	April	\$2.49
5/9/2011	Elite Atty Svc	398	\$30.00
6/2/2011	Courtcall		\$110.00
6/15/2011	Glotrans		\$18.00
6/21/2011	Glotrans		\$18.00
6/1/2011	Westlaw	June	\$15.48
7/6/2011	Courtcall		\$78.00
7/11/2011	Parking		\$8.00
7/12/2011	Glotrans		\$18.00
8/10/2011	Ginger Welker CSR	hearnig transcript x2	\$73.00
8/24/2011	Glotrans		\$19.00
8/30/2011	Parking		\$8.00
8/31/2011	taxi	Robie	\$35.00
8/31/2011	Southwest Air	Robie mediation 8/31	\$352.40
8/31/2011	Parking	Burbank Airport Robie	\$21.00
9/1/2011	Westlaw	August	\$55.96
10/5/2011	Glotrans		\$19.00
10/3/2011	Courtcall		\$78.00
11/1/2011	Westlaw	Oct-11	\$7.55
11/12/2011	Paula Renteria CSR	hearing transcript	\$10.00
11/11/2011	Glotrans		\$19.00
11/15/2011	Parking		\$8.00
12/1/2011	Westlaw		\$1.39
12/9/2011	glotrans		\$19.00
1/17/2012	Ginger Welker	hearing transcript	\$99.00
1/19/2012	Glotrans		\$19.00
2/9/2012	Glotrans		\$19.00
2/14/2012	parking	hearing	\$8.00
3/30/2012	lunch		\$26.02
4/1/2012	Westlaw		\$39.22
4/12/2012	Glotrans		\$19.00
4/17/2012	parking	court	\$8.00
4/27/2012	Glotrans		\$19.00
5/1/2012	Westlaw	April	\$78.44
5/20/2012	Lynne Franko	reporter	\$45.00
6/6/2012	Courtcall	6/19 status call	\$78.00
6/6/2012	Glotrans		\$19.00
6/12/2012	Glotrans		\$19.00
6/14/2012	Glotrans		\$38.00
6/24/2012	Sandy Geco	transcript March 2012	\$112.50
7/1/2012	Glotrans		\$19.00
7/1/2012	Westlaw	June	\$80.63
7/6/2012	Glotrans		\$19.00
7/6/2012	parking	trial setting / expert	\$15.00
7/11/2012	Glotrans		\$19.00
8/1/2012	Westlaw	July	\$47.06
10/12/2012	parking	trial setting / expert	\$20.00

10/15/2012	CCROLA	reporter 10/15	\$250.00
10/8/2012	Glotrans		\$21.00
11/8/2012	Glotrans		\$42.00
11/16/2012	Glotrans		\$21.00
11/5/2012	Parking	court	\$8.00
11/9/2012	parking	court	\$15.00
11/19/2012	Glotrans		\$21.00
11/20/2012	Glotrans		\$42.00
11/26/2012	Glotrans		\$21.00
11/29/2012		Sacto to Robie	\$40.00
11/29/2012	taxi	robie to Sacto	\$40.00
11/29/2012	dinner	Sacto stranded	\$41.55
11/30/2012	parking	Burbank air -- Robie	\$42.00
11/28/2012	Glotrans		\$21.00
12/7/2012	Glotrans		\$21.00
12/14/2012	Glotrans		\$21.00
12/18/2012	Glotrans		\$42.00
12/18/2012	Courtcall		\$78.00
1/1/2013	Westlaw	Dec	\$57.14
1/4/2013	courtcall		\$78.00
1/4/2013	Glotrans		\$42.00
1/10/2013	courtcall		\$78.00
1/10/2013	Veritext	depo transcript	\$441.21
1/10/2013	Veritext	depo transcript	\$230.00
1/10/2013	Glotrans		\$42.00
1/17/2013	Glotrans		\$105.00
1/24/2013	Glotrans		\$21.00
2/13/2013	Glotrans		\$21.00
2/25/2013	Courtcall		\$78.00
2/25/2013	Courtcall		\$78.00
2/25/2013	Glotrans		\$42.00
2/28/2013	Excelsior	copying	\$826.08
3/11/2013	Glotrans		\$21.00
3/26/2013	Glotrans		\$21.00
3/25/2013	parking	AV OSC CCW	\$12.00
3/26/2013	Courtcall		\$78.00
4/1/2013	Glotrans		\$21.00
4/1/2013	Westlaw	March	\$237.74
4/5/2013	Glotrans		\$42.00
4/8/2013	parking	Lamoreux depo	\$16.00
4/12/2013	Parking	Ariki depo	\$16.00
4/20/2013	Glotrans		\$21.00
4/22/2013	Courtcall		\$78.00
4/22/2013	Glotrans		\$21.00
4/29/2013	USPS	postage	\$92.00
4/29/2013	Glotrans		\$21.00
5/1/2013	Westlaw	April	\$147.00
5/6/2013	Glotrans		\$42.00
5/6/2013	Courtcall		\$78.00
5/16/2013	Glotrans		\$21.00
5/16/2013	USPS	postage	\$106.20
5/16/2013	Courtcall		\$78.00

5/22/2013	Veritext		1758250	\$1,566.25
5/23/2013	Veritext		1758292	\$3,250.00
5/24/2013	parking	airport		\$14.92
5/24/2013	cab	San Jose		\$20.00
5/24/2013	air fare	San Jose		
5/23/2013	Glotrans			\$63.00
5/24/2013	Veritext		1751599	421.71
5/24/2013	Veritext		1751668	\$230.18
5/24/2013	Veritext		1751714	\$279.16
5/24/2013	Veritext		1751688	\$753.33
5/24/2013	Veritext		1759497	\$181.41
5/24/2013	Veritext		1759526	\$228.93
5/24/2013	Veritext		1759516	\$292.60
5/24/2013	Veritext		1759414	\$325.81
5/24/2013	Veritext		1759461	\$42.34
5/24/2013	Veritext		1759503	\$214.60
5/24/2013	Veritext		1759543	\$185.15
5/24/2013	Veritext		1759590	\$367.05
5/24/2013	Veritext		1759607	\$226.04
5/24/2013	Veritext		1759640	\$258.13
5/24/2013	Veritext		1759677	\$155.31
5/25/2013	Veritext		1760831	\$108.73
5/28/2013	parking			\$5.00
5/28/2013	parking	trial		\$8.00
5/29/2013	parking	trial		\$8.00
5/29/2013	Veritext		1765258	\$214.84
5/29/2013	Veritext		1763555	\$248.33
5/29/2013	Veritext		1763717	\$246.76
5/30/2013	parking	trial		\$8.00
5/31/2013	Veritext		1761954	\$210.98
5/31/2013	Veritext		1762287	\$225.00
5/31/2013	Veritext		1762286	\$225.00
6/1/2013	Westlaw	May		\$187.15
6/5/2013	glotrans			\$21.00
6/7/2013	Glotrans			\$21.00
6/10/2013	glotrans			\$42.00
6/12/2013	Scandigital	copying		\$139.96
6/13/2013	USPS	postage		\$92.00
6/18/2013	postage			\$75.00
6/19/2013	glotrans			\$21.00
6/24/2013	Fedex	copying		\$98.23
6/24/2013	USPS	postage		\$92.00
6/24/2013	Fedex	copying		\$26.16
6/24/2013	Fedex	copying		\$104.12
6/25/2013	courtcall	Thompson		\$108.00
6/26/2013	courtcall	mdm		\$78.00
6/27/2013	glotrans			\$63.00
6/27/2013	parking			\$20.00
6/28/2013	glotrans			\$21.00
6/28/2013	US	postage		\$75.00
7/1/2013	Westlaw	june		\$279.24
7/2/2013	Elite Atty Svc		736	\$20.00

7/4/2013	glotrans		\$21.00
7/8/2013	courtcall		\$78.00
7/12/2013	parking		\$20.00
7/11/2013	glotrans		\$21.00
7/15/2013	glotrans		\$21.00
7/23/2013	Elite Atty Svc	779	\$70.00
7/24/2013	USPS	postage	\$18.40
8/1/2013	Westlaw	july	\$247.10
8/12/2013	USPS	postage	\$46.00
8/13/2013	USPS	postage	\$75.00
8/15/2013	Mileage	157 miles @ .565 (Fairmont)	\$88.70
8/22/2013	Mileage	157 miles @ .565 (Fairmont)	\$88.70
8/26/2013	USPS	postage	\$77.36
8/29/2013	glotrans		\$21.00
9/1/2013	Westlaw	august	\$192.58
9/3/2013	Elite Atty Svc	806	\$20.00
9/6/2013	parking	court	\$20.00
9/9/2013	Courtcall	9/13/13 hearing	\$86.00
9/6/2013	Glotrans		\$42.00
9/9/2013	Glotrans		\$42.00
9/11/2013	Glotrans		\$21.00
9/16/2013	Glotrans		\$21.00
9/23/2013	Dropbox	cloud file for AV	\$199.00
9/25/2013	Glotrans		\$21.00
9/30/2012	Glotrans		\$21.00
10/1/2013	Westlaw	September	\$41.93
10/6/2013	Glotrans		\$42.00
10/7/2013	courtcall	October	\$86.00
10/7/2013	Glotrans	6 x 21	\$126.00
10/8/2013	glotrans		\$21.00
10/9/2013	Southwest Air	San Jose hearing 10/25/13	\$187.80
10/10/2013	glotrans		\$21.00
10/15/2013	Parking	court	\$10.00
10/17/2013	glotrans		\$84.00
10/18/2014	glotrans		\$21.00
10/22/2013	Janet Epstein CSR	10/16/13 transcript	\$123.00
10/24/2013	glotrans		\$105.00
10/25/2013	Southwest Air		\$162.00
10/25/2013	Parking	LAX Parking	\$21.27
10/25/2013	Yellow Cab	San Jose	\$22.13
10/25/2013	lunch	San Jose	\$24.41
10/28/2013	Stephanie Estes CSR	10/21/13 transcript	\$167.40
10/30/2013	glotrans		\$21.00
11/1/2013	Westlaw	October	\$126.16
11/5/2013	AV Press	class notice	\$435.60
11/15/2013	Glotrans		\$42.00
11/18/2013	glotrans		\$63.00
11/22/2013	Southwest	12/10/13 hearing	\$140.80
11/22/2013	Parking	Bunn	\$10.00
11/25/2013	glotrans		\$42.00
11/25/2013	courtcall	11/26/13 hearing	\$86.00
11/27/2013	Southwest	12/4/2014	\$326.80

11/27/2013	glotrans		\$21.00
12/1/2013	Westlaw	November	\$123.50
12/2/2013	glotrans		\$21.00
12/3/2013	glotrans		\$42.00
12/4/2013	glotrans		\$21.00
12/4/2013	Hotel	12/10/13 hearing	\$165.72
12/9/2013	Chani Ludwig CSR	9/6/13 transcript	\$10.00
12/11/2013	Parking	LAX	\$21.27
12/11/2013	cab	San Jose	\$35.00
1/1/2013	glotrans		\$42.00
1/1/2014	Westlaw	december	\$102.36
1/2/2014	glotrans		\$21.00
1/3/2014	glotrans		\$42.00
1/6/2014	Parking		\$12.00
1/6/2014	glotrans		\$84.00
1/6/2014	CalWest Atty Svc	6680	\$50.00
1/9/2014	glotrans		\$21.00
1/14/2014	courtcall	1/15/14 hearing	\$86.00
1/14/2014	glotrans		\$21.00
1/16/2014	Parking	williams depo	\$37.50
1/16/2014	Dennis Williams	expert fee	\$1,625.00
1/21/2014	glotrans		\$21.00
1/24/2014	glotrans		\$21.00
1/24/2014	Janet Epstein CSR	1/7/14 hearing	\$112.50
1/27/2014	courtcall		\$116.00
1/27/2014	Glotrans		\$21.00
1/28/2014	courtcall	1/30/14 hearing	\$86.00
1/29/2014	Glotrans		\$21.00
2/1/2014	Westlaw	january	\$130.66
2/1/2014	Veritext	1955790	\$410.80
2/1/2014	Veritext	1955798	\$287.20
2/1/2014	Veritext	1955814	\$936.15
2/1/2014	Veritext	1955828	\$561.05
2/1/2014	Veritext	1955848	\$738.25
2/1/2014	Veritext	1955860	\$853.30
2/1/2014	Veritext	1955871	\$583.75
2/1/2014	Veritext	1955960	\$428.25
2/1/2014	Veritext	1955968	\$338.65
2/1/2014	Veritext	1955977	\$400.00
2/1/2014	Veritext	1955984	\$424.60
2/1/2014	Veritext	1956002	\$614.95
2/1/2014	Veritext	1956004	\$1,613.60
2/1/2014	glotrans		\$21.00
2/6/2014	Veritext	1958630	\$291.65
2/10/2014	Parking		\$12.00
2/11/2014	Parking		\$12.00
2/14/2014	Glotrans		\$21.00
2/18/2014	Parking		\$12.00
2/19/2014	Parking		\$12.00
2/20/2014	Parking		\$12.00
2/21/2014	Parking		\$12.00
2/24/2014	Parking		\$12.00

3/1/2014	Westlaw	February		\$65.33
3/5/2014	courtcall	3/6/14 hearing		\$86.00
3/5/2014	Glotrans			\$42.00
3/7/2014	Southwest	San Jose 4/7		\$126.50
3/12/2014	Parking	settlement conf		\$40.00
3/13/2014	Parking			\$9.00
3/18/2014	courtcall	3/21/14 hearing		\$86.00
3/18/2014	Parking			\$9.00
3/19/2014	Glotrans	ex parte		\$42.00
3/20/2014	glotrans			\$21.00
3/21/2014	courtcall	4/1/14 hearing		\$86.00
3/28/2014	Glotrans			\$63.00
3/29/2014	Veritext		1999132	\$385.00
3/31/2014	Parking			\$6.00
4/1/2014	Westlaw	March		\$88.22
4/1/2014	courtcall	4/7/14 hearing		\$86.00
4/5/2014	CalWest Atty Svc		7234	\$77.50
4/3/2014	Parking	settlement		\$8.00
4/10/2014	Parking	settlement conf		\$39.15
5/1/2014	Westlaw	April		\$32.67
5/13/2014	Courtcall	5/23/14 hearing		\$86.00
6/1/2014	Westlaw	May		\$34.37
6/11/2014	Courtcall	7/11/14 hearaing		\$86.00
7/30/2014	Parking	settlement mtg		\$9.00
8/1/2014	westlaw	July		\$242.66
8/8/2014	Glotrans			\$63.00
8/11/2014	Parking	Mosk		\$20.00
8/11/2014	Lunch Meeting			\$17.45
8/11/2014	Glotrans			\$63.00
8/12/2014	Courtcall	8/15/14 hearing		\$86.00
8/12/2014	Parking	settlement mtg		\$20.00
8/14/2014	Glotrans			\$21.00
8/15/2014	Courtcall	8/29/2014 hearing		\$86.00
8/21/2014	Glotrans			\$21.00
8/25/2014	Glotrans			\$21.00
9/1/2014	Westlaw	august		\$66.16
9/2/2014	courtcall	9/5/14 hearing		\$86.00
9/3/2014	Glotrans			\$21.00
9/4/2014	glotrans			\$42.00
9/19/2014	glotrans			\$21.00
9/25/2014	glotrans			\$42.00
10/2/2014	courtcall			\$86.00
10/1/2014	Westlaw	September		\$56.53
10/8/2014	courtcall			\$86.00
11/1/2014	Westlaw	October		\$56.53
11/4/2014	Parking	Court		\$20.00
11/12/2014	Jeanette Coyle	11/4/14 transcript		\$66.00
11/21/2014	LASC	online record fee		\$7.50
12/19/2014	courtcall		7-Jan-15	\$86.00
1/1/2015	Westlaw	December		\$3.93
1/6/2015	Glotrans			\$42.00
1/8/2015	Glotrans			\$21.00

1/9/2015	Southwest Airlines	San Jose Jan. 22	\$152.20
1/15/2015	Glotrans		\$42.00
1/16/2015	Glotrans		\$21.00
1/19/2015	Glotrans		\$21.00
1/20/2015	Glotrans		\$21.00
1/21/2015	Glotrans		\$21.00
1/22/2015	Parking	LAX -- San Jose	\$22.81
1/22/2015	Taxi	SJC to Court (one way)	\$20.16
1/27/2015	Deanne Helgesen CSR	1/22/15 transcript	\$60.00
2/1/2015	Sharefile	FTP expert / clients - Jan	\$125.00
2/1/2015	Westlaw	1-Jan-15	\$364.30
2/2/2015	Courtcall		\$86.00
2/5/2015	LASC	filing fees ex partes	\$120.00
2/26/2015	Glotrans		\$21.00
3/1/2015	Sharefile	FTP expert / clients - Feb	\$125.00
3/1/2015	Westlaw	February	\$17.05
3/4/2015	Glotrans		\$42.00
3/13/2015	Glotrans		\$42.00
3/14/2015	LASC	filing fee prelim approval	\$60.00
3/19/2015	Glotrans		\$21.00
3/23/2015	parking	BBK meeting	\$9.00
3/26/2015	parking court		\$20.00
4/1/2015	Westlaw	March	\$420.68
4/1/2015	Sharefile	FTP expert / clients -March	\$125.00
4/1/2015	Glotrans		\$21.00
4/6/2015	Calwest	#9482	\$114.00
4/9/2015	Courtcall	10-Apr-15	\$86.00
4/9/2015	AV Press	class notice	\$405.90
4/13/2015	Courtcall	4-May-15	\$86.00
4/24/2015	Glotrans		\$21.00
4/25/2015	Glotrans		\$21.00
5/1/2015	Sharefile	FTP expert / clients - April	\$125.00
5/1/2015	Westlaw	April	\$784.35
5/6/2015	Courtcall	15-May-15	\$86.00
5/13/2015	LASC	internet download fees 4408	\$12.75
5/19/2015	courtcall	15-Jun-15	\$86.00
6/1/2015	Sharefile	FTP expert / clients - May	\$125.00
6/1/2015	Westlaw	May	\$180.42
6/4/2015	Glotrans		\$42.00
6/8/2015	Glotrans		\$21.00
6/11/2015	Glotrans		\$21.00
6/12/2015	Glotrans		\$21.00
6/17/2015	courtcall	10-Jul-15	\$86.00
6/19/2015	Clifford & Brown	phase 4 transcripts	\$ 144.50
7/1/2015	Sharefile	FTP expert / clients - June	\$125.00
7/1/2015	Westlaw	June	\$389.20
7/9/2015	Glotrans		\$105.00
7/11/2015	Glotrans		\$21.00
7/15/2015	Courtcall	ex parte July 16	\$86.00
7/16/2015	filing fee	Check 3079	\$60.00
7/19/2015	Southwest Air	San Jose 8/25/15	\$220.00
7/21/2015	Parking BBK	Williams meeting	\$39.15

7/27/2015	Glotrans		\$63.00
7/27/2015	Parking	Thompson depo	\$4.50
7/27/2015	Mileage	Thompson - 236 x .575	\$135.70
7/28/2015	Glotrans		\$21.00
7/29/2015	Personal Ct Reporters	Thompson depo transcript	\$453.65
7/28/2015	Excelsior Digital	Thompson report binders - Trial	\$2,685.00
8/1/2015	CalWest	#2703	\$270.00
8/1/2015	Westlaw	July	\$189.90
8/1/2015	Sharefile	FTP expert / clients - July	\$125.00
8/3/2015	Parking	Prove up trial day 1	\$20.00
8/3/2015	Lunch	Oleary/McLachlan	\$36.52
8/4/2015	Parking	Prove up trial day 2	\$20.00
8/5/2015	Excelsior Digital	Thompson report trial binders	\$2,685.90
8/20/2015	Courtcall	26-Aug-15	\$86.00
8/20/2015	Courtcall	27-Aug-15	\$86.00
8/25/2015	taxi	SJO to court	\$22.32
8/25/2015	Uber	court to airport, San Jose	\$13.73
8/25/2015	parking LAX		\$18.04
8/26/2015	Courtcall	refund - August 26	-\$86.00
8/26/2015	Courtcall	refund - August 27	-\$86.00
8/27/2015	Courtcall	Sept. 4	\$86.00
9/1/2015	Glotrans		\$42.00
9/1/2015	Sharefile	FTP expert / clients - Aug	\$125.00
9/4/2015	Glotrans		\$63.00
9/9/2015	Courtcall	Sept. 21	\$86.00
9/18/2015	Glotrans		\$21.00
9/28/2015	Parking	trial	\$20.00
9/29/2015	Parking	trial	\$20.00
9/30/2015	Parking	trial	\$20.00
10/1/2015	Parking	trial	\$20.00
10/1/2015	Lexis	September	\$197.16
10/1/2015	Parking	trial	\$20.00
10/1/2015	Sharefile	FTP expert / clients - Sept.	\$125.00
10/6/2015	Courtcall	Oct. 7	\$86.00
10/14/2015	Parking	trial	\$20.00
10/23/2015	Courtcall	Oct. 30	\$86.00
10/28/2015	Veritext	CA2461108	\$90.00
10/30/2015	Southwest	closing San Jose	\$402.97
11/1/2015	Sharefile	FTP expert / clients - Oct.	\$125.00
11/1/2015	Veritext	Tapia transcript	\$961.15
11/2/2015	Parking	meeting	\$8.00
11/3/2015	Embassy Suites	hotel 11/3 - San Jose	\$457.84
11/2/2015	Glotrans		\$63.00
11/3/2015	San Pedro	lunch, San Jose	\$14.00
11/3/2015	Joe's	dinner	\$37.79
11/4/2015	Lou's	lunch, San Jose	\$16.57
11/4/2015	Taxi LAX		\$29.56
11/6/2015	Courtcall	Nov. 10 hearing	\$86.00
11/9/2015	LASC	download fees -- Mosk	\$2.00
11/11/2015	LASC	minute order download	\$13.60
11/18/2015	Glotrans		\$42.00
11/23/2015	Filing fee	LASC - Check 3109	\$60.00

11/23/2015	Heather Gorley CSR	closing transcripts		\$387.00
12/1/2015	Veritext	August 3 trial		\$233.30
12/1/2015	Veritext	August 4 trial		\$108.84
12/1/2015	Veritext	Sept. 28 trial		\$239.76
12/1/2015	Veritext	Sept. 29 trial		\$270.21
12/1/2015	Veritext	Sept. 30 trial		\$162.23
12/1/2015	Veritext	Oct 1 trial		\$113.03
12/1/2015	Veritext	Oct 2 trial		\$200.78
12/1/2015	Sharefile	FTP expert / clients - Nov.		\$125.00
12/1/2015	LASC	download fees -- Mos		\$9.80
12/1/2015	Lexis	November		\$275.67
12/6/2015	Glotrans			\$21.00
12/4/2015	Glotrans			\$21.00
12/9/2015	LASC	file download fees		\$67.60
12/10/2015	Glotrans			\$42.00
12/17/2015	Glotrans			\$21.00
12/18/2015	Glotrans			\$21.00
12/21/2015	Glotrans			\$63.00
12/23/2015	parking	LASC		\$20.00
12/28/2015	Glotrans			\$21.00
12/30/2015	Glotrans			\$63.00
12/31/2015	courtcall		8-Jan-16	\$86.00
1/1/2016	Veritext	Oct. 14 Trial		\$518.00
1/1/2016	Lexis	December		\$100.30
1/1/2016	Veritext	Oct. 15 Trial		\$227.15
1/1/2016	Sharefile	FTP expert/ clients - Dec		\$125.00
1/15/2016	Glotrans			\$21.00
1/19/2016	Glotrans	ex parte		\$24.00
1/19/2016	LASC	filing fees ex parte		\$60.00
1/20/2016	Courtcall	ex parte Jan 21		\$86.00
1/20/2016	Courtcall		1-Feb-16	\$86.00
1/20/2016	Glotrans	reply ex parte		\$24.00
1/21/2016	Glotrans	fife letter		\$24.00
1/21/2016	Mileage	Lancaster 172 x .54		\$92.88
1/22/2016	Glotrans	depo notice 2		\$24.00
1/22/2016	Glotrans	stip		\$24.00
1/27/2016	LASC	filing fee on fee motion		\$60.00
1/27/2016	Glotrans			\$144.00
1/27/2016	Veritext	Ritter depo transcript (estimated)		\$600.00
	in house postage	[off postage meter only]		\$631.79
	in house copy	28,166 at .15		\$4,224.90
		total MM Costs		\$85,858.86
		Payment - PWD		\$ (12,170.00)
		Payment - Rosamond CSD		\$ (2,276.60)
		Payment - Phelan		\$ (742.56)
		AV Press Reimbursement (2013)		\$ (435.60)
				\$70,234.10

Exhibit 6

LAW OFFICES OF MICHAEL D. MCLACHLAN

A PROFESSIONAL CORPORATION

523 WEST SIXTH STREET, SUITE 215

LOS ANGELES, CA 90014

PHONE 213-630-2884 FAX 213-630-2886

E-MAIL mike@mclachlanlaw.com

May 14, 2008

VIA U.S. MAIL & E-FILING

Hon. Jack Komar
Santa Clara County Superior Court
Department D-17
161 N. First Street
San Jose, CA 95113

**Re: *Antelope Valley Groundwater Litigation*
Case No.: 1-05-CV-049053**

Dear. Judge Komar:

This letter pertains to the further status conference in this matter set on May 22, at 9:00 a.m. in LASC, Department 1, and more specifically, my potential representation of a class we have loosely referred to as the "small pumper" class.

I write to address what I believe is a potential hurdle to the representation of this class, with the hope that it might be resolved at hearing next week. Last week I discussed this issue with Jeffrey Dunn, who I asked to discuss the matter with his colleagues in anticipation of this letter. If the water purveyors, or other interested parties wish to comment, it is my hope that they will do so now so that this matter can be fully addressed next week.

The proposed pumping class would consist of at least 7,500 members, according to Mr. Dunn. I have heard higher estimates, but even using 7,500, this is a rather sizeable group of people (and entities) with collectively and individually large stakes in this litigation. As the Court has recognized, these people as a group have interests that are at odds with the interests of other groups of stakeholders in this litigation.

I am informed that the primary vehicle for the conduct of this adjudication will be a rather sizeable report soon to be issued by a group of engineers and water experts, many or all of whom will ultimately testify in this case on behalf of their clients. I also understand that much or all of the information in this report has been assembled by a Technical

Committee comprised of a number of these experts. While there are apparently some landowner interests on this Committee, this group appears to be largely dominated by the water companies, and a few large landowners (including the Federal Government). These larger stakeholders obviously have the financial means to undertake such costly and complex analysis, and by virtue of that, are in control of this process.

I have serious reservations about representing this group of pumpers relying solely on the expert analysis of this group experts retained by large stakeholders with differing interests. My concern is born in large part from my years of experience in complex groundwater litigation. While the underlying data in such cases is generally fixed, the actual expert analysis is general subject to substantial subjective components that can vary significantly based on assumptions. It is no secret that experts have, from time to time, been known to angle their subjective decisions in a direction favoring the parties they represent.

I believe the interests of the small pumpers would be best served with an independent expert, and that the appearance of fairness in this adjudication would be enhanced through the appointment of such an expert under Evidence Code section 730, which provides in relevant part:

When it appears to the court, at any time before or during the trial of an action, that expert evidence is or may be required by the court or by any party to the action, the court on its own motion or on motion of any party may appoint one or more experts to investigate, to render a report as may be ordered by the court, and to testify as an expert at the trial of the action relative to the fact or matter as to which the expert evidence is or may be required. The court may fix the compensation for these services, if any, rendered by any person appointed under this section, in addition to any service as a witness, at the amount as seems reasonable to the court.

(See also Witkin, Cal. Evidence 4th, Opinion Evidence § 81.)

I propose that the Court appoint an expert to represent the interests of this group. Such an expert would not be commissioned to re-invent the wheel, but would instead undertake a satisfactory analysis of the work done to date. I have contacted Stetson Engineers, a reputable and qualified firm in this field, and they are willing to serve in this role. While the numbers are very rough, they estimate generally a cost of \$100,000-150,000 for the initial workup (year 1), and then considerably smaller costs if the case were to continue for successive years. If necessary, Stetson could assemble a more detailed proposal, but for the time being, I would suggest an order that simply caps the total costs on an annual basis.

Hon. Jack Komar
May 14, 2008
Page 3

Under section 731, the Court may apportion the costs for such an expert to those parties it deems proper. In this case, I suggest that the costs of such an expert should be born by the public water supplier entities, as this is a matter of general public benefit.

While my office is will to venture legal time and standard costs on a contingency basis, I will not assume the burden of paying for this expert. In the event the water companies are inclined to object to this proposal, I offer a back of envelope estimate of the costs of proceeding in the alternative, i.e. having to individually name and serve these parties. Using 7,500 as the number of small pumpers, and conservative cost of \$100 to identify and serve each pumper, a court order requiring the service off all these parties would cost at least \$750,000, and quite likely much more. So I suggest that it is more economical to proceed with a class action and an expert than in the alternative.

Finally, I have interviewed Mr. Richard Wood, the proposed class representative for this class (see letter to the Court, April 22, 2008, Docket #1286). I believe Mr. Wood will serve as a more than capable representative for the vast majority if not all of members of this class (reserving of course the possibility that some small number of members of this yet-to-be-defined class may have interests not fully in line with his). He understands the obligations of that role, and is willing to serve as representative. So, if we can resolve the concerns raised above, I believe the proposed class makes sense and can proceed.

If any of the attorneys for the interested parties would like to discuss this matter with me, please feel free to call me.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'MDM', followed by a long horizontal flourish line extending to the right.

Michael D. McLachlan

Exhibit 7

1 LOS ANGELES, CA; TUESDAY, DECEMBER 18, 2007; 9:00 A.M.

2 DEPARTMENT NO. 1 HON. JACK KOMAR, JUDGE

3 CASE NO.: SANTA CLARA CASE NO. 1-05-CV-049053

4 CASE NAME: ANTELOPE VALLEY GROUNDWATER CASES

5 APPEARANCES: (AS NOTED ON TITLE PAGE)

6

7 (CHARLOTTE NICHOLAS MOHAMED, CSR #2384)

8 ---0---

9 THE COURT: GOOD MORNING.

10 IN THE ANTELOPE VALLEY MATTERS, THIS IS THE TIME
11 SET FOR HEARING ON THE MOTION TO AMEND AND TO CERTIFY A CLASS.
12 IT IS ALSO HERE FOR A STATUS CONFERENCE AND A CASE MANAGEMENT
13 CONFERENCE.

14 I THINK WE HAVE A LARGE NUMBER OF PEOPLE ON THE
15 TELEPHONE, AND SEVERAL COUNSEL ARE HERE. I THINK WHAT WE WILL
16 DO FIRST IS GET APPEARANCES FROM THOSE WHO ARE HERE. AND I'D
17 REMIND EACH OF YOU WHO ARE HERE AND ON THE TELEPHONE, WHEN YOU
18 SPEAK, PLEASE IDENTIFY YOURSELF EACH TIME FOR THE BENEFIT OF
19 THE COURT REPORTER.

20 ALL RIGHT. SO LET'S HAVE COUNSEL WHO ARE
21 PRESENT.

22 MR. DOUGHERTY: GOOD MORNING, YOUR HONOR.

23 ROBERT DOUGHERTY FOR ANTELOPE VALLEY UNITED
24 MUTUAL GROUP.

25 MR. WEINSTOCK: GOOD MORNING, YOUR HONOR.

26 HENRY WEINSTOCK FOR TEJON RANCH.

27 MR. LEMIEUX: GOOD MORNING, YOUR HONOR.

28 WAYNE LEMIEUX, SPECIAL APPEARANCE FOR THE

1 ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATES.

2 MY SON KEITH WILL BE HERE IN A MOMENT. HE IS IN
3 ANOTHER DEPARTMENT APPEARING ON BEHALF OF LITTLE ROCK CREEK
4 IRRIGATION DISTRICT AND SEVERAL OTHERS FOR WHICH HE HAS
5 APPEARED IN THE PAST.

6 MR. EVERTZ: GOOD MORNING, YOUR HONOR.

7 DOUG EVERTZ FOR THE CITY OF LANCASTER.

8 MS. GOLDSMITH: GOOD MORNING, YOUR HONOR.

9 JANET GOLDSMITH FOR THE CITY OF LOS ANGELES.

10 MR. MARKMAN: GOOD MORNING, YOUR HONOR.

11 JAMES MARKMAN FOR THE CITY OF PALMDALE.

12 MR. BUNN: GOOD MORNING, YOUR HONOR.

13 THOMAS BUNN FOR PALMDALE WATER DISTRICT AND
14 QUARTZ HILL WATER DISTRICT.

15 MR. DAVIS: GOOD MORNING, YOUR HONOR.

16 MICHAEL DAVIS, MARLENE ALLEN-HAMMARLUND, AND TINA
17 BRISTER OF GRESHAM SAVAGE NOLAN AND TILDEN FOR SERVICE ROCK
18 PRODUCTS, FOR HEALY ENTERPRISES, AND FOR SHEEP CREEK WATER
19 COMPANY.

20 MR. TOOTLE: GOOD MORNING, YOUR HONOR.

21 JOHN TOOTLE FOR CALIFORNIA WATER SERVICE COMPANY.

22 MR. ZLOTNICK: GOOD MORNING, YOUR HONOR.

23 DAVID ZLOTNICK FOR PLAINTIFF WILLIS.

24 MR. BRUNICK: BILL BRUNICK FOR ANTELOPE VALLEY EAST KERN
25 WATER AGENCY.

26 MR. PFAEFFLE: GOOD MORNING.

27 FRED PFAEFFLE, L.A. COUNTY WATER WORKS DISTRICT
28 40.

1 MR. DUNN: GOOD MORNING, YOUR HONOR.

2 JEFFREY DUNN FOR L.A. COUNTY WATER WORKS DISTRICT
3 NUMBER 40 AND ROSAMOND COMMUNITY SERVICES DISTRICT.

4 MR. FIFE: GOOD MORNING, YOUR HONOR.

5 MICHAEL FIFE, ANTELOPE VALLEY GROUNDWATER
6 AGREEMENT ASSOCIATION.

7 THE COURT: ALL RIGHT. LET'S HAVE TELEPHONIC
8 APPEARANCES, PLEASE.

9 MR. CROW: GOOD MORNING, YOUR HONOR.

10 MICHAEL CROW FOR THE STATE OF CALIFORNIA.

11 MR. BLUM: GOOD MORNING, YOUR HONOR.

12 SHELDON BLUM ON BEHALF OF THE SHELDON R. BLUM
13 TRUST.

14 MR. KIEL: GOOD MORNING, YOUR HONOR.

15 PETER KIEL FOR [INTELLIGIBLE]

16 [SUBSEQUENT STATED TELEPHONE APPEARANCES UNINTELLIGIBLE]

17 THE COURT: OKAY. NOW I WANT EVERYBODY TO STOP FOR A
18 MOMENT. WE MISSED A COUPLE. ACCORDING TO THE REPORTER WE
19 MISSED ALOT OF YOU.

20 SO I'M GOING TO ASK TELEPHONIC TO START OVER
21 AGAIN, SPEAK SLOWLY, AND SPELL YOUR LAST NAME.

22 MR. CROW: MICHAEL CROW, C-R-O-W, FOR THE STATE OF
23 CALIFORNIA.

24 MR. BLUM: SHELDON BLUM FOR SHELDON R. BLUM TRUST,
25 B-L-U-M.

26 MR. KIEL: PETER KIEL, K-I-E-L, FOR COUNTY SANITATION
27 DISTRICTS.

28 MR. HERREMA: BRAD HERREMA, H-E-R-R-E-M-A, FOR ANTELOPE

1 VALLEY GROUNDWATER AGREEMENT ASSOCIATION.

2 MR. FATES: TED FATES, F-A-T-E-S, FOR DEL SUR RANCH LLC.

3 MR. LEININGER: THIS IS LEE LEININGER FOR THE UNITED
4 STATES, SPELLED L-E-I-N-I-N-G-E-R.

5 THE COURT: ALL RIGHT. ANY OTHERS?

6 MR. SANDERS: CHRIS SANDERS, S-A-N-D-E-R-S.

7 THE COURT: ALL RIGHT. ANY OTHERS ON THE TELEPHONE?

8 MR. ZIMMER: YES, YOUR HONOR.

9 RICHARD ZIMMER, Z-I-M-M-E-R, FOR BOLTHOUSE
10 PROPERTIES AND WILLIAM BOLTHOUSE FARMS.

11 MR. MELIN: AND, YOUR HONOR, THIS A FELIPE MELIN
12 REPRESENTING COPA DE ORO.

13 THE COURT: SPELL YOUR LAST NAME, COUNSEL.

14 MR. MELIN: M-E-L-I-N.

15 THE COURT: ANY OTHERS?

16 [NO AUDIBLE RESPONSE]

17 THE COURT: ALL RIGHT. WE HAVE SEVERAL MATTERS NOW TO
18 TALK ABOUT AND WE ARE GOING TO START WITH MR. ZLOTNICK,
19 REPRESENTING MISS WILLIS.

20 MR. ZLOTNICK: GOOD MORNING, YOUR HONOR..

21 THE COURT: GOOD MORNING.

22 I RECEIVED ESSENTIALLY A STATUS STATEMENT FROM
23 YOU BUT IT WAS NOT CLEAR TO ME WHAT YOU INTENDED TO DO.

24 MR. ZLOTNICK: YOUR HONOR, AS THE COURT IS AWARE, I
25 MEAN, AT THIS POINT, YOUR HONOR DID CERTIFY A CLASS AND MISS
26 WILLIS AS A REPRESENTATIVE FOR THE NON-PUMPING GROUP.

27 AT THIS POINT, DESPITE GOOD FAITH EFFORTS AND

28 OBVIOUSLY I HAD HOPED AND EXPECTED WE WOULD BE BEYOND THIS

1 STAGE BUT WE STILL DON'T HAVE EITHER A PROPOSED REPRESENTATIVE
2 OR DEFINITIVE AGREEMENT FROM COUNSEL TO REPRESENT THE GROUP OF
3 PUMPERS, SMALL PUMPERS.

4 SO I HAVE BEEN TALKING TO PEOPLE, WITHOUT TRYING
5 TO TWIST ARMS, TRYING TO USE MY PERSUASIVE EFFORTS, AND YET WE
6 HAVEN'T MADE ANY PROGRESS IN REALITY OR AT LEAST, YOU KNOW,
7 NONE THAT HAS REACHED THAT STAGE WHERE I CAN SAY THAT THERE
8 IS -- THAT WE HAVE A REPRESENTATIVE AND/OR COUNSEL.

9 SO ONE OF THE ISSUES -- AND THIS HAS BEEN A
10 STUMBLING BLOCK AND A CONCERN OF MR. MC LACHLAN WHO HAD
11 EARLIER INDICATED THAT HE WAS INTERESTED IN PROCEEDING AS
12 COUNSEL -- ONE OF THE ISSUES THAT HE HAS IS THAT HE HAS A
13 SMALL OFFICE AND IT IS HIS CONCERN THAT HE WOULD BE INUNDATED
14 WITH TELEPHONE CALLS FROM CLASS MEMBERS, AND THAT WOULD BE A
15 PROBLEM FOR HIM TO HANDLE THAT, GIVEN THE PRIOR EXPERIENCES
16 THAT HE HAS DEALING WITH SIMILAR TYPES OF CLASSES.

17 I'VE TRIED TO DISCUSS THAT WITH THEM AND COME UP
18 WITH WAYS THAT MIGHT AMELIORATE THAT PROBLEM. ONE
19 POSSIBILITY IS OBVIOUSLY IF WE WERE ABLE TO DEFER SENDING
20 NOTICE, FOR SOME PERIOD OF TIME AT LEAST, THAT WOULD OBVIOUSLY
21 ELIMINATE THAT CONCERN. HE WOULDN'T BE GETTING HUNDREDS OF,
22 WHATEVER, CALLS FROM PEOPLE. HE MAY GET A FEW BECAUSE OF
23 REPORTS FROM THE PRESS, BUT NOTHING VERY SIGNIFICANT.

24 I DID BROACH THAT IDEA WITH MR. DUNN WHO, WITHOUT
25 COMMITTING HIS CLIENT, CERTAINLY FELT THAT HIS CLIENT WOULD
26 RATHER SEND ONE NOTICE AT THE END, YOU KNOW, LATER ON IN THE
27 CASE, IF POSSIBLE, YOU KNOW, IN THE CONTEXT OF THE SETTLEMENT
28 RATHER THAN HAVE TO GO THROUGH THE EXPENSE TWICE. SO THAT IS

1 ONE POSSIBILITY.

2 I HAVE CALLS OUT THERE. SOMEBODY COULD CALL ME
3 TOMORROW AND SAY THEY ARE HAPPY TO STEP FORWARD. I'VE BEEN
4 SPEAKING TO PEOPLE AND ENCOUNTERED PEOPLE WHO INDICATED
5 INTEREST BEFORE, YOU KNOW, TURNS OUT HAVE ONE PROBLEM OR
6 ANOTHER WHEN PUSH COMES TO SHOVE.

7 SO I'M IN AN AWKWARD POSITION BECAUSE I'M NOT --
8 I CAN'T REPRESENT THEM. I AM REPRESENTING THE OTHER SUB
9 CLASS. AND I CAN'T EVEN PROMISE THEM AT THIS POINT WHO WOULD
10 BE REPRESENTING THEM.

11 SO IT HAS BEEN A FRUSTRATING PROCESS, AND I'M
12 SORRY BUT WE HAVE MADE NO REAL PROGRESS.

13 THE COURT: IN TERMS OF THE NON-PUMPING CLASS, AT THIS
14 POINT, AT THIS EARLY STAGE OF THESE PROCEEDINGS, IS THEIR
15 INTEREST DIFFERENT THAN THE SMALL PUMPER WHO MAY HAVE A WELL
16 IN THE BACKYARD OR ON THE ACRE OR TWO THAT IS OWNED BY THE
17 PARTY, SUCH THAT THERE IS A CONFLICT THAT WOULD PRECLUDE THIS
18 CASE PROCEEDING WITH THE CLASS CERTIFIED?

19 I'M LOOKING FOR A WAY TO MOVE THIS CASE ALONG TO
20 AVOID FURTHER DELAYS AND TO GET INTO SOME OF THE SUBSTANTIVE
21 ISSUES WHICH WE CANNOT DO --

22 MR. ZLOTNICK: RIGHT.

23 THE COURT: -- UNLESS THE COURT HAS JURISDICTION OVER
24 ALL THE PARTIES.

25 MR. ZLOTNICK: I UNDERSTAND, YOUR HONOR.

26 WELL, I WILL -- I MEAN, I THINK TO ANSWER YOUR
27 HONOR'S QUESTION, AT THIS STAGE I DON'T THINK THERE IS A
28 CONFLICT. I THINK WHEN YOU GET TO THE SELF-HELP ISSUE THEN

1 THERE IS A POTENTIAL CONFLICT YOU HAVE OF TRYING TO NEGOTIATE
2 A SETTLEMENT. IN THAT CONTEXT THERE IS A CONFLICT.

3 I THINK IF THERE WERE -- IF IT WERE STRUCTURED SO
4 THAT THERE WERE ONE CLASS AND MY OFFICE WAS APPOINTED AS LEAD
5 CLASS COUNSEL, AND THE CALLS WERE DIRECTED TO US, THAT
6 MR. MC LACHLAN WAS SORT OF SUB-CLASS COUNSEL FOR THE OTHER
7 PUMPING GROUP, THAT MIGHT BE ANOTHER WAY TO SOLVE THAT
8 PROBLEM. AND WE WOULD BE GETTING THE CALLS BUT DIRECT THE
9 CALLS FROM THE PUMPERS ONTO HIM TO THE EXTENT NECESSARY. I
10 MEAN, WE WOULD RESOLVE WHATEVER QUESTIONS WE COULD. SO THAT
11 MIGHT BE ANOTHER WAY TO SOLVE THE PROBLEM.

12 BECAUSE I DON'T THINK AT PRESENT, OTHER THAN THE
13 FACT OF IN THE SETTLEMENT CONTEXT -- AND QUITE FRANKLY, GIVEN
14 THE PRESENCE OF A NUMBER OF OTHER COUNSEL, VERY EXPERIENCED
15 AND CAPABLE COUNSEL -- MR. FIFE, MR. ZIMMER, MR. JOYCE --
16 REPRESENTING THE PUMPING GROUP, I'M NOT CONCERNED THAT THEIR
17 INTERESTS AS A GROUP ARE GOING TO GO UNREPRESENTED.

18 THE COURT: WELL, THE IMPORTANT OBLIGATION WE ALL HAVE
19 IS TO ENSURE THAT EVERY PARTY'S RIGHTS ARE PROTECTED AND THAT
20 DUE PROCESS IS PROVIDED TO THEM.

21 I WOULD BE INTERESTED IN HEARING FROM OTHER
22 COUNSEL CONCERNING THE SUGGESTION, THE QUESTION THAT I JUST
23 ASKED.

24 MR. DOUGHERTY: YOUR HONOR, ROBERT DOUGHERTY.

25 THE COURT: MR. DOUGHERTY, WHY DON'T YOU SPEAK BY
26 STEPPING UP TO THE PODIUM, PLEASE.

27 MR. DOUGHERTY: ROBERT DOUGHERTY.

28 YOUR HONOR, ON THE ISSUE OF THE POTENTIAL

Exhibit 8

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 DEPARTMENT NO. 1 HON. JACK KOMAR, JUDGE

4 COORDINATION PROCEEDING)
5 SPECIAL TITLE (RULE 1550B))
6 ANTELOPE VALLEY GROUNDWATER CASES) JUDICIAL COUNCIL
COORDINATION
NO. JCCP4408
7)
PALMDALE WATER DISTRICT AND) SANTA CLARA CASE NO.
8 QUARTZ HILL WATER DISTRICT,) 1-05-CV-049053
9 CROSS-COMPLAINANTS,)
10 VS.)
11 LOS ANGELES COUNTY WATERWORKS,)
DISTRICT NO. 40, ET AL,)
12 CROSS-DEFENDANTS.)
13)

14

15 REPORTER'S TRANSCRIPT OF PROCEEDINGS

16 FRIDAY, APRIL 24, 2009

17

18 APPEARANCES:

19 (SEE APPEARANCE PAGES)

20

21

22

23

24

25

26

27 GINGER WELKER, CSR #5585
OFFICIAL REPORTER

28

1 CASE NUMBER: JCCP4408

2 CASE NAME: ANTELOPE VALLEY GROUNDWATER

3 LOS ANGELES, CALIFORNIA, FRIDAY, APRIL 24, 2009

4 DEPARTMENT NO. 1 HON. JACK KOMAR

5 REPORTER GINGER WELKER, CSR #5585

6 TIME: 9:00 A.M.

7 APPEARANCES: (SEE TITLE PAGE)

8

9 THE COURT: ALL RIGHT. GOOD MORNING. THIS IS THE
10 ANTELOPE VALLEY CASES. FIRST THING WE WILL DO IS SEEK
11 APPEARANCES FOR ALL COUNSEL WHO INTEND TO APPEAR. AND
12 IF THERE IS ANY INDIVIDUAL WHO IS A PARTY TO THE LAWSUIT
13 AND REPRESENTING THEMSELVES, I WANT YOU TO STATE YOUR
14 APPEARANCES AS WELL.

15 MR. LEMIEUX: GOOD MORNING, YOUR HONOR, KEITH
16 LEMIEUX, L-E-M-I-E-U-X, FOR LITTLEROCK CREEK IRRIGATION
17 DISTRICT, ET AL.

18 MR. EVERTZ: DOUG EVERTZ FOR THE CITY OF
19 LANCASTER.

20 MR. MARKMAN: JAMES MARKMAN FOR THE CITY OF
21 PALMDALE.

22 MR. WEEKS: BRADLEY WEEKS FOR QUARTZ HILL WATER
23 DISTRICT.

24 MR. BUNN: THOMAS BUNN FOR PALMDALE WATER DISTRICT
25 AND QUARTZ HILL WATER DISTRICT.

26 MR. KUNEY: SCOTT KUNEY ON BEHALF OF VAN DAMN
27 PARTIES.

28 THE COURT: JUST A MINUTE. WE'LL TAKE ONE SIDE,

1 AND THEN WE'LL TAKE THE MIDDLE.

2 MR. MCLACHLAN: MICHAEL MCLACHLAN FOR THE WOOD
3 CLASS.

4 MR FIFE: MICHAEL FIFE FOR THE ANTELOPE
5 GROUNDWATER AGREEMENT ASSOCIATION.

6 MS. JONES: TAMMY JONES FOR NORTHROP GRUNMAN AND
7 ENEXCO CORP.

8 MR. JOYCE: BOB JOYCE ON BEHALF OF THE CRYSTAL
9 ORGANIC AND DIAMOND FARMING COMPANY.

10 THE COURT: STARTING ON THE --

11 MR. KALFAYAN: RALPH KALFAYAN ON BEHALF OF THE
12 WILLIS CASE.

13 MR. ZLOTNICK: DAVID ZLOTNICK ON BEHALF OF THE
14 WILLIS CLASS.

15 MR. LEININGER: LEE LEINENGER FOR THE UNITED
16 STATES.

17 MR. DUNN: JEFFREY DUNN ON BEHALF OF THE ROSAMOND
18 COMMUNITY SERVICES DISTRICT AND LOS ANGELES COUNTY
19 WATERWORKS DISTRICT NO. 40.

20 THE CLERK: YOUR HONOR, THERE ARE SEVERAL ON THE
21 PHONE.

22 THE COURT: ANYONE ELSE IN THE COURTROOM?

23 OKAY. WILL YOU CALL THE ROLL.

24 THE CLERK WILL CALL ROLL OF THOSE ON THE
25 TELEPHONE. IF YOU ARE PRESENT WHEN YOUR NAME IS CALLED,
26 PLEASE SO INDICATE.

27 THE CLERK: COUNSEL, I'LL TRY THIS AGAIN.

28 FIRST, REBECCA DAVIS-STEIN?

1 MS. DAVIS-STEIN: PRESENT FOR RANDALL BLAYNEY.

2 THE CLERK: MICHAEL CROW?

3 MR. CROW: MICHAEL CROW PRESENT FOR THE STATE OF
4 CALIFORNIA.

5 THE CLERK: STEPHEN SIPTROTH?

6 MR. SIPTROTH: PRESENT.

7 THE CLERK: BRADLEY HERREMA?

8 MR. HERREMA: BRADLEY HERREMA ON BEHALF OF THE
9 ANTELOPE VALLEY GROUNDWATER AGREEMENT ASSOCIATION.

10 THE CLERK: JOHN TOOTLE? CALIFORNIA WATER SERVICE
11 COMPANY, IS SOMEONE HERE PRESENT FOR THEM?

12 NO RESPONSE.

13 RICHARD ZIMMER?

14 MR. ZIMMER: RICHARD ZIMMER PRESENT FOR BOLTHOUSE.

15 THE CLERK: ROBERT DOUGHERTY?

16 MR. DOUGHERTY: PRESENT FOR AV UNITED GROUP.

17 THE CLERK: CHRISTOPHER SANDERS?

18 MR. SANDERS: PRESENT.

19 THE CLERK: MARLENE HAMMARLUND?

20 MS. HAMMARLUND: PRESENT.

21 THE CLERK: JAMES DUBOIS?

22 MR. DUBOIS: PRESENT.

23 THE CLERK: JEFF GREEN? NO RESPONSE.

24 JOHN UKKESTAD?

25 MR. UKKESTAD: PRESENT.

26 THE CLERK: JANET GOLDSMITH?

27 MS. GOLDSMITH: PRESENT.

28 THE CLERK: ROBERT KUHS?

1 MR. KUHS: PRESENT.

2 THE CLERK: SHELDON BLUM?

3 MR. BLUM: SHELDON BLUM PRESENT ON BEHALF OF BLUM
4 TRUST.

5 THE CLERK: MICHELLE MOORE?

6 MS. MOORE: PRESENT ON BEHALF OF US BORAX.

7 THE CLERK: TED CHESTER?

8 MR. CHESTER: PRESENT.

9 THE CLERK: BRIAN MARTIN?

10 MR. MARTIN: PRESENT.

11 THE CLERK: SUSAN TRAGER?

12 MS. TRAGER: SUSAN TRAGER ON BEHALF OF PHELAN
13 PINON HILLS COMMUNITY SERVICES DISTRICT.

14 THE CLERK: IS THERE ANYONE THAT I HAVE NOT CALLED
15 THE NAME OF THAT I DON'T HAVE LISTED? NO RESPONSE.

16 OKAY. THANK YOU.

17 THE COURT: THANK YOU. EACH COUNSEL IF YOU ARE TO
18 BE HEARD PLEASE BEGIN -- IDENTIFY YOURSELF AS YOU SPEAK.
19 LET'S TAKE UP THE MATTERS NOW. WE HAVE SEVERAL ISSUES
20 TO CONSIDER THIS MORNING.

21 THE FIRST ISSUE THAT I THINK WE SHOULD TALK
22 ABOUT IF THERE IS ANY ISSUE CONCERNING IT IS THERE WAS A
23 REQUEST BY THE WILLIS CLASS TO EXTEND THE OPT-OUT PERIOD
24 FROM MARCH 1 TO APRIL 1 WHICH HAS NOW EXPIRED.

25 IS THERE ANY OPPOSITION TO THAT REQUEST?

26 (NO RESPONSE) ALL RIGHT. THAT MOTION IS GRANTED.

27 THE SECOND ISSUE THAT I THINK I WOULD LIKE
28 TO TAKE UP IS THE APPLICATION FOR APPOINTMENT OF EXPERTS

1 BY BOTH WILLIS AND THE WOOD CLASS COUNSEL.

2 IS THERE FURTHER ARGUMENT TO BE HEARD?

3 MR. MCLACHLAN: WHERE WOULD YOU LIKE TO START?

4 THE COURT: YES, YOU ARE THE MOVING PARTY. IS

5 THERE ANYTHING ELSE THAT YOU WANT TO TELL ME THAT IS NOT

6 IN YOUR PAPERS?

7 MR. MCLACHLAN: NO, YOUR HONOR. I THINK I'LL JUST

8 ADDRESS ANY QUESTIONS THAT YOU MIGHT HAVE. I HAVE

9 ARGUED IT IN FRONT OF YOU BEFORE, AND IT HASN'T CHANGED

10 A LOT, AND THE SCOPE HAS NARROWED.

11 THE COURT: YES.

12 MR. KALFAYAN.

13 MR. KALFAYAN: YOUR HONOR, WE HAVE HAD DIFFERENT

14 EXPERTS AS YOU KNOW FROM OUR MOTION. THE ONLY THING I

15 WANT TO HIGHLIGHT TO THE COURT IN ADDITION TO WHAT WE

16 SUBMITTED IN THE PAPERS IS THAT WE WOULD BE OBVIOUSLY

17 MUCH MORE EFFECTIVE WITH OUR OWN EXPERT, BUT WE DEFER TO

18 THE COURT. I THINK THE COURT SHOULD APPOINT THE EXPERT

19 THAT WE PROPOSED.

20 THE COURT: OKAY. ANYTHING TO BE HEARD IN

21 OPPOSITION BEYOND WHAT IS IN THE PAPERS?

22 MR. DUNN: NO, YOUR HONOR.

23 THE COURT: MR. BUNN.

24 MR. BUNN: YES, YOUR HONOR, I WOULD JUST LIKE TO

25 SPEAK TO THE WILLIS MOTION SOMEWHAT BECAUSE THAT HAS

26 BEEN CHANGED IN THE REPLY BRIEF. THE WILLIS CLASS NOW

27 PROPOSES THAT ITS EXPERT BE DESIGNATED AS A NEUTRAL

28 EXPERT TO ASSIST THE COURT IN THE AREA OF SAFE YIELD.

1 UNDERSTAND THE COURT'S POSITION ABOUT, LOOK, WE MAY NOT
2 EVEN NEED THIS IF WE GET DOWN TO THE ISSUE OF SAFE YIELD
3 AND OVERDRAFT, AND THOSE ARE MOOTED.

4 IF THE COURT WERE TO SAY THE SMALL PUMPERS
5 CLASS MOTION FOR THIS EXPERT IS GRANTED TODAY, BUT
6 DOLLAR ONE CANNOT BE SPENT IF AND UNTIL THE -- THAT NEXT
7 STAGE OF THE TRIAL OCCURS AND THOSE PREDICATE ISSUES TO
8 THE SAFE YIELD AND OVERDRAFT ARE DEALT WITH AND ARE
9 RESOLVED ADVERSELY TO THE CLASS, THEN I THINK IT
10 RESOLVES THE PROBLEM. THEN WE DON'T HAVE TO FILE OUR
11 MOTION TO WITHDRAW MONDAY OR TUESDAY WHICH I DON'T THINK
12 WE HAVE A CHOICE.

13 THE COURT: WELL, I INDICATED TO YOU THAT I THINK
14 IT IS APPROPRIATE FOR THE COURT TO APPOINT AN EXPERT TO
15 DEAL WITH THOSE ISSUES AT THE APPROPRIATE TIME. NOW YOU
16 KNOW IF YOU WANT THE COURT TO MAKE AN ORDER AND STAY IT
17 UNTIL IT BECOMES NECESSARY, I DON'T HAVE ANY DIFFICULTY
18 IN DOING THAT BECAUSE I AGREE WITH YOU. I WOULD NOT
19 WANT TO SEE YOU COMMIT MALPRACTICE BY NOT BEING ABLE TO
20 BE ADEQUATELY PREPARED TO REPRESENT YOUR CLIENTS'
21 INTEREST.

22 I THINK WHAT YOU HAVE DONE HERE IS
23 ADMIRABLE. AND IN THE -- AS FAR AS I'M CONCERNED IN THE
24 HIGHEST STANDARDS OF THE PROFESSION STEPPING FORWARD AS
25 THE SAME WITH MR. KALFAYAN AND MR. ZLOTNICK REPRESENTING
26 THESE PEOPLE WHO WOULD OTHERWISE HAVE TO BE SERVED
27 INDIVIDUALLY AND SUBJECT TO EMPLOYING THEIR OWN LAWYERS,
28 AND TO WHAT END.

1 SO, YOU KNOW, I COMMEND YOU FOR THAT. I
2 THINK THAT IS THE RIGHT THING TO DO. AND I AM INCLINED
3 TO APPOINT -- AND I WILL APPORTION THE COST OF THAT
4 AMONG ALL THE PARTIES BECAUSE THAT IS THE APPROPRIATE
5 DIRECTION FROM THE STATUTE.

6 BUT I WOULD STAY THAT UNTIL IT BECOMES
7 NECESSARY FOR YOU TO DO IT AND TO HAVE IT. IT MAY NOT
8 NEVER BE NECESSARY. I DON'T KNOW. I SUSPECT, HOWEVER,
9 ABSENT A SETTLEMENT AT SOME POINT THERE IS GOING TO HAVE
10 TO BE A DETERMINATION MADE OF WHAT THE REASONABLE AND
11 BENEFICIAL USE IS OF EACH PARTY WHO IS INVOLVED IN THIS
12 LAWSUIT.

13 AND THAT, OF COURSE, IS THE ULTIMATE
14 DETERMINATION THAT IS GOING TO DETERMINE WHAT THE RIGHTS
15 OF THE PARTIES MIGHT BE.

16 MR. MCLACHLAN: THAT IS FINE. IF THERE IS GOING
17 TO BE THE COURT'S ORDER, THEN THAT RELIEVES THE PRIMARY
18 CONCERN OF MR. O'LEARY'S FIRM AND MY FIRM. AND THEN,
19 YOU KNOW, WE ARE OPEN TO PARTICIPATE IN WHATEVER PROCESS
20 THE COURT FEELS IS DISCUSSED.

21 THE COURT: WELL, MY INTEREST IS IN SEEING HOW
22 MANY ISSUES CAN GET RESOLVED BY AGREEMENT; AND,
23 HOPEFULLY, I WOULD LIKE TO SEE ALL THE ISSUES RESOLVED
24 BY AGREEMENT. THAT MAY NOT HAPPEN. BUT, CERTAINLY, THE
25 ISSUES RELATING TO THE PUMPER CLASS AND THE NONPUMPER --
26 OR DORMANT CLASS ARE THINGS THAT I THINK CAN BE
27 RESOLVED. ALL RIGHT. MR. FIFE.

28 MR FIFE: YOUR HONOR, I THINK THAT WE NEED TO

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF LOS ANGELES
3 DEPARTMENT NO. 1 HON. JACK KOMAR, JUDGE
4
5 COORDINATION PROCEEDING)
6 SPECIAL TITLE (RULE 1550B))
7) JUDICIAL COUNCIL
8 ANTELOPE VALLEY GROUNDWATER CASES) COORDINATION
9) NO. JCCP4408
10)
11 PALMDALE WATER DISTRICT AND) SANTA CLARA CASE NO.
12 QUARTZ HILL WATER DISTRICT,) 1-05-CV-049053
13)
14 CROSS-COMPLAINANTS,)
15)
16 VS.)
17)
18 LOS ANGELES COUNTY WATERWORKS,)
19 DISTRICT NO. 40, ET AL,)
20)
21 CROSS-DEFENDANTS.)
22)
23
24
25
26
27
28 I, GINGER WELKER, OFFICIAL REPORTER OF THE
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE
COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT THE
TRANSCRIPT DATED APRIL 24, 2009 COMPRISES A FULL, TRUE,
AND CORRECT TRANSCRIPT OF THE PROCEEDINGS HELD IN THE
ABOVE ENTITLED CAUSE.
DATED THIS 30TH DAY OF APRIL OF 2009.

OFFICIAL REPORTER, CSR #5585

Exhibit 9

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

**ANTELOPE VALLEY GROUNDWATER
CASES**

Included Consolidated Actions:

Los Angeles County Waterworks District No.
40 v. Diamond Farming Co.
Superior Court of California
County of Los Angeles, Case No. BC 325 201

Los Angeles County Waterworks District No.
40 v. Diamond Farming Co.
Superior Court of California, County of Kern,
Case No. S-1500-CV-254-348

Wm. Bolthouse Farms, Inc. v. City of Lancaster
Diamond Farming Co. v. City of Lancaster
Diamond Farming Co. v. Palmdale Water Dist.
Superior Court of California, County of
Riverside, consolidated actions, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

Rebecca Lee Willis v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los
Angeles, Case No. BC 364 553

Richard A. Wood v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los

Judicial Council Coordination
Proceeding No. 4408

Lead Case No. BC 325 201

**ORDER AFTER HEARING ON
MOTION BY PLAINTIFF
REBECCA LEE WILLIS AND THE
CLASS FOR ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES
AND CLASS REPRESENTATIVE
INCENTIVE AWARD**

Hearing Date(s): March 22, 2011
Time: 10:00 a.m.
Location: Central Civil West

Judge: Honorable Jack Komar

Antelope Valley Groundwater Litigation (Consolidated Cases)

Los Angeles County Superior Court, Lead Case No. BC 325 201

*Order After Hearing on Motion by Plaintiff Rebecca Lee Willis and The Class for Attorneys' Fees, Reimbursement of Expenses
and Class Representative Incentive Award*

2
3 Plaintiff Rebecca Lee Willis and the Class have entered into a stipulation of settlement
4 with defendants Los Angeles County Waterworks District No. 40, City of Palmdale, Palmdale
5 Water District, Littlerock Creek Irrigation District, Palm Ranch Irrigation District, Quartz Hill
6 Water District, California Water Service Company, Rosamond Community Service District,
7 Phelan Piñon Hills Community Services District, Desert Lake Community Services District,
8 and North Edwards Water District (collectively, the "Settling Defendants").

9 On November 18, 2010, the Court granted Plaintiff's motion for preliminary approval of
10 class action settlement and on March 1, 2011, the Court granted final approval of the settlement.
11 Plaintiff and the Willis Class now move for an award of attorneys' fees, reimbursement of
12 expenses, and an incentive award for lead plaintiff Rebecca Lee Willis.

13 On March 22, 2011, at 10:00 a.m., the Court heard oral argument on the motion seeking
14 attorneys' fees pursuant to Code of Civil Procedure § 1021.5 as a prevailing party in its action
15 against the Public Water Suppliers based on the settlement between the parties. The Willis
16 Class asserts that its attorneys have collectively spent approximately 5,293.9 hours of time on
17 the case from late 2006 through December 31, 2010 on a contingency basis and have incurred
18 unreimbursed expenses of over \$86,000, of which over \$64,000 were out of pocket costs.

19 The Willis Class's counsel state that the attorneys' collective lodestar, including work
20 spent by counsel and by clerks and paralegals and a consultant, is \$2,300,618. The Willis Class
21 requests a multiplier of 1.5, for a total fee request of \$3,450,927. The Willis Class
22 acknowledges that certain of its \$86,000 in expenses are not recoverable and seeks an award of
23 \$65,057.68 in costs. The Willis Class also requests the Court's approval to give plaintiff
24 Rebecca Willis an incentive payment of \$10,000, which would come out of the attorneys' fee
25 award.

26 The various opposing parties assert a myriad of reasons why the motion should be
27 denied in its entirety or the amount awarded significantly reduced, including that the fees are
28 unreasonable, that the settlement does not achieve a significant benefit for the class, that the

1 class should not be considered a prevailing party since it did not prevail on all causes of action,
2 that the class did not enforce an important public right, and that the public interest was not
3 represented by the Willis Class but rather was represented by the public and other water
4 producers.

5 The City of Lancaster additionally contends that the motion should be denied in its
6 entirety as it relates to Lancaster because (1) Lancaster does not claim prescriptive rights and
7 dismissed its claim for prescription long ago, and (2) Lancaster has not signed the settlement
8 agreement and therefore the Willis Class cannot be considered a “prevailing party” on any
9 claim involving Lancaster.

10 Palmdale did not file a written opposition but contended at oral argument that any
11 determination of benefit was premature and the request for fees should be continued to a later
12 date when the final resolution and the benefits to the class became clear.

13 At the conclusion of the oral argument on the motion, the Court ordered counsel for the
14 Willis Class to file a declaration from Ms. Willis setting forth her participation in the case in
15 justification of an incentive award within thirty days and ordered the matter submitted upon
16 receipt of such declaration.

17 Therefore, the Willis incentive award declaration having been filed, and good cause
18 appearing, the Court makes the following order.

19
20 **ORDER**

21 **Entitlement to Attorneys’ Fees**

22
23 The Willis Class seeks attorneys’ fees pursuant to Code of Civil Procedure § 1021.5.
24 Section 1021.5 is a codification of the private attorney general doctrine adopted by the
25 California Supreme Court in *Serrano v. Priest* (1977) 20 Cal.3d 25 [141 Cal.Rptr. 315, 569
26 P.2d 1303] (Serrano III). This section allows an award of attorneys’ fees to “a successful party”
27 in an action which has resulted in the enforcement of an important right affecting the public
28 interest if: a significant benefit, whether pecuniary or nonpecuniary, has been conferred on the

1 general public or a large class of persons, the necessity and financial burden of private
2 enforcement make the award appropriate, and such fees should not in the interest of justice be
3 paid out of any recovery. (Code Civ. Proc. § 1021.5; *Press v. Lucky Stores, Inc.* (1983) 34
4 Cal.3d 311, 317-318 [193 Cal.Rptr. 900, 667 P.2d 704].)

5
6 The fundamental objective of the private attorney general theory is to encourage
7 suits effecting a strong public policy by awarding substantial attorney fees to
8 those whose successful efforts obtain benefits for a broad class of citizens.
9 (*Woodland Hills Residents Assn., Inc. v. City Council* (1979) 23 Cal.3d 917, 933
10 [154 Cal.Rptr. 503, 593 P.2d 200].) Without a vehicle for award of attorney
11 fees, private actions to enforce important public policies will frequently be
12 infeasible. (*Baggett v. Gates* (1982) 32 Cal.3d 128, 142 [185 Cal.Rptr. 232, 649
13 P.2d 874].)

14 The decision to award attorney fees rests initially with the trial court: utilizing
15 its traditional equitable discretion, the trial court must “realistically assess the
16 litigation and determine, from a practical perspective,” whether the statutory
17 criteria have been met. (*Baggett v. Gates, supra*, 32 Cal.3d 128, 142; *Mandicino*
18 *v. Maggard* (1989) 210 Cal.App.3d 1413, 1416 [258 Cal.Rptr. 917].)

19 (*Hull v. Rossi* (1993) 13 Cal. App. 4th 1763, 1766-1767.)

20 Section 1021.5 states, in relevant part:

21 Upon motion, a court may award attorneys’ fees to a successful party against
22 one or more opposing parties in any action which has resulted in the
23 enforcement of an important right affecting the public interest if: (a) a
24 significant benefit, whether pecuniary or nonpecuniary, has been conferred on
25 the general public or a large class of persons, (b) the necessity and financial
26 burden of private enforcement, or of enforcement by one public entity against
27 another public entity, are such as to make the award appropriate, and (c) such
28 fees should not in the interest of justice be paid out of the recovery, if any.

The first step in establishing whether the Willis Class is entitled to fees pursuant to
Section 1021.5 is a determination of whether the Willis Class is a “successful party.”

Although it is true that the Willis Class did not obtain all of the relief they requested in
their pleadings, a trial court need not rule in favor of petitioners on every single issue litigated
for petitions to be “successful” within the meaning of section 1021.5. (*Hull v. Rossi, supra*, 13

Antelope Valley Groundwater Litigation (Consolidated Cases)

Los Angeles County Superior Court, Lead Case No. BC 325 201

*Order After Hearing on Motion by Plaintiff Rebecca Lee Willis and The Class for Attorneys’ Fees, Reimbursement of Expenses
and Class Representative Incentive Award*

1 Cal. App. 4th at p. 1768.) By eliminating the Public Water Suppliers' prescription claims and
2 maintaining correlative rights to portions of the Basin's native yield, the Willis Class members
3 achieved a large part of their ultimate goal – to protect their right to use groundwater in the
4 future and to maintain the value of their properties. Under these circumstances, they must be
5 considered “successful parties” for purposes of Code of Civil Procedure § 1021.5.

6 However, the Willis Class is not a successful party with regard to Lancaster. Lancaster
7 ultimately made no claim on dormant owners' water rights so that it was not acting adversely to
8 the class. Moreover, Lancaster is not a signatory to the settlement. Consequently, the Willis
9 Class has not prevailed in any way against Lancaster at this point in the litigation. Therefore,
10 Lancaster is not responsible for any part of the fees to be paid to the Willis Class.

11 The next step in the Section 1021.5 analysis is a determination of whether a significant
12 benefit, pecuniary or nonpecuniary, has been conferred on the general public or a large class of
13 persons. There can be no dispute that the Willis Class is a large class of persons as it is made
14 up of approximately 70,000 class members. As for the benefit conferred, although the Willis
15 Class did not recover any monetary payment, it was successful in achieving a significant benefit
16 by preventing the Public Water Suppliers from proceeding on their prescription claims and by
17 maintaining certain correlative rights to the reasonable and beneficial use of water underlying
18 their land. By virtue of the Willis Class Action (and the Woods Class Action), the Court is able
19 to adjudicate the claims of virtually all groundwater users in the entire Antelope Valley which
20 adheres to the benefit of every resident and property owner in the adjudication area. Without
21 virtually all such users as part of the adjudication, the Court could not have complied with the
22 McCarran Amendment which was necessary to maintain jurisdiction over the federal
23 government (purportedly the largest land owner and a very large water user) which was
24 necessary to adjudicate all correlative rights in the basin.

25 Even without the federal government involvement, without the filing of the class action,
26 it would have been impossible to adjudicate the rights of all persons owning property and water
27 rights within the valley. The impossibility of 70,000 individual claims by land owners to water
28 rights being adjudicated in any other fashion needs little further discussion. The inability of the

1 judicial system to conduct such adjudication in any other way is beyond argument. The benefit
2 to all class members is clear and the benefit to all others living or owning property in the
3 Antelope Valley is enormous - all water rights will ultimately be established and if necessary
4 (as alleged) the reasonable and beneficial use of the water will be preserved for all under the
5 California Constitution.

6 The Willis Class has not received any direct pecuniary benefit. The burden on any
7 individual class member to maintain this action would have been significantly higher than any
8 potential benefit to that class member. Only by banding together in a class action were the
9 members of the Willis Class able to litigate this case.

10 In sum, the Willis Class has met the requirements of Code of Civil Procedure § 1021.5
11 and is entitled to attorneys' fees.

12 13 Amount of Attorneys' Fees

14
15 “The starting point of every fee award, once it is recognized that the court’s role
16 in equity is to provide just compensation for the attorney, must be a calculation
17 of the attorney’s services in terms of the time he has expended on the case.
18 Anchoring the analysis to this concept is the only way of approaching the
19 problem that can claim objectivity, a claim which is obviously vital to the
20 prestige of the bar and the courts.”

21 (Serrano v. Priest (Serrano III) (1977) 20 Cal.3d 25, 48, fn. 23, quoting City of Detroit v.
22 Grinnell Corp. (2d Cir. 1974) 495 F.2d 448, 470.)

23 [T]he fee setting inquiry in California ordinarily begins with the “lodestar,” i.e.,
24 the number of hours reasonably expended multiplied by the reasonable hourly
25 rate. “California courts have consistently held that a computation of time spent
26 on a case and the reasonable value of that time is fundamental to a
27 determination of an appropriate attorneys’ fee award.” [Citation.] The
28 reasonable hourly rate is that prevailing in the community for similar work.
[Citations.] The lodestar figure may then be adjusted, based on consideration of
factors specific to the case, in order to fix the fee at the fair market value for the
legal services provided.

1 (*Plcm Group v. Drexler* (2000) 22 Cal. 4th 1084, 1095.)

2 Factors to be considered in adjusting the lodestar figure include:

- 3 (1) The novelty and difficulty of the questions involved, and
4 the skill displayed in presenting them;
- 5 (2) The extent to which the nature of the litigation precluded
6 other employment by the attorneys;
- 7 (3) The contingent nature of the fee award, both from the point
8 of view of eventual victory on the merits and the point of view
9 of establishing eligibility for an award;
- 10 (4) The fact that an award against the state would ultimately
11 fall upon the taxpayers;
- 12 (5) The fact that the attorneys in question received public and
13 charitable funding for the purpose of bringing law suits of the
14 character here involved;
- 15 (6) The fact that the monies awarded would inure not to the
16 individual benefit of the attorneys involved but the
17 organizations by which they are employed; and
- 18 (7) The fact that in the court's view the two law firms involved
19 had approximately an equal share in the success of the
20 litigation.

21 (See *Serrano III, supra*, 20 Cal.3d at p. 49.)

22 Other factors that may be considered include the benefits obtained or results achieved,
23 the promptness of the settlement, and the amount of attorneys' fees typically negotiated in
24 comparable litigation. (See *Lealao v. Benefit Cal.* (2000) 82 Cal.App.4th 19, 40, 47, 52.)

25 "If . . . a plaintiff has achieved only partial or limited success, the product of
26 hours reasonably expended on the litigation as a whole times a reasonable
27 hourly rate may be an excessive amount. This will be true even where the
28 plaintiff's claims were interrelated, nonfrivolous, and raised in good faith.
Congress has not authorized an award of fees whenever it was reasonable for a
plaintiff to bring a lawsuit or whenever conscientious counsel tried the case with
devotion and skill. Again, the most critical factor is the degree of success
obtained.

1
2 “There is no precise rule or formula for making these determinations. The [trial]
3 court may attempt to identify specific hours that should be eliminated, or it may
4 simply reduce the award to account for the limited success. The court
necessarily has discretion in making this equitable judgment....”

5
6 (*Sokolow v. County of San Mateo* (1989) 213 Cal.App.3d 231, 247-248, quoting *Hensley v.*
7 *Eckerhart* (1983) 461 U.S. 424, 436-437, 439-440.)

8
9 The Willis Class argues that its counsel’s lodestar of \$2,300,618 is reasonable given the
10 complexity of the case. The Opposing Parties contend that the amount of time expended by
11 Class Counsel was excessive and, in many instances, unnecessary. While it is possible to use
12 hindsight to look back and determine that effort expended by Class Counsel on a particular
13 issue or motion might have been unnecessary, that does not mean that Class Counsel is not
14 entitled to fees for that work. Absent circumstances rendering the award unjust, an attorneys’
15 fee award should ordinarily include compensation for all the hours *reasonably* spent, including
16 those relating solely to the fee. (*Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1133.) Further, the
17 trial court has broad authority to determine the amount of a reasonable fee. (*Id.* at p. 1095.) A
18 trial court may make its own determination of the value of the services contrary to, or without
19 the necessity for, expert testimony. (*Id.* at p. 1096.) Therefore, the Court can use its knowledge
20 of the case and the efforts of Class Counsel to determine an equitable fee award.

21 Although an attorneys’ fee award is generally based on the lodestar amount, in this
22 instance there are several factors that weigh in favor of reducing the lodestar amount. First,
23 even though the Willis Class obtained significant relief in this action, the Willis Class did not
24 prevail on a number of causes of action and was unsuccessful in recovering any direct monetary
25 benefit. Second, the fee award in this case will ultimately fall on taxpayers. Moreover, as
26 pointed out by the Opposing Parties, some taxpayers are also ratepayers of various public
27 agencies and would, in effect, have to pay their portion of the fee award twice. Additionally,
28 although nobody can dispute that this is a complicated case, Class Counsel did not come into
the case with much, if any, expertise in water law and properly associated other counsel with

1 such expertise. Then, additional time was spent by counsel educating themselves, thereby
2 increasing fees somewhat beyond what appears reasonable necessary. Also, in reviewing the
3 time spent on certain law and motion matters, it appears that an unnecessary amount of time
4 was spent by counsel on various matters, in particular pleading matters, involving well settled
5 legal principles. Moreover, by "block billing," counsel have made it impossible for the Court to
6 analyze the time spent on the various functions performed by each counsel.¹

7 This case included many parties who were not directly adverse to the Willis Class
8 because they were not part of the Willis Class's action, many of whom had a common interest
9 in defending against prescription. The Public Water Suppliers should not be required to pay
10 attorneys' fees that were generated as a result of actions taken by non-parties to the Willis
11 Class's action.

12 The Willis Class asserts that it is only seeking fees from the parties that have asserted
13 claims to prescriptive rights. Los Angeles County Waterworks District No. 40 ("District 40")
14 requests that the attorneys' fee award should be apportioned among each party that pumps from
15 the Basin due to the involvement of those parties in this case even though those parties are not
16 named as defendants in the Willis Class's action. If the Court were to order that other parties
17 must also pay fees, the Court would be going beyond the scope of the requested relief.
18 Moreover, in the Court's consolidation order, the Court states that "[c]osts and fees could only
19 be assessed for or against parties who were involved in particular actions." (Order Transferring
20 and Consolidating Actions for all Purposes, p. 3:13-14.) Such other parties are not parties to the
21 settlement; the adjudication as it relates to them is ongoing and the Willis Class cannot be
22 considered a prevailing party as to them. Accordingly, any fee award that is granted at this
23 point may only be awarded against the parties to the settlement.

24 Regarding Class Counsel's billing rates, Class Counsel have provided evidence that
25 their billing rates are reasonable. The lodestar was based on hourly rates of \$400 per hour for
26 Ralph B. Kalfayan, \$450 per hour for David B. Zlotnick, and lesser amounts for associates who
27

28 ¹ Block Billing involves showing various functions performed lumping together time expended without indicating
how much time is allotted to each function.

1 worked on the case. These rates are reasonable. The Court notes, however, that in at least one
2 case (Greg James) a higher billing rate was used because this was a contingent fee case. The
3 fact that this is a contingent fee case should not be counted twice as a factor for raising the
4 amount of the award – in the hourly rate charged and in the multiplier awarded.

5 This Court has presided over this case since the order of coordination and is familiar
6 with the work of counsel for all parties, the complexity of the various issues, and the time
7 necessarily involved in effectively representing the Willis Class. The Court has carefully
8 reviewed all of the time claimed in the lodestar computation. The principal cause of action
9 brought on behalf of the class was the declaratory relief cause of action which concededly was
10 defensive in substance. Importantly, the fees should reflect the necessity of bringing the action
11 to protect the class members' water rights against the claim of prescriptive rights by the Public
12 Water Producers. However, the lodestar should also be reduced to account for the fact that the
13 fees requested include fees incurred as a result of the involvement of parties that are not parties
14 to the Willis Class's case. The lodestar should also be reduced based on the following other
15 factors: the Willis Class did not prevail on a number of causes of action and was unsuccessful in
16 recovering any direct monetary benefit; the fee award in this case will ultimately fall on
17 taxpayers; and Class Counsel did not come into the case with much, if any, expertise in water
18 law and appear to have spent more time educating themselves than would otherwise be
19 necessary.

20 Accordingly, in reviewing all the time spent by counsel and others, considering the time
21 accorded to various of the issues by relative import and consequence, it is the decision of the
22 Court that reasonable attorneys' fees for the class in this matter is the sum of \$1,839,494.

23 24 Costs

25
26 The Willis Class seeks an award of \$65,057.68 in costs. District 40 argues that Code of
27 Civil Procedure § 1021.5 only authorizes recovery of attorneys' fees, not costs. District 40 is
28 correct. (See *Benson v. Kwikset Corp.* (2007) 152 Cal. App. 4th 1254, 1283.) Costs are

1 authorized, however, by Code of Civil Procedure §§ 1032 and 1033.5. (Code Civ. Proc.
2 §§ 1032 and 1033.5; see also *Benson v. Kwikset Corp.*, *supra*, 152 Cal. App. 4th at p. 1283.)
3 No party has moved to tax the costs requested by the Willis Class. Moreover, the costs
4 requested appear to have been reasonably necessary. Accordingly, the Willis Class's request
5 for costs is GRANTED.

6
7 **Incentive Award**

8 The Willis Class seeks to give lead plaintiff Rebecca Lee Willis an incentive award of
9 \$10,000 to be paid out of the attorneys' fee award. Based upon the declaration submitted by
10 Ms. Willis, the Court finds that an incentive award is justified. This class action would not
11 likely have been initiated but for her involvement in this case. Counsel are authorized to pay
12 her an incentive award in the sum of \$10,000 from the attorneys' fee award.

13
14 **CONCLUSION**

15
16 The Willis Class's request for costs is GRANTED.

17
18 Lead plaintiff Rebecca Lee Willis may be awarded an incentive payment in the sum of
19 \$10,000 to be paid by counsel out of attorneys' fees awarded.

20
21 Attorneys' fees in the sum of \$1,839,494 are awarded to counsel for the Willis Class
22 against Los Angeles County Waterworks District No. 40, City of Palmdale, Palmdale Water
23 District, Littlerock Creek Irrigation District, Palm Ranch Irrigation District, Quartz Hill Water
24 District, California Water Service Company, Rosamond Community Service District, Phelan

25 //

26 //

27 //

1 Piñon Hills Community Services District, Desert Lake Community Services District, and North
2 Edwards Water District.

3
4 SO ORDERED.

5
6 Dated: 5-4-2011

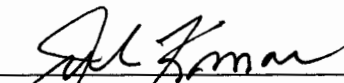
7 
8 Hon. Jack Komar
9 Judge of the Superior Court
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Exhibit 10

WILLIS CLASS' PROPOSAL FOR ALLOCATION OF FEES AND COSTS
BASED ON PWS HISTORICAL PUMPING 2000 to 2006

	<u>LA</u>	<u>PWD</u>	<u>LCID</u>	<u>QH</u>	<u>RCSD</u>	<u>AVWC</u>	<u>PRID</u>	<u>DLCS</u>	<u>NECS</u>	<u>PPHCSD</u>	<u>Total</u>
2000	17,419	9,625	1,810	1,419	1,461	827	1,147	353	250	1,000	35,311
2001	21,736	11,281	1,830	3,040	2,185	810	1,147	353	250	1,000	43,632
2002	21,196	8,281	1,950	2,801	2,359	787	1,536	353	250	1,000	40,513
2003	16,791	10,587	1,930	1,554	1,767	602	1,558	353	250	1,000	36,392
2004	21,281	10,990	2,230	1,347	1,989	595	814	353	250	1,000	40,849
2005	19,201	11,045	1,870	1,244	1,701	614	1,139	353	250	1,000	38,417
2006	12,277	11,320	2,150	1,386	2,212	534	591	353	250	1,000	32,073
Ave.	<u>21,650</u>	<u>12,188</u>	<u>2,295</u>	<u>2,132</u>	<u>2,279</u>	<u>795</u>	<u>1,322</u>	<u>412</u>	<u>292</u>	<u>1,167</u>	<u>44,531</u>
%	<u>48.62%</u>	<u>27.37%</u>	<u>5.15%</u>	<u>4.79%</u>	<u>5.12%</u>	<u>1.78%</u>	<u>2.97%</u>	<u>0.92%</u>	<u>0.65%</u>	<u>2.62%</u>	

Exhibit 11

COUNTY OF LOS ANGELES

IN RE:)
)
 ANTELOPE VALLEY GROUNDWATER) JUDICIAL COUNCIL
 CASES.) COORDINATION NO. 4408
)
) SANTA CLARA COUNTY CASE
) NO. 1-05-CV-049053
) (For Court Use Only)

BEFORE THE HONORABLE JACK KOMAR

OCTOBER 25, 2013

STEPHANIE ESTES, CSR #12452
OFFICIAL REPORTER

APPEARANCES:

MICHAEL MC LACHLAN

THOMAS BUNN

STEVEN ORR

WESLEY MILIBAND

DOUGLAS EVERTZ

WARREN WELLEN

WILLIAM SLOAN

JEFFREY DUNN

NOAH GOLDEN-KRASNER

WILLIAM BRUNICK

SHELDON BLUM

KEITH LEMIEUX

TELEPHONIC APPEARANCES:

HERUM CRABTREE

MARILYN LEVIN

R. LEE LEININGER

JOHN TOOTLE

WALTER RUSINEK

BRADLEY WEEKS

ROBERT KUHS

BOB JOYCE

SCOTT KUNEY

JOSEPH HUGHES

RYAN DRAKE

LELAND MC ELHANEY

JANET GOLDSMITH

ANDREW RAMOS

JOHN UKKESTAD

MICHAEL DAVIS

BRUCE NELSON

WENDY WANG

THEODORE CHESTER JR.

RICHARD ZIMMER

RICHARD WOOD

NEAL MAGUIRE

BRADLEY HERREMA

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1 ---o0o---

2 THE COURT: Good morning.

3 MR. BUNN: Good morning, Your Honor.

4 MR. MC LACHLAN: Good morning, Your Honor.

5 MR. ORR: Good morning.

6 VOICE VOICE: Good morning, Your Honor.

7 THE COURT: In the Antelope Valley Ground Water
8 cases we've had an indication of who's present on the
9 telephone. Let's get personal appearances in the
10 courtroom, please. Let's start with Mr. McLachlan.

11 MR. MC LACHLAN: Michael McLachlan for the Wood
12 Class.

13 MR. BUNN: Good morning, Your Honor. Thomas Bunn
14 for Palmdale Water District.

15 MR. EVERTZ: Good morning, Your Honor. Doug
16 Evertz for the City of Lancaster and Rosamond Community
17 Service District.

18 MR. MILIBAND: Good morning, Your Honor. Wes
19 Miliband for Phelon Pinon Hills CSD.

20 MR. ORR: Good morning, Your Honor. Steven Orr
21 for the City of Palmdale.

22 MR. LEMIEUX: Keith Lemieux, L-E-M-I-E-U-X, for
23 Littlerock Creek Irrigation District, et al.

24 MR. DUNN: Jeffrey Dunn for Los Angeles County
25 Water Works District Number 40.

26 MR. WELLEN: Warren Wellen for District 40.

27 MR. BLUM: Good morning, Your Honor. Sheldon Blum
28 on behalf of the Blum Trust.

1 MR. MC LACHLAN: You strongly suggest.

2 THE COURT: I exhort.

3 MR. MC LACHLAN: I apologize for using the wrong
4 terms. But they have made it very clear to me that they
5 are not going to settle with the class.

6 MR. DUNN: No. No. We object to that, Your
7 Honor, that's an improper statement. It's not true and
8 it's not properly before the Court at this point.

9 THE COURT: Well, okay. Listen I don't want to
10 get into that discussion. I want you to settle if you
11 can.

12 MR. MC LACHLAN: Right.

13 THE COURT: But it seems to me that what you're
14 really saying to me, Mr. McLachlan, is we'll enter into a
15 settlement, we will dismiss on behalf of the class actions
16 against these four public water providers, okay. Which
17 means we -- we will eliminate our declaratory relief
18 action against them, they will dismiss any cross-complaint
19 that encompasses us. Although I don't think they really
20 do have that kind of a cross-complaint against the class.

21 MR. MC LACHLAN: It's unserved.

22 THE COURT: Well, okay. Okay. But the class is
23 not -- is not a cross-defendant in this case as far as the
24 Court's concerned. What may be out there pending and not
25 served is a different issue. So, it seems to me that --
26 that that kind of a dismissal and agreement for them to
27 pay a portion of your fees is a very appropriate kind of
28 settlement if that -- that's ultimately determined by the

1 Court to be fair and reasonable and so on.

2 It has absolutely no impact on what your water
3 rights are except it eliminates this -- this latent claim.

4 MR. MC LACHLAN: Right. Well, we essentially on
5 June 16, 2011, the hearing, Your Honor, may recall in the
6 original settlement, Your Honor said quote on page five of
7 the transcript, "And you can, I believe, enter into an
8 agreement that the water purveyors will not contest that."
9 You're referring to a prescription. But you can't bind
10 non settling parties to that kind of determination. So we
11 collectively, all of us, sat about to draft an agreement
12 that kept that into -- that for -- foremost in the
13 process. Mr. Evertz literally sat down with this
14 transcript in the settlement agreement that I worked out
15 with all of the water suppliers we script out the stuff,
16 made sure we didn't impact your settlement, and I think we
17 have complied with this to the letter.

18 THE COURT: Except you don't have all the public
19 water suppliers.

20 MR. MC LACHLAN: Well, I mean I can't -- well, I
21 mean I can't pull a gun on District 40 and say okay, you
22 got to settle. You know, my phone line's open. I'm ready
23 to settle with all of them. But if they want to take the
24 -- they want to take the prescriptive claims I've got to
25 prepare to do battle. And if Palmdale Water District is
26 going to say I'm going to take that 30 percent off the
27 table I've got to take that. Because these people have
28 very small water rights. So when you cut back 20 or 30

1 percent, you know, get rid of your washing machine, get
2 rid of the little trees in your front yard and -- and pay
3 a bill, it's a big deal.

4 THE COURT: Those are very interesting
5 hypothetical numbers at this point. You know, I don't
6 disagree with you that it's in your best interest to try
7 to settle and preserve you're client's rights. And I
8 think that those are domestic rights, they're important
9 rights. The law recognizes them as important rights. And
10 I think that your -- you're effectively representing the
11 class. And I -- and I appreciate both the quality and
12 representation in your efforts to preserve their rights.

13 I guess my real concern here, and I'm happy to
14 hear from the other parties, but my real concern here is
15 the appropriateness of a partial settlement where all of
16 the -- the issues are ultimately going to be the same even
17 in terms of -- of what water rights you may ultimately
18 have irrespective of what the other parties' positions may
19 be, these four settling parties. So, let me hear from Mr.
20 Bunn and company.

21 MR. MC LACHLAN: That's fine. Before I leave the
22 lectern --

23 THE COURT: Yes.

24 MR. MC LACHLAN: -- I would suggest to Your Honor
25 that that is exactly what you did with the Willis
26 settlement.

27 THE COURT: What? What?

28 MR. MC LACHLAN: The Willis settlement, that is

1 exactly what you did with the Willis settlement. They
2 settled, finished things and their water rights have not
3 been determined. I mean this is really essentially the
4 same situation minus the fact of a few defendants.

5 THE COURT: Well, of course it's impossible to
6 determine the water rights of a non producing party.

7 MR. MC LACHLAN: Well, you're going to be called
8 on to do the impossible.

9 THE COURT: It wouldn't be the first time. The
10 other thing that I would just point out to you is that the
11 Willis Class settled with all of the water producers not
12 just some of them.

13 MR. MC LACHLAN: But -- But there are plenty of
14 cases out there where there were partial class
15 settlements. I've done it once before in my career.
16 There's law that supports it, that's not a problem
17 legally.

18 THE COURT: All right. Mr. Bunn.

19 MR. BUNN: Good morning, Your Honor. Thomas Bunn.
20 I came up here prepared to talk primarily about the
21 McCarran Amendment. It was my understanding from what Mr.
22 Leininger said that based on the Court's comments he now
23 views the settlement as not being a problem under the
24 McCarran Amendment. I'm happy to talk further to the
25 Court if you have any -- because I think the McCarran
26 Amendment is a -- an important issue and these objections
27 need to be taken seriously. No one wants more than I,
28 that the final judgment in this case comply with the

1 STATE OF CALIFORNIA)
2) Ss.
3 COUNTY OF SANTA CLARA)
4
5

6 I, STEPHANIE ESTES, CSR, HEREBY CERTIFY: THAT
7 I WAS THE DULY APPOINTED, QUALIFIED SHORTHAND REPORTER OF
8 SAID COURT IN THE ABOVE-ENTITLED ACTION TAKEN ON THE
9 ABOVE-ENTITLED DATE; THAT I REPORTED THE SAME IN MACHINE
10 SHORTHAND AND THEREAFTER HAD THE SAME TRANSCRIBED THROUGH
11 COMPUTER-AIDED TRANSCRIPTION AS HEREIN APPEARS; AND THAT
12 THE FORGOING TYPEWRITTEN PAGES CONTAIN A TRUE AND CORRECT
13 TRANSCRIPT OF THE PROCEEDINGS HAD IN SAID MATTER AT SAID
14 TIME AND PLACE TO THE BEST OF MY ABILITY.

15 I FURTHER CERTIFY THAT I HAVE COMPLIED WITH
16 CCP 237(A)(2) IN THAT ALL PERSONAL JUROR IDENTIFYING
17 INFORMATION HAS BEEN REDACTED IF APPLICABLE.

18 DATED: November 18, 2013.

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STEPHANIE ESTES
CSR No. 12452

ATTENTION:

CALIFORNIA GOVERNMENT CODE
SECTION 69954(D) STATES:

"ANY COURT, PARTY, OR PERSON WHO HAS PURCHASED A
TRANSCRIPT MAY, WITHOUT PAYING A FURTHER FEE TO THE
REPORTER, REPRODUCE A COPY OR PORTION THEREOF AS AN
EXHIBIT PURSUANT TO COURT ORDER OR RULE, OR FOR INTERNAL
USE, BUT SHALL NOT OTHERWISE PROVIDE OR SELL A COPY OR
COPIES TO ANY OTHER PARTY OR PERSON."

Exhibit 12

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

MDL No. 1917

Case No. C-07-5944 JST

This Order Relates To:

**ORDER ON DPP CLASS
REPRESENTATIVE INCENTIVE
AWARDS**

ALL DIRECT PURCHASER ACTIONS

Now before the Court is a motion for approval of incentive awards to each of ten Class Representatives for the Direct Purchaser Plaintiff (“DPP”) class. See ECF No. 4056. The DPPs seek awards of \$25,000 to each named Plaintiff, for a total of \$250,000. No one has objected to the awards. See ECF No. 4114. The Court held oral argument on this motion on December 15, 2015. After careful consideration and good cause appearing, the Court now GRANTS the motion for the reasons set forth below.

I. BACKGROUND

After eight years of litigation, the facts of this case are well known to parties. The Court recites only certain background facts to help explain the basis for this award.

The case is predicated upon an alleged conspiracy to price-fix cathode ray tubes (“CRTs”), a core component of tube-style screens for common devices including televisions and computer monitors.¹ This conspiracy ran from March 1, 1995 to November 25, 2007, involved many of the major companies that produced CRTs, and allegedly resulted in overcharges of millions, if not

¹ Perhaps ironically, CRT technology has now become largely obsolete. See J.R. Raphael, Obsolete Technology: 40 Big Losers, PC WORLD (Jan. 13, 2016, 9:12 AM), http://www.pcworld.com/article/169863/obsolete_tech.html?page=2.

billions, of U.S. dollars to domestic companies that purchased and sold CRTs or finished products containing CRTs for purposes of resale.² A civil suit was originally filed in 2007, ECF No. 1, consolidated by the Joint Panel on Multidistrict Litigation shortly thereafter, see ECF No. 122, assigned to Judge Samuel Conti, see id., and ultimately transferred to the undersigned, see ECF No. 4162.

The Class Representatives named in the DPPs' Consolidated Amended Complaint ("DPCAC") for which incentive awards are sought are: (1) Crago, d/b/a Dash Computers, Inc.; (2) Arch Electronics, Inc.; (3) Hawel A. Hawel, d/b/a City Electronics; (4) Meijer, Inc. and Meijer Distribution, Inc.; (5) Nathan Muchnick, Inc.; (6) Princeton Display Technologies, Inc.; (7) Radio & TV Equipment, Inc.; (8) Royal Data Services, Inc.; (9) Studio Spectrum, Inc.; and (10) Wettstein and Sons, Inc. d/b/a Wettstein's (collectively, "Class Representatives" or "named Plaintiffs"). Settling Defendants include parent and/or subsidiary corporations of Chunghwa, Philips, Panasonic, LG, Toshiba, Hitachi, and Samsung SDI. DPPs maintain their class suit against Mitsubishi and also have a settlement that was recently approved with Thomson and TDA. See ECF No. 4260..

Given the length of the conspiracy, the resources of Defendants, and the potential value of recovery in this case, discovery has been unsurprisingly extensive.³ In connection with a separate motion, the parties noted that millions of pages of discovery have been produced and more than one hundred depositions have been taken. See ECF No. 4055 at 9-10. As relates to the instant motion, named Plaintiffs were required to spend time with their counsel reviewing drafts of the original complaint as well as the later-filed consolidated amended complaint; to review and respond to interrogatories and document requests; and to sit for deposition. See ECF No. 4056-1 ("Zirpoli Decl.") ¶¶ 4-8. Each named Plaintiff responded to a total of 75 separate document requests, and participated "in the collection of responsive hard copy documents and, in some cases,

² Products purchased for personal use fall within the scope of the Indirect Purchaser Plaintiff ("IPP") class and are not the subject of this order.

³ Judicial resources expended on this case have also been significant. During a period of eight years, the case has required consolidation by the Joint Panel on Multidistrict Litigation, assignment of two Article III judges to preside over just the Multidistrict Litigation, four Special Masters, support of uncounted staff assigned to the Special Masters, and continued work by approximately ten different judicial law clerks.

1 identification of ESI sources likely to contain responsive data, if applicable.” Id. ¶ 5. This sometimes
 2 required Class Representatives to “utilize[] software to extract extensive transactional database
 3 information These document requests required the Class Representatives to search for and
 4 produce both hard copy and, in certain circumstances, electronic documents from multiple sources.”
 5 Id. In total, the Class Representatives produced over 12,000 pages of documents. See id.

6 In addition to document requests, each Class Representative was required to review and
 7 respond to eight sets of interrogatories, totaling 78 separate interrogatories. Id. ¶ 6. Class
 8 Representatives also were required to keep abreast of major filings in the case -- the master docket for
 9 which spans over 4,000 entries -- and were required to review briefs and pleadings, consult with class
 10 counsel regarding litigation strategy or settlement negotiations, and discuss other matters with counsel.
 11 Id. ¶ 7. Finally, each of the Class Representatives “spent a significant amount of time preparing for
 12 and being deposed.” Id. ¶ 8.⁴

13 None of the Class Representatives conditioned or were asked to condition their
 14 participation upon receipt of an incentive award or any benefit greater than that of any of the other
 15 class members. Id. ¶ 3. Even so, Class Representatives were required to devote a substantial
 16 amount of time and effort in this case not required of absent class members.

17 Absent class members will receive a pro rata share of the total class Settlement Fund
 18 (valued at \$127.45 million). The formula for each pro rata share is to take an individual’s (or
 19 company’s) purchase -- weighted at 100% of value for CRTs as components, 75% of value for
 20 computer monitors, and 50% of value for TVs -- divided by the total amount of (weighed)
 21 purchases in the entire class and multiply it by the value of the Settlement Fund. See, e.g., ECF
 22 No. 2728 at 19.

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 27 ⁴ A comparable account of time invested by the Class Representatives can be found in the
 28 declarations submitted with the previously referenced motion for attorneys’ fees, ECF No. 4055-1
 ¶¶ 51-52.

II. LEGAL STANDARD

“[N]amed plaintiffs, as opposed to designated class members who are not named plaintiffs, are eligible for reasonable incentive payments.” Staton v. Boeing Co., 327 F.3d 938, 977 (9th Cir. 2003). “Incentive awards are discretionary . . . and are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” Rodriguez v. W. Pub. Corp., 563 F.3d 948, 958-59 (9th Cir.2009). Further,

The district court must evaluate [incentive] awards individually, using relevant factors including the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, the amount of time and effort the plaintiff expended in pursuing the litigation and reasonable fears of workplace retaliation.

Staton, 327 F.3d at 977 (citation and internal quotations and alterations omitted). District courts must scrutinize “all incentive awards to determine whether they destroy the adequacy of the class representatives.” Radcliffe v. Experian Info. Solutions, Inc., 715 F.3d 1157, 1165 (9th Cir. 2013); see also id. at 1663; Staton, 327 F.3d at 977; Dyer v. Wells Fargo Bank, N.A., 303 F.R.D. 326, 334-35 (N.D. Cal. Oct. 2, 2014).

III. DISCUSSION

In this Circuit, an incentive award of \$5,000 is presumptively reasonable, and an award of \$25,000 or even \$10,000 is considered “quite high.” See Dyer, 303 F.R.D. at 335 (citing Harris v. Vector Mktg. Corp., No. C-08-5198 EMC, 2012 WL 381202, at *7 (N.D. Cal. Feb. 6, 2012)). Even so, upon consideration of each of the factors set forth in Staton, the Court finds that an incentive award of \$25,000 per Class Representative is appropriate on the facts of this case.

First, the Class Representatives filed suit, thereby taking the first key step necessary to protect the interests of the class. Second, the class has benefitted from these actions by receipt of a settlement currently valued at over \$127 million dollars (and climbing). Third, and most importantly, the amount of time and effort each named Plaintiff expended in pursuing this litigation has been extensive. This litigation has continued far longer than most normal class actions and has required frequent and repeated work (document production, interrogatory responses, docket review, deposition preparation, etc.) in a volume greater than is normal for most

class action suits. Class Representatives spent eight years responding to nine sets of document requests and eight sets of interrogatories totaling 78 separate interrogatory requests. Named plaintiffs reviewed pleadings and motions, and sat for deposition. Cf. Monterrubio v. Best Buy Stores, L.P., 291 F.R.D. 443, 463 (E.D. Cal. 2013) (reducing named plaintiff’s incentive award from the \$7,500 requested to \$2,500 because of disparity between the award to the named plaintiff and class members when there was “no evidence that plaintiff spent more time assisting counsel than occurs in the average case”). And fourth, the risk of retaliation was quite real. Defendants are many of the larger names in the CRT-business industry.⁵ A Class Representative could reasonably have been concerned about a backlash from Defendants, reducing that Representative’s business opportunities with respect to products manufactured, sold, or otherwise controlled by Defendants.

Finally, the Court notes that the incentive rewards constitute a very small percentage of the class’ total recover. Given a recovery of over \$127.45 million, a total of \$250,000 spread among ten named plaintiffs is still only 0.196%. C.f. Hopson v. Hanesbrands Inc., 2009 WL 928133, *10 (N.D. Cal. 2009) (approving \$5,000 payment to plaintiff in wage and hour case, representing an unusually high but justified in the circumstances 1.25% of the settlement amount).

When compared to other similar (or smaller) cases in this judicial district, the incentive awards here are well within the range of incentive awards granted by other courts. See Harris, 2012 WL 381202, at *7 (collecting cases); In re High-Tech Employee Antitrust Litig., No. 11-CV-02509-LHK, 2015 WL 5158730, at *18 (N.D. Cal. Sept. 2, 2015) (awarding \$120,000 and \$80,000 to class representatives in a case that settled for \$415 million, noting such awards were in line with “megafund” cases, and collecting cases); Glass v. UBS Fin. Servs., Inc., No. C-06-4068 MMC, 2007 WL 221862, at *17 (N.D. Cal. Jan. 26, 2007) aff’d, 331 F. App’x 452 (9th Cir. 2009) (approving award of \$25,000 per class representative in a six-year case settling for \$45 million where named plaintiffs provided help with informal discovery, insight into an industry, “placed something at risk by putting their names on a complaint against one of the largest brokerage

⁵ For example, Samsung Group, part of the Samsung SDI Defendants, has \$470.2 billion in assets and employs over 425,000 people. See ECF No. 4055 at 18 n.6.

houses in America”); Van Vranken v. Atl. Richfield Co., 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (\$50,000 to a class representative who assisted for four years in a case that settled for \$65.5 million); see also Chu v. Wells Fargo Investments, LLC, Nos. C 05–4526 MHP, C 06–7924, 2011 WL 672645, *5 (N.D. Cal. Feb. 16, 2011) (awarding \$10,000 to two plaintiff representatives involved in case for five years and \$4,000 to three representative plaintiffs participating in case for two years, from a \$6.9 million settlement fund); In re CV Therapeutics, Inc., Sec. Litig., No. C03-3709 SI, 2007 WL 1033478, at *2 (N.D. Cal. Apr. 4, 2007) (awarding \$26,000 for reimbursement of time and expenses pursuant to statutory authority applicable to private securities litigation).

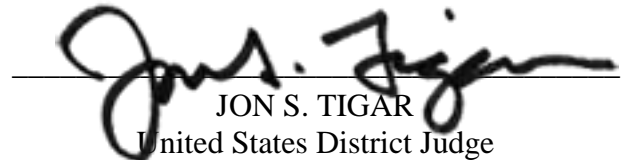
In light of the foregoing, the Court concludes that an award of \$25,000 to each Class Representative is reasonable.

IV. CONCLUSION

The Court hereby ORDERS that the Class Representatives shall each receive an incentive award in the amount of \$25,000, for a total of \$250,000. The incentive awards shall be paid from the Settlement Fund and the interest earned thereon.

IT IS SO ORDERED.

Dated: January 13, 2016


JON S. TIGAR
United States District Judge