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Phelan Piñon Hills Community Services District
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
11

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

Case No. Judicial Council Coordination
Proceeding No. 4408

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

(For Filing Purposes Only: Santa Clara
County Case No.: 1-05-CV-049053)

15 Included Actions:

**PHELAN PIÑON HILLS COMMUNITY
SERVICES DISTRICT'S OPPOSITION
TO WILLIS CLASS' MOTION FOR
COURT ORDER FOR PAYMENT OF
EXPERT WITNESS FEES FOR THE
WILLIS CLASS FOR PHYSICAL
SOLUTION PROCEEDINGS**

16 *Los Angeles County Waterworks District*
No. 40 v.
17 *Diamond Farming Co., et al.*
Los Angeles County Superior Court, Case
18 No. BC 325 201

Date: June 15, 2015
Time: 1:30 p.m.
Place: Santa Clara County Superior Court
191 N. 1st Street, San Jose, CA
Hon. Judge Jack Komar

19 *Los Angeles County Waterworks District*
No. 40 v.
20 *Diamond Farming Co., et al.*
Kern County Superior Court, Case No.
21 S-1500-CV-254-348

Assigned for All Purposes to:
Hon. Jack Komar

22 *Wm. Bolthouse Farms, Inc. v. City of*
23 *Lancaster*
Diamond Farming Co. v. City of Lancaster
24 *Diamond Farming Co. v. Palmdale Water*
Dist.
25 Riverside County Superior Court,
Consolidated Action, Case Nos. RIC 353
26 840, RIC 344 436, RIC 344 668

Date/Time: 08/03-04/15, 10:00 a.m., LASC
(Final Fairness Hearing [Small Pumper/Wood Class
Settlement] and Motion to Admit Alternative
Proposed Physical Solutions into Evidence)
Date/Time: 08/25-27/15, 10:00 a.m., San Jose
(Hearing on claims by Phelan Piñon Hills CSD)
Date/Time: 09/28-10/16/15, 10:00 a.m., TBD
(Prove-up Hearings [evidentiary hearing for a
physical solution])

27 **AND RELATED CROSS-ACTIONS**
28



1 TO THE HONORABLE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF
2 RECORD HEREIN:

3 Cross-Defendant and Cross-Complainant, Phelan Piñon Hills Community Services District
4 (“Phelan Piñon Hills”), submits the following opposition to the Willis Class’ Motion for Court Order
5 for Payment of Expert Witness Fees for the Willis Class for Physical Solution Proceedings filed in the
6 above-entitled action on May 21, 2015 to the extent payment of expert witness fees is sought from
7 Phelan Piñon Hills.

8 **I. THE WILLIS CLASS DOES NOT AND CANNOT SEEK EXPERT WITNESS FEES**
9 **FROM PHELAN PIÑON HILLS.**

10 While the Willis Class seeks payment of expert witness fees from several other parties, the
11 Motion *does not* explicitly seek any fees from Phelan Piñon Hills.

12 The basis for the Motion is as follows: “This Motion is based on the unique circumstances that
13 Willis Class Counsel have been placed in by the Public Water Suppliers in (1) entering into a physical
14 solution that is not consistent with the Willis Class Judgment, (2) submitting to the Court a Case
15 Management Order which obligates the Willis Class to oppose a prove-up of a physical solution and
16 prove a claim of right to produce groundwater in the future, and (3) failing to negotiate and cooperate
17 with Willis Class counsel in order to arrive at a fair and equitable Physical Solution.” (Motion, at
18 2:19-25.) Phelan Piñon Hills has not entered into the physical solution, did not submit the subject
19 Case Management Order, and is not one of the parties that failed to negotiate with Willis Class
20 counsel.

21 Later in the Motion, Willis Class argues: “Had the Public Water Suppliers not reneged on their
22 agreement in the Stipulation of Settlement to support the Willis Class’ correlative right to share in the
23 Native Safe Yield...then the Willis Class would not need expert witnesses to oppose the SPPS and to
24 support its right to pump groundwater in the future as part of an amended SPPS or as part of an
25 alternative proposed physical solution.” (Motion, at 5:19-25.) Again, Phelan Piñon Hills is not one of
26 those Public Water Suppliers that reneged on its agreement with the Willis Class and which is forcing
27 the Willis Class to have to oppose the unacceptable SPPS.

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1 Therefore, Phelan Piñon Hills should not be included as one of the “Public Water Suppliers”
2 from which expert witness fees are ordered.

3 **II. PHELAN PIÑON HILLS DOES NOT HAVE TO CONTRIBUTE TO WILLIS CLASS’**
4 **EXPERT WITNESS FEES.**

5 If the Motion is granted, Phelan Piñon Hills requests that the Court find that other Public
6 Water Suppliers may not seek contribution or similar relief from Phelan Piñon Hills. To allow such
7 would be neither fair nor equitable for Phelan Piñon Hills to be compelled to contribute to those
8 claims.

9 “Equality of liability among persons whose respective situations are not equal is inequitable.”
10 (*Jans v. Nelson* (2003) 83 Cal.App.4th 848, 857.) Phelan Piñon Hills situation is not the same as other
11 parties that imposed what the Willis Class purports to be great burdens on Willis Class and its Counsel
12 for which expert witness fees are necessary. Contribution by Phelan Piñon Hills for those fees would
13 be inequitable given that it has not breached or otherwise obstructed the settlement agreement with the
14 Willis Class.

15 Code of Civil Procedure section 877 (Effect of release, dismissal, or covenant to sue or enforce
16 judgment) allows Phelan Piñon Hills to be released from any such contribution liability. That
17 provision provides:

18 *Where a release, dismissal with or without prejudice, or a covenant not to sue or not to*
19 *enforce judgment is given in good faith before verdict or judgment to one or more* of
20 *a number of tortfeasors claimed to be liable for the same tort, or to one or more other*
co-obligors mutually subject to contribution rights, it shall have the following effect:

21 (a) It shall not discharge any other such party from liability unless its terms so provide,
22 *but it shall reduce the claims against the others in the amount stipulated by the*
release, the dismissal or the covenant, or in the amount of the consideration paid for it,
whichever is the greater.

23 (b) *It shall discharge the party to whom it is given from all liability for any*
24 *contribution to any other parties.* [Emph. added.]

25 Thus, both Code of Civil Procedure section 877 and the 2011 Judgment for the Willis Class
26 discharge Phelan Piñon Hills’ liability for contribution to any other parties for Willis Class expert
27 witness fees. Where an alleged joint tortfeasor, prior to judicial determination of his liability, in good
28 faith settles a claim against him, he is forever discharged of further obligation to claimant and to other


1 joint tortfeasors, by way of contribution or otherwise. (*Stambaugh v. Superior Court* (1976)
2 62 Cal.App.3d 231, 235.) Therefore, Phelan Piñon Hills cannot be obligated to contribute to any
3 expert witness fees awarded to Willis Class Counsel.

4 **III. CONCLUSION.**

5 For the foregoing reasons, Phelan Piñon Hills respectfully requests that if the Court is inclined
6 to grant Willis Class' Motion for Court Order for Payment of Expert Witness Fees for the Willis Class
7 for Physical Solution Proceedings, that the Order exclude Phelan Piñon Hills from the list of parties
8 from which expert witness fees or contribution may be sought.

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10 DATED: June 2, 2015

ALESHIRE & WYNDER, LLP
JUNE S. AILIN
MILES P. HOGAN

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14 By: 
15 JUNE S. AILIN
16 Attorneys for Defendant and Cross-Complainant
17 Phelan Piñon Hills Community Services District
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ALESHIRE &
WYNDER LLP
ATTORNEYS AT LAW



2 **PROOF OF SERVICE**

3 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

4 I, Linda Yarvis,

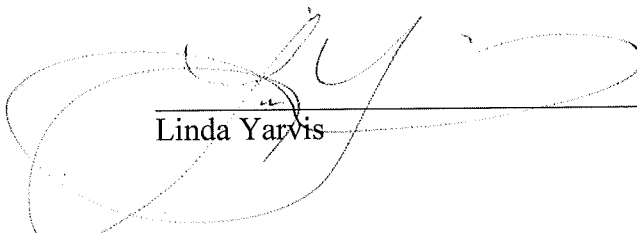
5 I am employed in the County of Orange, State of California. I am over the age of 18 and not a
6 party to the within action. My business address is 18881 Von Karman Avenue, Suite 1700, Irvine, CA
92612.

7 On June 2, 2015, I served the within document(s) described as **PHELAN PIÑON HILLS**
8 **COMMUNITY SERVICES DISTRICT'S OPPOSITION TO WILLIS CLASS' MOTION FOR**
9 **COURT ORDER FOR PAYMENT OF EXPERT WITNESS FEES FOR THE WILLIS CLASS**
FOR PHYSICAL SOLUTION PROCEEDINGS on the interested parties in this action as follows:

10 **BY ELECTRONIC SERVICE:** By posting the document(s) listed above to the Santa Clara
11 County Superior Court website in regard to Antelope Valley Groundwater matter pursuant to the
Court's Clarification Order. Electronic service and electronic posting completed through
12 www.scefiling.org.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct.

14 Executed on June 2, 2015, at Irvine, California.

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17 Linda Yarvis
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