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9 Attorneys for Cross-complainants
10 LITTLEROCK CREEK IRRIGATION DISTRICT, PALM RANCH IRRIGATION DISTRICT, and
11 Defendants NORTH EDWARDS WATER DISTRICT, DESERT LAKE COMMUNITY SERVICES
12 DISTRICT, LLANO DEL RIO WATER CO., LLANO MUTUAL WATER CO., BIG ROCK MUTUAL
13 WATER COMPANY

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

16 Coordinated Proceeding
17 Special Title (Rule 1550(b))

18 ANTELOPE VALLEY GROUNDWATER
19 CASES

20 Included Actions:

21 Los Angeles County Waterworks District No. 40
22 v. Diamond Farming Co. Los Angeles County
23 Superior Court Case No. BC 325201;

24 Los Angeles County Waterworks District No. 40
25 v. Diamond Farming Co., Kern County Superior
26 Court, Case No. S-1500-CV-234348;

27 Wm. Bolthouse Farms, Inc. v. City of Lancaster
28 Diamond Farming Co. v. City of Lancaster v.
Palmdale Water District, Riverside County
Superior Court, Consolidated Actions, Case Nos.
RIC 353840, RIC 344436, RIC 344668

AND RELATED CROSS-ACTIONS

) **Judicial Council Coordination No. 4408**

) Santa Clara Case No. 1-05-CV-049053
) Assigned to the Honorable Jack Komar – Dept. 12

) **LITTLEROCK CREEK IRRIGATION**
) **DISTRICT, PALM RANCH IRRIGATION**
) **DISTRICT, NORTH EDWARDS WATER**
) **DISTRICT, DESERT LAKE COMMUNITY**
) **SERVICES DISTRICT’S MOTION IN**
) **LIMINE 1 TO EXCLUDE WILLIS CLASS’**
) **EVIDENCE AND CROSS-EXAMINATION OF**
) **PWS WITNESSES**

) **DATE: SEPT. 28, 2 015**
) **TIME: 9:00 a.m.**
) **DEPT: 1, LOS ANGELES**

1 PLEASE TAKE NOTICE that on September 28, 2015 at 9 a.m., LITTLE ROCK CREEK
2 IRRIGATION DISTRICT, PALM RANCH IRRIGATION DISTRICT, and Defendants NORTH
3 EDWARDS WATER DISTRICT, DESERT LAKE COMMUNITY SERVICES DISTRICT will move in
4 limine to exclude the Willis Class' evidence and cross-examination on the issues of defaulting parties;
5 Willis Class should not be permitted to offer their own alternative physical solution, and they should not
6 be permitted to object to parties' submission of pumping records.

7 This motion will be based on this notice, the attached memorandum of points and authorities, the
8 authorities cited therein, the Declaration of W. Keith Lemieux with exhibits filed herewith, the court
9 records, and on such matter as may be considered at the hearing.

10 DATED: Sept. 25, 2015

LEMIEUX & O'NEILL

11
12 By: 

13 W. Keith Lemieux

Attorneys for Cross-Complainants

14 LITTLE ROCK CREEK IRRIGATION DISTRICT, PALM
15 RANCH IRRIGATION DISTRICT, and Defendants
16 NORTH EDWARDS WATER DISTRICT, DESERT LAKE
17 COMMUNITY SERVICES DISTRICT

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Standing is a threshold issue, and the Willis Class clearly lacks standing and waived their right to
4 participate in the next phase of trial because they settled their case, and the PWS parties have not named
5 the Willis Class. Accordingly, the court should order as follows:

- 6 • The Willis Class should not be permitted to offer their own separate physical solution,
- 7 • The Willis Class should not be permitted to objection to the submission of pumping
8 records, and
- 9 • The Willis Class should not be permitted to participate in the case concerning defaulting
10 parties.

11 On information and belief, it appears the Willis Class intends to object to parties' groundwater
12 pumping records, intends to offer their own alternative physical solution, and intends to interfere with the
13 case against defaulting parties.

14 **II. STATEMENT OF FACTS**

15 In July, 2010, the Willis Class entered into a settlement agreement with Los Angeles County
16 Waterworks District No. 40; the City of Palmdale; Palmdale Water District; Littlerock Creek Irrigation
17 District No. 40; the City of Palmdale; Palmdale Water District; Littlerock Creek Irrigation District No. 40;
18 Quartz Hill Water District; Littlerock Creek Irrigation District; Palm Ranch Irrigation District; Desert
19 Lake Community Services District; North Edwards Water District; California Water Service Company;
20 Rosamond Community Services District; Phelan Pinon Hills Community Services District of its claims of
21 declaratory relief and allegations related to prescription. Paragraph 18 of the Willis Class judgment
22 enjoins the class from prosecuting, either directly or indirectly, any released claims against the PWS in
23 any form "other than claims to enforce the terms of the Settlement."

24 The Willis Class Action was filed on or about January 11, 2007 to contest certain public entities'
25 claims that those entities had obtained prescriptive rights to a portion of the Basin's groundwater.

26 (Amended Final Judgment Approving Willis Class Settlement, p. 2: 20-23.) Willis sought a declaration

1 Settling Defendants had not obtained prescriptive rights as to her or Willis Class members. The Willis
2 Class settled their claims, and the Amended Final Judgment approving the settlement states, “The
3 Complaint in the Willis Action shall be deemed dismissed with prejudice as soon as the Final Judgment
4 becomes effective under the terms of the Settlement Agreement.” (Amended Final Judgment Approving
5 Willis Class Action Settlement, p. 4:20-21.) The Willis Class Stipulation of Settlement (“Stipulation”)
6 concedes, “Willis acknowledges Defendants may at trial prove prescriptive rights against all groundwater
7 pumping in the Basin during a prior prescriptive period.” (Willis Class Stipulation of Settlement, p. 10,
8 paragraph 2(a).) The Stipulation goes on to state, “The Willis Class will not take any positions or enter
9 into any agreements that are inconsistent with the exercise of the Settling Defendants’ rights.”
10 (Stipulation, p. 10, paragraph 1.)

11 At the prove-up hearing, PWS parties will prove prescription against defaulting parties. The PWS
12 parties have not named the Willis Class in their Cross-Complaints. The Willis Class has no remaining
13 claims of prescription against any other party. Accordingly, the Willis Class lacks standing to cross-
14 examine parties as to their pumping since the Class has no cause of action against any parties except those
15 covered by the Willis Class settlement. The Willis Class settled out those claims and agreed their
16 Complaint will be dismissed with prejudice. (September 22, 2011 Amended Final Judgment.)

17 The Willis Class Stipulation also provides the Willis Class cannot challenge whether PWS parties
18 receive part of a federal reserve right because the Stipulation states, “The Settling Parties agree that the
19 Settling Defendants and the Willis Class Members each have rights to produce groundwater from the
20 Basin’s Federally Adjusted Native Safe Yield.” (Stipulation, p. 10, paragraph D.)

21 The stipulation further provides:

22 “The Willis Class agrees not to challenge or otherwise contest the Native Safe Yield
23 proposed by Settling Defendants as long as it is at least 82,300 acre-feet per year. The
24 Settling Parties understand and agree that, in the absence of stipulation by all parties in the
25 Coordinated Actions, the Court will decide the Basin’s Native Safe Yield following trial,
26 and the Settling Parties agree to be bound by the Court’s determination in that regard even

1 if some or all of them do not participate in such a trial . . .” (Willis Class Stipulation of
2 Settlement, p. 9:4-9.)

3 “The Settling Defendants contend that the best estimate of the Basin’s Total Safe Yield is
4 110,500 acre-feet per year. The Willis Class agrees not to challenge or otherwise contest
5 that estimate. . .” (Willis Class Stipulation of Settlement, p. 9:11-13.)

6 **III. ARGUMENT**

7 The Willis Class admitted in their motion for attorneys’ fees they settled and obtained a judgment
8 on their pleadings. The PWS parties did not name the Willis Class as a party. The Willis Class has no
9 live causes of action against any party. Therefore, they clearly lack standing. Further, their settlement
10 and dismissal bars their participation under the doctrines of waiver and retraxit. Finally, they are barred
11 from challenging the pumping numbers the argument concerning defaulting parties, and are barred from
12 presenting their own separate proposed physical solution.

13 Standing is a threshold requirement to litigate a claim. (*Buckland v. Threshold Enterprises, Ltd.*
14 (2007) 155 Cal.App.4th 798, 813; *Blumhorst v. Jewish Family Services of Los Angeles* (2005) 126
15 Cal.App.4th 993, 1000.) To have standing to sue, a person must ““have a real interest in the ultimate
16 adjudication because [he] has [either] suffered [or] is about to suffer any injury of sufficient magnitude
17 reasonably to assure that all of the relevant facts and issues will be adequately presented.”” (*Martin v.*
18 *Bridgeport* (2009) 173 Cal.App.4th 1024, 1032, citing *Schmier v. Supreme Court* (2000) 78 Cal.App.4th
19 703, 707.) Code of Civil Procedure section 367 states “[e]very action must be prosecuted in the name of
20 the real party in interest, except as otherwise provided by statute.” A real party in interest is one who has
21 “an actual and substantial interest in the subject matter of the action and who would be benefited or
22 injured by the judgment in the action.” (*Friendly Village Community Assn., Inc. v. Silva & Hill Constr.*
23 *Co.* (1973) 31 Cal.App.3d 220, 225.)

24 The PWS parties did not name the Willis Class as a party. The Willis Class is not a party to the
25 case. Therefore, they lack standing, and waived their right to participate at the prove-up. Moreover, the
26 Willis Class’ settlement agreement expressly states they may not challenge the rights of settling parties.

1 The Willis Class agreed their claims would be dismissed with prejudice. A dismissal operates as a
2 complete bar to any future action and has the same legal effect as a common law retraxit. (*Manning v.*
3 *Wymer* (1969) 273 Cal.App.2d 519, 525.) Therefore, the Willis Class cannot relitigate the prescription-
4 related allegations they already settled and agreed to dismiss with prejudice.

5 **IV. CONCLUSION**

6 The Willis Class lacks standing, and has knowingly and voluntarily waived its right to participate
7 in the Prove-up by settling and agreeing to dismiss their claims and refrain from interfering with settling
8 parties' rights. They should be barred from participation in the prove-up as follows:

- 9 • The Willis Class should not be permitted to offer their own separate physical solution,
- 10 • The Willis Class should not be permitted to objection to the submission of pumping
11 records, and
- 12 • The Willis Class should not be permitted to participate in the case concerning defaulting
13 parties.

14 DATED: Sept. 25, 2015

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16 By: 

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