

1 **BEST BEST & KRIEGER LLP**  
ERIC L. GARNER, Bar No. 130665  
2 JEFFREY V. DUNN, Bar No. 131926  
WENDY Y. WANG, Bar No. 228923  
3 18101 VON KARMAN AVENUE, SUITE 1000  
IRVINE, CALIFORNIA 92612  
4 TELEPHONE: (949) 263-2600  
TELECOPIER: (949) 260-0972  
5 Attorneys for Cross-Complainant  
LOS ANGELES COUNTY WATERWORKS  
6 DISTRICT NO. 40

**EXEMPT FROM FILING FEES  
UNDER GOVERNMENT CODE  
SECTION 6103**

7 **OFFICE OF COUNTY COUNSEL**  
COUNTY OF LOS ANGELES  
8 MARK J. SALADINO, BAR NO. 118305  
COUNTY COUNSEL  
9 WARREN WELLEN, Bar No. 139152  
PRINCIPAL DEPUTY COUNTY COUNSEL

10 500 WEST TEMPLE STREET  
LOS ANGELES, CALIFORNIA 90012  
11 TELEPHONE: (213) 974-8407  
TELECOPIER: (213) 687-7337  
12 Attorneys for Cross-Complainant  
LOS ANGELES COUNTY WATERWORKS  
13 DISTRICT NO. 40

14 [See Next Page For Additional Counsel]

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

17 **ANTELOPE VALLEY GROUNDWATER CASES**

18 Included Actions:  
Los Angeles County Waterworks District No. 40 v.  
Diamond Farming Co., Superior Court of  
California, County of Los Angeles, Case No. BC  
19 325201;

20 Los Angeles County Waterworks District No. 40 v.  
Diamond Farming Co., Superior Court of  
21 California, County of Kern, Case No. S-1500-CV-  
22 254-348;

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

26 RICHARD WOOD, on behalf of himself and all  
other similarly situated v. A.V. Materials, Inc., et  
27 al., Superior Court of California, County of Los  
Angeles, Case No. BC509546

Judicial Council Coordination  
Proceeding  
No. 4408

**CLASS ACTION**

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

**PUBLIC WATER SUPPLIERS'  
OPPOSITION TO WILLIS CLASS'  
MOTION TO ENFORCE  
SETTLEMENT AGREEMENT  
WITH DEFENDANT PUBLIC  
WATER SUPPLIERS**

Date: June 15, 2015  
Time: 1:30 p.m.  
Place: Superior Court  
191 North First Street  
San Jose, CA 95113

Dept: 1

1 RICHARDS WATSON & GERSHON  
James L. Markman, Bar No. 43536  
2 355 S. Grand Avenue, 40<sup>th</sup> Floor  
Los Angeles, CA 90071-3101  
3 (213) 626-8484; (213) 626-0078 fax  
Attorneys for City of Palmdale  
4

5 MURPHY & EVERTZ LLP  
Douglas J. Evertz, Bar No. 123066  
6 650 Town Center Drive, Suite 550  
Costa Mesa, CA 92626  
7 (714) 277-1700; (714) 277-1777 fax  
Attorneys for City of Lancaster and Rosamond  
8 Community Services District

9 LEMIEUX & O'NEILL  
W. Keith Lemieux, Bar No. 161850  
10 4165 E. Thousand Oaks Blvd., Ste. 350  
Westlake Village, CA 91362  
11 (805) 495-4770; (805) 495-2787 fax  
Attorneys for Littlerock Creek Irrigation District,  
12 Palm Ranch Irrigation District, Desert Lake Community Services District, North Edwards Water  
District, Llano Del Rio Water Company, Llano Mutual Water Company, and Big Rock Mutual  
13 Water Company

14 LAGERLOF SENEAL GOSNEY & KRUSE  
Thomas Bunn III, Bar No. 89502  
15 301 North Lake Avenue, 10<sup>th</sup> Floor  
Pasadena, CA 91101-4108  
16 (626) 793-9400; (626) 793-5900 fax  
Attorneys for Palmdale Water District  
17

18 CHARLTON WEEKS LLP  
Bradley T. Weeks, Bar No. 173745  
19 1007 West Avenue M-14, Suite A  
Palmdale, CA 93551  
20 (661) 265-0969; (661) 265-1650 fax  
Attorneys for Quartz Hill Water District  
21

22 CALIFORNIA WATER SERVICE COMPANY  
John Tootle, Bar No. 181822  
23 2632 West 237<sup>th</sup> Street  
Torrance, CA 90505  
24 (310) 257-1488; (310) 325-4605 fax  
25  
26  
27  
28

1 Los Angeles County Waterworks District No. 40, City of Palmdale, City of Lancaster,  
2 Rosamond Community Services District, Littlerock Creek Irrigation District, Palm Ranch  
3 Irrigation District, Desert Lake Community Services District, North Edwards Water District,  
4 Palmdale Water District, Quartz Hill Water District, and California Water Service Company  
5 (collectively, “Public Water Suppliers”) hereby submit their opposition to the Willis Class Motion  
6 to Enforce Settlement Agreement with Defendant Public Water Suppliers (“motion”).

7 The motion is another attempt by the Willis Class to try its objections to the proposed  
8 Wood Class Settlement Agreement or the Proposed Judgment and Physical Solution (“Proposed  
9 Physical Solution”) before the trial scheduled by the Court. The crux of the motion is a Willis  
10 Class argument that the Proposed Physical Solution somehow contradicts the written settlement  
11 agreement between the Public Water Suppliers and the Willis Class (the “Willis Class Settlement  
12 Agreement”). The argument was made by the Willis Class in its written opposition to the Wood  
13 Class Motion for Preliminary Approval of the Wood Class Settlement and Opposition to  
14 Stipulated Proposed Judgment and Physical Solution. The argument is wrong and now is not the  
15 time to hear Willis Class objections, again, to the Wood Class Settlement and the Proposed  
16 Physical Solution.

17 Paragraph 5.1.2. of the Proposed Solution provides, “This Judgment is consistent with the  
18 Non-Pumper Class [Willis Class] Stipulation of Settlement and Judgment.” (Declaration of  
19 Jeffrey V. Dunn (“Dunn Decl.”) at Ex. “A” [Proposed Physical Solution], p. 16.) For the Court to  
20 make that finding, the Settling Parties will have to establish during the prove-up trial that,  
21 contrary to the Willis Class’ contentions, the Public Water Suppliers did not breach the Willis  
22 Settlement.

23 The Court has scheduled a deadline (July 17, 2015) for discovery relating to objections to  
24 the Proposed Physical Solution and a hearing date (August 3, 2015) for the final approval of the  
25 Wood Class Settlement Agreement and the Proposed Physical Solution. (Dunn Decl. Ex. “B”  
26 [Second Amended Case Management Order], ¶¶5-6.) The Court should not, as the Willis Class  
27 is, in effect, requesting, amend its prior case management order and determine the merit of the  
28

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
18101 VON KARMAN AVENUE, SUITE 1000  
IRVINE, CALIFORNIA 92612


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

Wood Class Settlement Agreement and Proposed Physical Solution approximately one month before the discovery cut-off and two months before the scheduled trial and hearing date.

For the above reasons, the Court should deny the motion.

Dated: June 2, 2015

BEST BEST & KRIEGER LLP

By   
ERIC L. GARNER  
JEFFREY V. DUNN  
WENDY Y. WANG  
Attorneys for  
LOS ANGELES COUNTY  
WATERWORKS DISTRICT NO. 40

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
18101 VON KARMAN AVENUE, SUITE 1000  
IRVINE, CALIFORNIA 92612

**PROOF OF SERVICE**

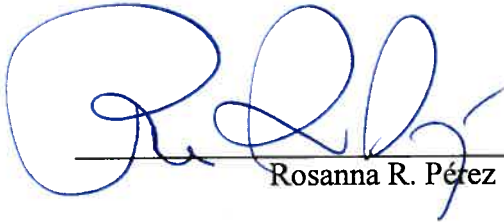
I, Rosanna R. Pérez, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 300 S. Grand Avenue, 25th Floor, Los Angeles, California 90071. On June 2, 2015, I served the within document(s):

**PUBLIC WATER SUPPLIERS' OPPOSITION TO WILLIS CLASS' MOTION TO ENFORCE SETTLEMENT AGREEMENT WITH DEFENDANT PUBLIC WATER SUPPLIERS**

by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 2, 2015, at Los Angeles, California.

  
\_\_\_\_\_  
Rosanna R. Pérez

26345.00000\9802911.1