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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 **ANTELOPE VALLEY**
12 **GROUNDWATER CASES**

13 This Pleading Relates to Included Action:
14 REBECCA LEE WILLIS, on behalf of herself
and all others similarly situated,

15 Plaintiff,

16 vs.
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18 LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40; CITY OF LANCASTER;
19 CITY OF LOS ANGELES; CITY OF
PALMDALE; PALMDALE WATER
20 DISTRICT; LITTLEROCK CREEK
IRRIGATION DISTRICT; PALM RANCH
21 IRRIGATION DISTRICT; QUARTZ HILL
WATER DISTRICT; ANTELOPE VALLEY
22 WATER CO.; ROSAMOND COMMUNITY
SERVICE DISTRICT; MOJAVE PUBLIC
23 UTILITY DISTRICT; and DOES 1 through
1,000;

24 Defendants.
25

) RELATED CASE TO JUDICIAL
) COUNCIL COORDINATION
) PROCEEDING NO. 4408
)

) PLAINTIFF REBECCA WILLIS'
) COMMENTS RE PROPOSED
) MANDATORY SETTLEMENT
) CONFERENCE
)

) Date: May 6, 2009
) Time: 9:00 a.m.
) Dept: 17C (Santa Clara)
) Judge: Hon. Jack Komar
) Coordination Trial Judge
)

26 Much as we are interested in settling this matter and appreciate the Court's willingness to
27 facilitate a settlement, Plaintiff Willis and the Class respectfully submit that the proposed
28 Mandatory Settlement Conference scheduled by the Court for May 13, 2009 is not appropriate.

1 **I. ISSUES RAISED BY PROPOSED SETTLEMENT CONFERENCE**

2 We recognize that this Court is very familiar with the case and therefore uniquely suited
3 to helping the parties settle. But Plaintiff Willis believes there are two fundamental problems
4 with regard to this Court holding a settlement conference. First, as other parties have noted,
5 given that the Court will be the trier of fact at least as to certain issues, we believe it
6 inappropriate for the Court to engage directly in efforts to mediate this dispute. It would simply
7 open the door for reversal of any settlements and/or decisions that might follow.

8 Second, with regard to the Willis Class and the Wood Class, the Court must ultimately
9 hold a fairness hearing on any proposed settlement. We believe that it would be impossible for
10 any such fairness hearing to be perceived as truly fair (and probably also grounds for appeal of
11 any such settlement) if the settlement at issue were one that the Court itself mediated.
12 Accordingly, we are concerned that it would ultimately be counterproductive for the Court to
13 directly involve itself in settlement negotiations, particularly with respect to the Classes.

14 **II. POTENTIAL RESOLUTION**

15 We respectfully suggest that the Court ask one of its colleagues to help the parties resolve
16 their differences. We are prepared to attend such a conference on May 13 or at any other
17 mutually convenient time.

18 Dated: April 30, 2009

KRAUSE KALFAYAN BENINK
& SLAVENS LLP

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/s/Ralph B. Kalfayan
Ralph B. Kalfayan, Esq.
David B. Zlotnick, Esq.
Attorneys for Plaintiff and the Class

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