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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**

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

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

) PLAINTIFF REBECCA WILLIS' CASE
) MANAGEMENT CONFERENCE
) STATEMENT

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

) Date: January 15, 2010
) Time: 9:00 a.m.
) Dept: 17 (Santa Clara)
) Judge: Hon. Jack Komar
Coordination Trial Judge
)
)
)

24 Defendants.
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26 The Willis Class respectfully submits the following status conference statement.

27 As we have previously advised the Court, in early September the Willis Class reached an
28 agreement in principle to settle this litigation with the public water suppliers (Suppliers) and the

1 United States. Willis counsel prepared a draft agreement in October and received suggested
2 changes from the Suppliers last month to which we have responded. There are a handful of
3 material differences between the parties, but we are hopeful that those matters can be resolved in
4 the near future.

5 Willis has opposed the pending consolidation motion because we view consolidation as
6 unnecessary and potentially jeopardizing the proposed settlement. As the Court is aware, Rule
7 3.769(h) of the Rules of Court provides that “[i]f the court approves the [class action] settlement
8 agreement after the final approval hearing, the court must make and enter judgment. The
9 judgment must include a provision for the retention of the court’s jurisdiction over the parties to
10 enforce the terms of the judgment.” Complete consolidation of this action with the other
11 pending cases may interfere with the Court’s ability to enter judgment approving the Willis
12 settlement.

13 We understand the Suppliers’ concern that the Willis Class be included within an
14 ultimate physical solution, but believe that can be accomplished through an appropriate provision
15 in the settlement agreement and the Court’s continuing jurisdiction over this matter.

16 Willis does not oppose consolidation for purposes of a safe yield trial assuming such trial
17 is scheduled for this summer and not further postponed.

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19 Dated: January 11, 2010

KRAUSE KALFAYAN BENINK
& SLAVENS LLP

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