

1 Ralph B. Kalfayan, SBN133464  
David B. Zlotnick, SBN 195607  
2 KRAUSE, KALFAYAN, BENINK  
& SLAVENS LLP  
3 625 Broadway, Suite 635  
San Diego, CA 92101  
4 Tel: (619) 232-0331  
Fax: (619) 232-4019

5 Attorneys for Plaintiff and the Class  
6  
7  
8

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

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

) JUDICIAL COUNCIL COORDINATION  
) PROCEEDING NO. 4408

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

) CASE NO. BC 364553

16 Plaintiff,

) **DECLARATION OF RALPH B.**  
) **KALFAYAN IN SUPPORT OF MOTION**  
) **FOR ORDER GRANTING FINAL**  
) **APPROVAL OF CLASS ACTION**  
) **SETTLEMENT**

17 vs.

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

) Date: February 24, 2010  
) Time: 10:00 a.m.  
) Dept: 1  
) Judge: Hon. Jack Komar  
Coordination Trial Judge

25 Defendants.

26 I, Ralph B. Kalfayan, declare and state as follows:

27 1. I am a partner at the law firm of Krause Kalfayan Benink & Slavens,  
28

1 counsel for the Willis Class in the above captioned matter. I submit this declaration in  
2 support of Plaintiffs' Motion for Final Approval of the Settlement between the Willis  
3 Class and the Public Water Suppliers ("PWS"). The matters stated herein are true to  
4 the best of my own personal knowledge and, if called upon as a witness to testify  
5 thereto, I would and could competently do so.

6  
7 2. Class Plaintiff Rebecca Lee Willis has entered into a Stipulation of  
8 Settlement (the "Stipulation") with Defendants Los Angeles County Waterworks District  
9 No. 40, City of Palmdale, Palmdale Water District, Littlerock Creek Irrigation District,  
10 Palm Ranch Irrigation District, Quartz Hill Water District, California Water Service  
11 Company, Rosamond Community Service District, Phelan Pinon Hills Community  
12 Services District, Desert Lake Community Services District, and North Edwards Water  
13 District (collectively, the "Settling Defendants"), subject to Court approval and other  
14 conditions set forth in the Stipulation. A true and correct copy of the Stipulation of  
15 Settlement is attached hereto as Exhibit A.

16  
17 3. I am informed that the Settling Defendants have mailed the Court  
18 approved Notice to the over 65,000 class members and have published a summary  
19 notice in three local newspapers.

20 4. We have received telephone calls and e-mails from a significant number  
21 of class members with respect to the proposed settlement. Their response has been  
22 overwhelmingly positive. To date, no objections have been filed with the Court, and few  
23 Class members have raised any concerns regarding the settlement which have since  
24 been addressed.

25  
26 5. Class counsel has engaged in extensive discovery and legal research  
27

1 concerning the issues raised in this matter. This Settlement came to fruition only after  
2 years of discovery and highly contested law and motion proceedings, which educated  
3 both sides to the strengths and weaknesses of their claims. Plaintiff reviewed and  
4 analyzed many thousands of pages of documents produced by Defendants, and  
5 counsel engaged in extensive research and briefing of the factual and legal issues.  
6 Based on this extensive discovery and legal and factual analysis, Class counsel were  
7 well situated to assess the strengths and weaknesses of the claims and defenses and  
8 negotiate an appropriate settlement.  
9

10 6. Further, we have regularly consulted with an experienced water law  
11 expert, Greg James, over the last several years, including with respect to the  
12 negotiation of the agreement presently before the Court.

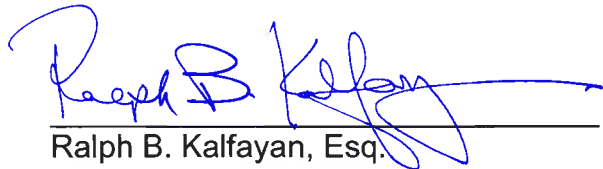
13 7. The settlement before the Court was the product of arms' length  
14 negotiations. Prior to reaching the present settlement, the parties engaged in extensive  
15 settlement efforts overseen by an experienced water-law expert, Bill Dendy. They  
16 continued to talk thereafter, but were only able to reach an agreement in principle  
17 through the mediation efforts of the Honorable Ronald Robie in September 2009.  
18 Thereafter, the parties negotiated the language of the Stipulation of Settlement and  
19 accompanying documents over a period of some six months. It cannot be disputed that  
20 this agreement was the product of arms' length negotiations.  
21

22 8. We believe that the Settlement is fair to all concerned – including the non-  
23 settling parties. In particular, we believe the Settlement is fair and reasonable to the  
24 Class.  
25

26 9. We have agreed to and will cooperate in the development and  
27  
28

1 implementation of a Physical Solution for the Basin consistent with the terms of the  
2 Settlement.

3 I declare under penalty of perjury and under the laws of the State of California  
4 that the foregoing is true and correct. Executed on 21th day of January, 2011, in San  
5 Diego, California.

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

Ralph B. Kalfayan, Esq.