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8 Consulting Attorney for Plaintiff and the Class

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

11 ANTELOPE VALLEY GROUNDWATER CASES

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

15 Plaintiff,

16 v.

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

27 Defendants.

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4408

Case No. BC 364553

**SUPPLEMENTAL DECLARATION OF
GREGORY L. JAMES IN SUPPORT OF
PLAINTIFF'S REPLY MEMORANDUM
IN SUPPORT OF APPLICATION FOR
AN AWARD OF ATTORNEYS' FEES IN
REPOSE TO THE OPPOSITION FILED
BY COUNTY WATERWORKS DISTRICT
NO. 40 AND OPPOSITION FILED BY
OTHER PARTIES**

Date: March 22, 2011

Time: 9:00 a.m.

Department: CCW

Judge: Honorable Jack Komar

1
2 **I, GREGORY L. JAMES declare:**

3 1. The facts set forth in this Supplemental Declaration are based on my personal knowledge and if
4 called as a witness, I could and would competently testify thereto under oath. As to those matters that
5 reflect and opinion, they reflect my personal opinion and judgment upon the matter.

6 2. This Supplemental Declaration is made in support of Plaintiff's Reply Memorandum in Support
7 of Application for an Award of Attorneys' Fees in Response to the Opposition Filed by County
8 Waterworks District No. 40 and to opposition filed by other parties.

9 3. Since April 4, 2008, I have served as consulting attorney, primarily on water law issues involved
10 in this litigation, to Krause, Kalfayan, Benink & Slavens LLP, attorneys for the Plaintiff Class.

11 4. I am an attorney admitted to practice before all courts of the State of California, the United States
12 Supreme Court, the Ninth Circuit Court of Appeals, the Federal District Court for the Central District of
13 California, the Federal District Court for the Eastern District of California and the Federal District Court
14 for the Southern District of California.

15 5. My office is located in Crowley Lake, California where my practice includes representation of
16 public agencies, individuals and organizations.

17 6. I am a 1972 graduate of the University of California Los Angeles School of Law.

18 7. Since 1977, a large part of my practice has been devoted to water rights and water resources law.
19 From 1977 to 2004, I primarily represented the County of Inyo in litigation with the City of Los Angeles
20 concerning water rights and water resources issues in the Owens Valley of California. I also represented
21 the County of Inyo on other water rights and water resources issues including proposals for the export of
22 groundwater from the Eastern Sierra region and applications by the Southern Nevada Water District to
23 extract and export groundwater from Southern and Eastern Nevada. During this period, I served as a
24 Deputy District Attorney-Civil, Assistant County Counsel, County Counsel and Special Counsel for
25 Natural Resources. From 1981 until 2004, in addition to serving as an attorney for the County of Inyo, I
26 served as Director of the Inyo County Water Department.

27 8. In 2004, I retired as the Director of the Inyo County Water Department; however, since then, I
28 have continued to represent the County of Inyo on water rights and water resource issues involving the

1 City of Los Angeles and other as well as on other natural resource and environmental issues. Also, since
2 2004, I have represented other organizations and individuals on water rights, water resource,
3 environmental and other issues.

4 9. Krause, Kalfayan, Benink & Slavens' ability to recover the reasonable value of their services is
5 contingent upon this Court awarding a fully compensatory fee award. Consequently, the financial
6 arrangements between me and Krause, Kalfayan, Benink & Slavens are primarily contingent. In accepting
7 work in this litigation, I understood that Krause, Kalfayan, Benink & Slavens had limited financial
8 resources to pay the costs and fees associated with this litigation. Krause, Kalfayan, Benink & Slavens'
9 ability to pay the reasonable market value of my services is contingent upon this Court awarding a fully
10 compensatory fee award.

11 10. I was aware that, due to Krause, Kalfayan, Benink & Slavens' limited ability to pay, the only way
12 that I would be fairly compensated for my work on this litigation was to achieve a successful result in the
13 litigation that conferred a substantial public benefit. Thus, I recognized in accepting work on this
14 litigation that there was a risk of sustaining financial losses if the Plaintiff Class did not prevail. Despite
15 the risk involved in accepting work on this litigation, I decided to accept the work because of the public
16 interest nature of the litigation and the importance of the issues in the litigation.

17 11. In its Opposition to Motion for An Award of Attorney's Fees filed by Los Angeles County
18 Waterworks District No. 40, in 2009, the Waterworks District urges the Court to reduce the amount of the
19 hourly fee sought for my services. In its opposition, the Waterworks District correctly notes that in 2009,
20 the County of Inyo retained my services at an agreed upon rate of \$140.00 plus expenses. In 2010, this
21 rate was increased to \$155.00 per hour plus expenses for water related work and \$ 185.00 per hour for
22 water and other work related to challenging the safety of the proposed high level nuclear waste repository
23 located approximately 13 miles upstream from Inyo County. Some of the reasons for the relatively low
24 hourly rate with the County of Inyo are that the work is consistent, non-contingent, the County promptly
25 pays my monthly invoices and I receive other, retirement-based, compensation from the County.

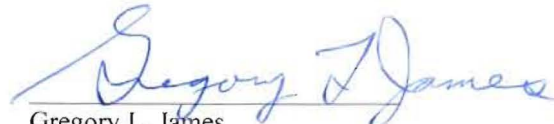
26 12. With regard to public interest litigation dependent upon a contingent fee with which I have been
27 involved, beginning in 2005, I served as co-counsel in the case of *Save Our Peninsula v. County of*
28 *Monterey*. This large land development case involved violations of the California Environmental Quality
Act, the California General Planning Law, and involved water and other issues. My co-counsel and I

1
2 received no fees from our client, and the payment of attorneys' fees was contingent on an award of fees
3 under section 1021.5 of the California Code of Civil Procedure. In 2008, the case settled, and I received a
4 fee payment of approximately \$52,000.00 based upon an hourly rate of \$435.00 per hour.

5 13. In non-contingency, non-litigation legal matters, since 2004, my legal fees for assisting, mutual
6 water companies, community service districts supplying water and large land owners on water rights
7 issues have ranged from \$150.00 per hour to \$225.00 per hour.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct in all respects and that if called as a witness, I could and would competently testify
10 thereto.

11 Executed this 15 day of March, 2011 at Crowley Lake, California.

12
13 
14 Gregory L. James