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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 ANTELOPE VALLEY)
13 GROUNDWATER CASES)

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

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

) The Honorable Jack Komar
) Coordination Trial Judge
)

17 Plaintiff,

) WILLIS' CLASS' STATUS
) CONFERENCE STATEMENT
)

18 vs.

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

) DATE: May 23, 2014
) TIME: 9:30 a.m.
) PLACE: Telephonic
) JUDGE: Hon. Jack Komar
)

Defendants.)

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25 The Willis class respectfully submits the following status conference statement in connection
26 with the forthcoming status conference.
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1 As explained in earlier case management conference statements, Willis continues to monitor
2 the case with limited involvement but plans to participate in a physical solution provided it is
3 consistent with the terms contained in the Stipulation of Settlement entered into between the class
4 and all the public water suppliers. The reasons for the Class' limited involvement are as follows: (1)
5 the Willis Class has completely resolved all of its claims against all the public water suppliers and
6 there are no present pending claims against Willis; (2) the Willis Class is not aware of any party that
7 is adverse to the Class or any party that has asserted a claim seeking to reduce or eliminate the
8 correlative groundwater rights of the class; (3) the public water suppliers insisted on a contractual
9 term in the Stipulation of Settlement that precludes Willis from seeking future attorneys' fees and
10 costs against them except under certain limited circumstances; (4) the Order of consolidation entered
11 on February 24, 2010 provides that no party may seek fees or costs from another party where they are
12 not involved in the particular actions; (5) the landowners have consistently taken the position that
13 they are not adverse to the Willis class; and (6) the public water suppliers contend that they have no
14 further dispute with Willis. In short, Willis has no adversary.

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16 The Court was recently informed of a proposed settlement reached among the parties in this
17 litigation. A minute order dated April 4, 2014 advised that the parties had represented to the court
18 "they reached a global settlement – a physical solution and management plan for the basin – which
19 will take 8 weeks to finalize with various clients and governing board." The Court should be aware
20 that Willis class counsel was not consulted in the making of this proposed settlement nor was class
21 counsel involved in negotiating any of its terms. Should the proposed settlement include terms that
22 bind Willis, class counsel plans to review those terms in order to ensure that they are consistent with
23 the judgment that approved the Willis Stipulation of Settlement.

24 The court will recall that the Stipulation provides, in pertinent part, that: "*The Settling Parties*
25 *agree that the Willis Class Members have an overlying Right to a correlative share of 85% of the*
26 *Federally Adjusted Native Safe Yield for reasonable and beneficial uses on their overlying land free*
27 *of Replacement Assessment. The Settling Defendants will not take any positions or enter into any*
28

1 *agreements that are inconsistent with the exercise of the Willis Class Members' Overlying Right to*
2 *produce and use their correlative share of 85% of the Basin's Federally Adjusted Native Safe Yield."*

3 If the proposed settlement interferes with the Willis Class' rights under the Stipulation of Settlement
4 the Class will be compelled to voice its objection.

5 The public water suppliers indicated that a copy of the proposed settlement would be shared
6 with Willis Class counsel once the material terms were finalized. To date, Willis class counsel has
7 not received a copy of the proposed settlement nor are we aware of its material terms. We look
8 forward to receiving that agreement and hope that it will be consistent with the terms of the Willis
9 settlement. Accordingly, Willis will continue to limit its participation absent some attempt to
10 interfere with the Class' rights.

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12
13 Dated: May 19, 2014

KRAUSE KALFAYAN BENINK
& SLAVENS LLP

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16 /s/ Ralph Kalfayan
Ralph B. Kalfayan, Esq.

17 Attorney for Plaintiff and the Class
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PROOF OF SERVICE

I, Amanda Friedman, declare:

I am a citizen of the United States and employed in San Diego County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Krause Kalfayan Benink & Slavens, LLP 550 West C Street, Suite 530, San Diego, California 92101. On May 19, 2014, I caused the foregoing document(s):

WILLIS' CLASS' STATUS CONFERENCE STATEMENT

to be served on the parties in this action, as follows:

(BY ELECTRONIC SERVICE) by posting the document(s) listed above to the Santa Clara County Superior Court website: www.scefilings.org regarding the Antelope valley Groundwater matter.

(BY U.S. MAIL) I am readily familiar with the firm's practice of collection and processing of documents for mailing. Under that practice, the above-referenced document(s) were placed in sealed envelope(s) addressed to the parties as noted above, with postage thereon fully prepaid and deposited such envelope(s) with the United States Postal Service on the same date at San Diego, California, addressed to:

(BY FEDERAL EXPRESS) I served a true and correct copy by Federal Express or other overnight delivery service, for delivery on the next business day. Each copy was enclosed in an envelope or package designed by the express service carrier; deposited in a facility regularly maintained by the express service carrier or delivered to a courier or driver authorized to receive documents on its behalf; with delivery fees paid or provided for; addressed as shown on the accompanying service list.

(BY FACSIMILE TRANSMISSION) I am readily familiar with the firm's practice of facsimile transmission of documents. It is transmitted to the recipient on the same day in the ordinary course of business.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct

(FEDERAL) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Amanda M. Friedman

Amanda M. Friedman