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

11 **ANTELOPE VALLEY GROUNDWATER  
12 CASES**

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

17 *Plaintiffs,*

18 v.

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

*Defendants.*

RELATED CASE TO JUDICIAL COUNCIL  
COORDINATION PROCEEDING NO. 4408

**WILLIS CLASS' THIRD SUPPLEMENTAL  
OBJECTIONS TO THE PROPOSED  
STATEMENT OF DECISION AND  
PROPOSED JUDGMENT**

Date: December 23, 2015

Time: 10:00 a.m.

Place: Los Angeles County Superior Court,  
Room 222, 111 North Hill Street  
Los Angeles, California 90012

Judge: Hon. Jack Komar

1 The Willis Class respectfully submits this third set of Supplemental Objections to the events  
2 that occurred at the hearing on objections to the Proposed Statement of Decision and Proposed  
3 Judgment that was heard on Wednesday, December 23, 2015 at 10:00 a.m. in Room 222, 2nd Floor,  
4 Mosk Courthouse, 111 N. Hill Street, Los Angeles, California, 90012. As the matter was not  
5 reported, Willis Class seeks to make its objections clear on the record.  
6

7 At the hearing, the Court instructed counsel for District 40 to prepare and insert language  
8 in the Statement of Decision regarding the Willis Class allocation under the Stipulated Proposed  
9 Physical Solution. District 40 prepared the language and the Court adopted it as part of its  
10 Statement of Decision. The language inserted in the Statement of Decision, at page 25 lines 15 to  
11 25 is as follows: “Nothing in this Decision, Final Judgment, or Physical Solution alters the agreed  
12 upon allocations between the Public Water Suppliers and the Willis Class. That relationship has  
13 no impact on the Court’s duty to impose a Physical Solution that protects the Basin.” This language  
14 is objectionable for several reasons.  
15

16 The inserted statement is inaccurate. As was noted in the Willis Class’ objections that were  
17 filed before the December 23<sup>rd</sup> hearing, the Physical Solution adopted by the Court allocates more  
18 than 15% of the Native Safe Yield (“NSY”) to the Public Water Suppliers (“PWS”) and  
19 extinguishes the rights of the Willis Class to use any part of the NSY in the future. Thus, the  
20 Physical Solution alters the agreed upon allocations between the PWS and the Willis Class.  
21 Further, in the Willis Judgment, the PWS agreed that the Willis Class would share correlatively the  
22 remaining 85% of the NSY. Under the Proposed Physical Solution, the Willis Class has no access  
23 what-so-ever to the NSY and is left only with imported water (if it is ever available).  
24

25 Further, the relationship between the PWS and the Willis Class was finalized by Willis  
26 Judgment in 2011. That judgment has res judicata effect on the parties and this Court. The Class  
27  
28

1 relied on the Court's judgment and did not agree to be bound by a physical solution that is  
2 inconsistent with the provisions of the Willis Judgment.

3 Willis Class counsel raised additional objections to the Proposed Statement of Decision and  
4 Proposed Judgment at the hearing. The Willis Class argued that the following matters were not  
5 addressed properly in the Proposed Statement of Decision and Proposed Judgment: (1) the  
6 unreasonableness of imposing the twelve regulatory steps on new pumping by Willis Class  
7 members; (2) the permanency of the allocation of groundwater rights to all overlying landowners  
8 and appropriators and its impact on the Willis Class; (3) the transfer, sale, carryover, and return  
9 flow provisions and their impact on the Willis Class; and, finally, (4) the breach by the PWS of the  
10 Willis Class Stipulation of Settlement and resulting 2011 Willis Class Judgment. The Court  
11 overruled all Willis Class objections made at the hearing.  
12

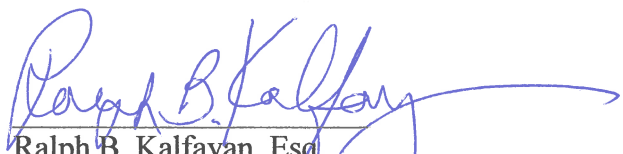
13  
14 Lastly, the Court allocated 200 afy to Robar Enterprises, Inc., Hi-Grade Materials Co., and  
15 CIR, a general partnership in the judgment without evidence and based solely on stipulation by  
16 various stipulating parties. The Willis Class objects to Court's allocation of water without trial or  
17 evidence.  
18

19 Respectfully submitted,

20 Dated: December 23, 2015

KRAUSE KALFAYAN BENINK & SLAVENS, LLP

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22  
23 By:

  
24 Ralph B. Kalfayan, Esq.  
25 Class Counsel for the Willis Class  
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