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6 Class Counsel for the Willis Class

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

10 ANTELOPE VALLEY GROUNDWATER
11 CASES

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

14 *Plaintiffs,*

15 v.

16
17 LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40; CITY OF LANCASTER;
18 CITY OF PALMDALE; PALMDALE
WATER DISTRICT; LITTLEROCK CREEK
19 IRRIGATION DISTRICT; PALM RANCH
IRRIGATION DISTRICT; QUARTZ HILL
20 WATER DISTRICT; ANTELOPE VALLEY
WATER CO.; ROSAMOND COMMUNITY
21 SERVICE DISTRICT; PHELAN PINON
HILL COMMUNITY SERVICE DISTRICT;
22 and DOES 1 through 1,000;

23 *Defendants.*

RELATED CASE TO JUDICIAL COUNCIL
COORDINATION PROCEEDING NO. 4408

CASE NO. BC364553

**DECLARATION OF RALPH B.
KALFAYAN IN SUPPORT OF WILLIS
CLASS' SECOND SUPPLEMENTAL
MOTION FOR ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES, AND
CLASS REPRESENTATIVE INCENTIVE
AWARD**

Date: March 21, 2016
Time: 1:30 P.M.
Place: San Jose Superior Court
191 North First Street
San Jose, CA 95113

Judge: Hon. Jack Komar

24
25 I, Ralph B. Kalfayan, declare and state as follows:

26 1. I am a partner at the law firm of Krause, Kalfayan, Benink & Slavens ("KKBS"),
27 Class Counsel for the Willis Class in the above captioned matter. I submit this declaration in
28 support of Plaintiff's Second Supplemental Motion for Attorneys' Fees, Reimbursement of

1 Expenses, and Class Representative Incentive Award (the “Motion”). The matters stated herein are
2 true and correct to the best of my own personal knowledge and, if called upon as a witness to testify
3 thereto, I would and could competently do so.

4 2. The purpose of this declaration is to summarize the work performed by my firm and
5 the law office of Mr. Greg James after the May 2011 Willis Class Judgment. No work performed
6 in connection with the 2011 appeal of the attorneys’ fees and costs issues is included in this Motion.
7 In addition, all hours incurred by counsel for travel related to the case were billed at a reduced rate
8 of \$250.00 per hour. As counsel for Plaintiff David Estrada and the Willis Class (“Class Counsel”),
9 my firm has been intimately involved in all aspects of this litigation from the outset of the Class
10 case to the present.

11 3. I am an attorney admitted to practice before all of the courts of the State of
12 California, the Federal District Courts for the Northern District of California, Central District of
13 California, and Southern District of California, and the Ninth Circuit Court of Appeals. My firm
14 is located in Southern California and specializes in complex class action litigation. I have been a
15 partner of KKBS for the past twenty years. Prior to joining KKBS, I was a partner at the law firm
16 of Borton, Petrini & Conron (“BPC”) where I specialized in business litigation for over six (6)
17 years. Before BPC, I was a tax attorney at the national accounting firm of Arthur Anderson & Co.
18 I am a 1985 graduate of the University of San Diego School of law. A true and correct copy of the
19 firm resume is attached to this Motion as *Exhibit 1* to the Notice of Lodgment (“NOL”).

20 4. Over my career I have successfully litigated numerous complex class action cases
21 including but not limited to: *Marsh vs. Blue Cross*, San Diego County Superior Court case #; 37-
22 2007-00077967-CU-BC-CTL; *In re Wholesale Electricity Cases*, JCCP 4204; *In re Natural Gas*
23 *Antitrust Consumer cases I, II, III, IV, and V*, JCCP 422; *In re Natural Gas Antitrust Commodity*
24 *cases*, US District Court Southern District of New York, 03-CV-6186; *In re Tricor Antitrust*
25 *Litigation*, US District Court Southern District of Delaware, Case No. 05-360 (SLR); and *Gilley*
26 *vs. Arco, et al.*, US District Court Southern District of California Case No. 98-cv-132 (BTM).

27 5. My current active caseload includes complex class action cases that I have been
28

1 precluded from working on over the past twenty months due to the workload demands required in
2 the Antelope Valley Groundwater adjudication. Over the past eighteen months I have devoted a
3 substantial amount of time and my own personal funds in this case. My aforementioned caseload
4 includes: *In re Cipro Cases I and II*, California Superior Court County of San Diego, JCCP Nos.
5 4154 and 4220 (representing California consumers in an antitrust case against drug companies for
6 their agreement to delay a generic entry of Cipro - the California Supreme Court reversed the lower
7 courts' decisions and the case is presently set for trial in October 2016); *Villa v. San Francisco*
8 *Forty Niners Ltd. et al.*, US District Court Northern District of California, Case No. 5:12-cv-05481-
9 EJD (representing California consumers in an overcharge case against the NFL and its teams in
10 connection with their sale of NFL products - a significant amount of discovery was recently
11 completed and the parties are presently in discussion for resolution of the case); and *Adel Tawfilis,*
12 *DDS d/b/a Carmel Valley Center For Oral and Maxillofacial Surgery and Hamid A. Towhidian,*
13 *M.D. v. Allergan, Inc.*, US District Court Central District of California , Case No. 15-cv-00307-
14 JLS (representing a nationwide class of direct purchasers in an antitrust case against Allergan- the
15 case is presently set for trial in April 2017). In each one of these cases, I have forgone opportunities
16 for work so that I can fulfill my duties to the Class and the Court.

17 **I. INTRODUCTION**

18 6. The Antelope Valley groundwater adjudication is the largest groundwater
19 adjudication in the State of California. The case involves two large class actions, a non-pumper
20 class and a small pumper class; covers over 1,000 square miles of land; and, includes many
21 stakeholders such as large and small agricultural landowners, the United States Edwards Air Force
22 Base, mutual water companies, Public Water Suppliers, the State of California, other public entities,
23 and one of the largest importer of State Water Project, AVEK. The land owned by the Willis Class,
24 or non-pumper class, alone, encompasses over 531,000 acres, and includes over 65,000-landowner
25 parcels that have never pumped groundwater from the groundwater basin. The coordinated and
26 consolidated cases sought to resolve the groundwater problems that have troubled landowners and
27 public entities in the entire Antelope Valley for years.

28

1 7. In 2011, the Court entered a judgment resolving all claims between the Willis Class
2 and the Public Water Suppliers (“Willis Class Judgment”). Attached as *Exhibit 2* to the NOL is a
3 true and correct copy of the 2011 Willis Class Judgment. As part of the settlement and judgment,
4 the Willis Class agreed to be part of a physical solution but only if it was consistent with the terms
5 of the settlement. A true and correct copy of the Willis Class Stipulation of Settlement is attached
6 as *Exhibit 3* to the NOL. Under paragraphs VIII.D.(a), (b) and (c) of the Judgment, Class Counsel
7 is entitled to seek attorneys’ fees and costs after entry of final judgment for either (a) any reasonable
8 and appropriate efforts to enforce the Stipulation of Settlement; or (b) any reasonable and
9 appropriate efforts to defend against motions filed by the Public Water Suppliers (“PWS”); or (c)
10 any reasonable and appropriate efforts undertaken in response to a Court order. The Public Water
11 Suppliers dispute neither that Class Counsel may seek attorneys’ fees nor costs for Court mandated
12 activities nor enforcement related work. *See* PWS’ Opposition to Willis Class’ Motion to Obtain
13 Court Order permitting Willis Class Counsel to seek Additional Attorneys’ Fees, a true and correct
14 copy of which is attached as *Exhibit 4* to the NOL.

15 8. On May 4, 2011, the Court entered an order regarding Plaintiff’s original Motion
16 for Attorneys’ Fees, Reimbursement of costs, and Incentive Award. A true and correct copy of this
17 Order is attached as *Exhibit 5* to the NOL. Pursuant to this Order, the Court found that the Willis
18 Class has met the requirements of Code of Civil Procedure § 1021.5. In addition, the Court noted:

19 “without the filing of the class action, it would have been impossible to adjudicate the
20 rights of all persons owning property and water rights within the valley. The impossibility
21 of 70,000 individual claims by land owners to water rights being adjudicated in any other
22 fashion needs little further discussion. The inability of the judicial system to conduct such
23 adjudication in any other way is beyond argument. The benefit to all class members is clear
24 and the benefit to all others living or owning property in the Antelope Valley is enormous - all
25 water rights will ultimately be established and if necessary (as alleged) the reasonable and
26 beneficial use of the water will be preserved for all under the California Constitution.” (Page
27 5 line 25 to Page 6 line 5) (Underlining added for emphasis.)

28 9. As early as 2011, this Court concluded that Class Counsel had obtained “significant
benefits” for the Willis Class in the Stipulation of Settlement and Judgment and thus awarded
attorneys’ fees of \$1.8 million (out of the requested \$2.4 million) pursuant to C.C.P. Section

1 1021.5.¹ In accordance with the Willis Class Judgment, the significant benefits obtained by Class
2 Counsel for the Willis Class were to be merged and incorporated into the Physical Solution adopted
3 by this Court. As this Court must recognize, ensuring that the significant benefits achieved by the
4 Willis Class are incorporated into the Physical Solution was not a self-executing proposition for
5 Class Counsel. Rather, Class Counsel was required to expend many hours of work to adequately
6 represent the Willis Class Members in the Phase VI proceedings. As with the pre-Judgment work
7 by Class Counsel, post-Judgment work of Class Counsel relating to the Physical Solution should
8 be paid for by the Settling Parties to the Physical Solution pursuant to C.C.P. § 1021.5.

9 10. On May 22, 2014, the Willis Class was presented with a draft of a Stipulated
10 Proposed Physical Solution (the “SPPS”) by the Public Water Suppliers. Class Counsel had been
11 excluded from the negotiations of this document and the document was presented to counsel as a
12 *fait accompli*. The Class was forced to oppose the SPPS, as it was inconsistent with the Willis
13 Class Judgment because it abrogated the correlative water rights of the Class to share in the Native
14 Safe Yield of the Basin.

15 11. On October 20, 2014, the PWS presented the Court with a Proposed Case
16 Management Order (“CMO”). A true and correct copy of the Proposed CMO is attached as *Exhibit*
17 *6* to the NOL. On November 4, 2014, the Court entered the Case Management Order which
18 obligated the Class to either oppose or stipulate to the SPPS. A true and correct copy of the CMO
19 is attached as *Exhibit 7* to the NOL. Pursuant to the CMO, Class Counsel was required to undertake
20 the following efforts: (1) Research and file objections to the Wood Class Settlement; (2) Research
21 and file a written statement of objections to the proposed Stipulated Judgment and Physical
22 Solution; (3) Prepare a statement of the Class’ rights to produce groundwater from the Basin; (4)
23 Disclose witnesses and provide all exhibits regarding any objections to the proposed Stipulated
24 Judgment and Physical Solution and assertion of claims or rights to produce groundwater from the
25 Basin; (5) Conduct discovery regarding objections to the proposed Stipulated Judgment and
26 Physical Solution and any assertion of claims or rights by the Non-Stipulating Parties including

27
28 ¹ After months of delay, law and motion work, and appeal, Class Counsel was paid approximately 70% of what
the Court ordered.

1 deposing experts and make Willis Class experts available for deposition; (6) Prepare for and attend
2 trials or hearings on final approval of the Wood Class Settlement and on prove up of the Stipulated
3 Judgment and Physical Solution, which shall include the taking of evidence regarding the following
4 subjects: Prescription by the Public Water Suppliers (illegally raised against the Willis Class by the
5 PWS in the proposed Stipulated Judgment and Physical Solution), Proof of claim to produce
6 groundwater by Non-Stipulating Parties, Prove up of Physical Solution, and Fairness and final
7 approval of the Wood Class Settlement.

8 12. All of the listed tasks were performed by Class Counsel and were mandated by this
9 Court. Requiring Willis Class Counsel to undertake these efforts and then deny their entitlement
10 to attorneys' fees and costs would be unreasonable, if not unconscionable, and contrary to this
11 Court's prior Judgment. Of course, Settling Defendants retain the right to oppose the
12 reasonableness of any fee request.

13 13. On August 8, 2014, the PWS submitted a Case Management Conference Statement
14 imploring the Court to comply with the McCarran Amendment by determining the groundwater
15 rights of the Willis Class in the Phase VI proceedings. A true and correct copy of the Statement is
16 attached as *Exhibit 8* to the NOL. The PWS said that the Willis Class is not a settling party; and,
17 therefore, a comprehensive determination of their water rights is necessary for the following
18 reasons:

19 “First, the McCarran Amendment mandates a comprehensive adjudication of water rights in a
20 case not initiated by the United States. (43 U.S.C. §666.) Second, the Court cannot approve a final
21 physical solution without considering the reasonableness of all parties' water rights. (City of
22 Barstow v. Mojave Water Agency (2000) 23 Cal.4th 1224, 1250 [“In ordering a physical solution,
a court may neither change priorities among the water rights holders nor eliminate vested rights in
applying the solution without first considering them in relation to the reasonable use doctrine.”])

23 It is critical to the Settlement Agreement and its proposed groundwater management (physical
24 solution) that the unresolved claims of the Non-Settling Parties be determined as soon as possible
25 and before court approval of the Settlement Agreement. Until such time as the court determines the
26 groundwater claims raised by the Non-Settling Parties, the Settling Parties may be unable to have
27 a comprehensive physical solution to the overdraft conditions. The reason is that the Non-Settling
Parties have not agreed to the physical solution and the Court will need to determine their respective
water rights before the court can determine how the proposed physical solution impacts Non-
Settling Parties.”

28 Page 4, lines 11 to 26, of the Statement.

1 14. Before 2011, the case was prosecuted primarily against the governmental entity
2 Public Water Suppliers² (“Defendants” or “PWS”). Since 2011, the PWS and the other 140
3 stipulating parties have together worked cooperatively to defeat the groundwater rights of the Willis
4 Class. For example, during the phase VI proceedings, attorney Robert Kuhs, counsel for Tejon
5 Ranch, cross-examined Willis expert Mr. Stephen Roach. Also, Attorney Robert Joyce, counsel for
6 Diamond Farming, cross-examined Willis Class witness Kamryn Kamalyan. During trial, Settling
7 Parties would frequently collaborate with one another before cross-examining any of the Willis
8 Class witnesses. Many objections were made during trial by landowner Settling Parties and PWS.
9 After the SPPS was entered into, all 140 of the Settling Parties became adverse to the Willis Class,
10 notwithstanding the fact that there was no actual pleading reflecting adversity among the parties.
11 Given this adversity, apportionment of an award of attorneys’ fees to the Willis Class is reasonable
12 for the Court to consider. A true and correct copy of the PWS brief regarding Equitable
13 Apportionment of the Willis Fee Award is attached as *Exhibit 9* to the NOL.

14 15. Between 2011 and 2015, Class Counsel has prosecuted this case on behalf of the
15 single largest stakeholder (in terms of acreage owned and numbers of persons) in the Antelope
16 Valley, the Willis Class, in a diligent, efficient, and thorough manner.³ In order to comply with the
17 McCarran Amendment, Class Counsel’s participation was necessary. It was also necessary in order
18 to finalize a comprehensive judgment and physical solution, defend the 2011 Willis Class
19 judgment, and comply with the Court’s CMO mandates. The following work of Willis Class
20 counsel was reasonable and necessary.

21 **II. LAW AND MOTION PRACTICE**

22 16. The Willis Class researched, filed, and argued at least 14 motions in opposition to
23 the SPPS and in defense of the 2011 Willis Class judgment. These motions are summarized in
24

25 ² Defendants included: (1) Los Angeles County Waterworks #40; (2) Rosamond Community Services District;
26 (3) Palmdale Water District; (4) Quartz Hill Water District; (5) Cal Water; (6) Phelan Pinion Hills Community Services
27 District; (7) Little Rock Creek; (8) Palm Ranch; (9) Desert Lake; (10) North Edwards; (11) City of Lancaster; (12) City
28 of Palmdale.

³ The Willis Class includes: “All private (i.e., non-governmental) persons and entities that own real property
within the Basin, as adjudicated, that are not presently pumping water on their property and have not done so at any
prior time (‘the Class’). The Class includes the successors-in-interest by way of purchase, gift, inheritance, or
otherwise of such landowners.

1 *Exhibit 10* to the NOL. These motions include, but are not limited to, the following: (1) Motion to
2 Add Class Representatives David Estrada and the Archdiocese of Los Angeles; (2) Motion to
3 Enforce the Willis Class Judgment; (3) Motion to Enforce the Due Process Rights of the Willis
4 Class; (4) Motion to Admit Alternative Physical Solutions; (5) Motion for Court-Appointed
5 Experts. A listing of those Motions and a brief description is attached as *Exhibit 10* to The NOL.
6 In addition, the Willis Class researched, drafted and opposed several motions filed by Wood Class
7 and the Public Water Suppliers. Those motions are also summarized in *Exhibit 10* to the NOL. The
8 motions include, but are not limited to: (1) Opposition to Wood Class Preliminary Approval
9 Motion; (2) Opposition to Wood Class Final Approval Motion; and, (3) Opposition to the schedule
10 contained in the November 4, 2014 CMO.

11 **III. STATUS CONFERENCES**

12 17. Class Counsel also attended and participated in at least 17 Case Management
13 Conferences over the past four (4) years. Class Counsel monitored the filings of all the other parties
14 to the coordinated proceedings and frequently reviewed cases and other background materials that
15 were cited in their filings. Further, Class Counsel filed at least 17 Status Conference Statements
16 and reviewed filings made by other counsel. Those CMC statements are summarized in *Exhibit*
17 *10* to the NOL.

18 **IV. DISCOVERY**

19 18. To prepare for the prove-up hearing, it was important for Class counsel to depose
20 the experts of the landowner and PWS parties. Class counsel deposed the following experts: (1)
21 Robert Wagner in Sacramento, California on September 10, 2015; (2) Dennis Williams in La
22 Verne, California on September 23, 2015; (3) Robert Beeby in Santa Barbara on September 24,
23 2015; and (4) Charles Binder in Sacramento, California on September 25, 2015. Depositions took
24 place throughout California and required travel by the Willis Class Counsel. These depositions
25 provided key insight for Counsel regarding the Physical Solution that was ultimately presented to
26 the Court. The Stipulating parties also deposed the Willis Class experts. Class Counsel prepared
27 for and attended the following Willis Class expert depositions: (1) Rod Smith in Claremont,
28 California; (2) Jordan Kear in Santa Barbara, California; (3) Stephen Roach in San Diego,

1 California. A significant amount of expenses were incurred for the deposition of these experts,
2 engagement of Willis experts, and travel expenses.

3
4 **V. WRIT PROCEEDING**

5 19. The Court's ruling on the Willis Class conflict motion mandated that Class Counsel
6 file Writ proceedings. An estimated 2400 out of the 3400 Wood Class members own dormant non-
7 pumping parcels. After many years of litigation, the Court concluded that these persons could be
8 members of both the Willis Class and the Wood Class. This created an irreconcilable conflict for
9 the class members and counsel. On September 15, 2015, the Willis Class Petitioned the Court of
10 Appeal for a Writ of Mandate and a Temporary Stay of the Phase VI trial. Class counsel researched,
11 drafted and filed a Writ before the Court of Appeal regarding this issue. The Court of Appeal denied
12 the writ on September 18, 2015.

13 **VI. TRIALS**

14 20. Class Counsel prepared for and participated in the Phase VI prove-up proceeding.
15 The Willis Class through its counsel and its class representative were actively involved in all
16 aspects of the Phase VI trial. The trial pitted 140 Stipulating Parties against the Willis Class and
17 others. The prove-up consumed a total of 10 court days. On November 13, 2015, the Willis Class
18 requested a statement of decision regarding the Phase VI proceeding and outlined forty-six issues
19 for the Court to address. A proposed statement of decision was filed by District 40 on December 4,
20 2015. On December 14, 2015, the Willis Class filed an Objection to the Proposed Statement of
21 Decision. The Court entered a Statement of Decision and Final Judgment with a physical Solution
22 on December 28, 2015. A true and correct copy of the Statement of Decision is attached as *Exhibit*
11 to the NOL.

23 **VII. ATTORNEYS' FEES AND EXPENSES**

24 21. Class Counsel's cumulative lodestar in this case is \$1,558,080 on a historical based
25 rate and represents the regular billing rates charged for non-contingent cases by attorneys and have
26 been approved by courts in other complex litigation. All of these fees were incurred subsequent to
27 the Court's 2011 fee award and do not include the fees and costs incurred by the Willis Class in
28 defending the PWS appeal of the fee award. The total number of hours are 3,618.50, which are

1 detailed in *Exhibit 12* to the NOL. The lodestar included a downward adjustment to reflect a billing
2 rate of \$250 per hour for hours incurred during travel. Class Counsel's cumulative lodestar on the
3 basis of the prevailing market rates in Los Angeles is \$2,143,340 which includes a downward
4 adjustment for travel related hours. The average prevailing market rate in Los Angeles is
5 approximately \$700 per hour. The 2014 National Law Journal billing survey for the Los Angeles
6 area supports the prevailing market rate in the Los Angeles area. A true and correct copy of this
7 survey is attached as *Exhibit 15* to the NOL. Counsel also has incurred \$105,107.62 in expenses,
8 which are detailed in *Exhibit 13* to the NOL. Counsel's lodestar and related expenses are reasonable
9 and are justified. This case was extremely complex, risky, and time consuming. The Willis Class
10 was forced to litigate against 140 Stipulating Parties represented by some of the largest
11 environmental and water law firms in California. The pumping landowner parties, the PWS, the
12 public entities, the mutual water companies, all retained counsel and opposed the work of the Willis
13 Class.

14 22. For example, the Public Water Suppliers were represented by highly skilled and well
15 financed law firms that specialized in water and environmental law including (but not limited to)
16 the law firms of Best, Best & Krieger, LLP; Lagerlof, Senecal, Gosney & Kruse, LLP; Lemieux &
17 O'Neill, LLP; Charlton Weeks, LLP; Richards, Watson & Gershon, LLP; Smith, Trager, LLP. The
18 Large Pumpers and Mutual Water companies were represented by qualified and capable law firms
19 including Morrison Forester LLP, Lebeau Thelen LLP, Clifford & Brown, LLP; Gresham, Savage,
20 Nolan & Tilden, LLP; Covington & Crowe, LLP; and Brown, Hyatt, Farber, Schreck, LLP. Even
21 the United States Department of Justice was eventually adverse to the Willis Class. The Wood
22 Class was well represented by Mr. McLachlan. As a result of the Global Proposed Physical
23 Solution (that was adopted by the Court at the end of the Phase VI trial), the Willis Class had to
24 oppose and respond to all of these parties in an effort to enforce the Willis Class' rights.

25 23. Given the number of parties in this adjudication, the novel and complex issues the
26 case presented, and the many divergent interests of the parties (all eventually united against the
27 Willis Class), Class Counsel was challenged, but prosecuted this case in an efficient manner. Class
28 Counsel's experience in prosecuting complex class action litigation proved helpful in identifying

1 issues, marshaling evidence, and devising strategies to prosecute this case to a conclusion.
2 Different lawyers within the firm handled different aspects of the case. Very little work was
3 delegated outside the firm in order to maintain continuity. When necessary, Class Counsel
4 consulted with attorney Greg James and had Mr. James attend and participate in hearings and
5 settlement meetings and otherwise assist Class Counsel on technical water law issues and other
6 legal issues. Counsel also retained several non-attorney experts to supplement the efforts of Class
7 Counsel.

8 24. Class Counsel has received no compensation during the four plus years since the
9 Amended Final Judgment was entered. Class Counsel's fees and expenses are wholly contingent
10 and depend on a fee and award by this Court. Accordingly, it is fair and reasonable that Class
11 Counsel be compensated for their efforts on behalf of the Class and reimbursed for their time and
12 expenses incurred from advocating the Class' rights.

13 25. The Chart attached as *Exhibit 12* to the NOL presents a summary of all the time
14 expended on the litigation for the respective attorneys, clerks, and paralegals at their current billing
15 rates. The slip listing attached as *Exhibit 12* to the NOL presents itemized detail of all the time
16 entries for each lawyer, paralegal, and clerk that worked on the case with the exception of Mr.
17 James. *Exhibit 14* to the NOL presents the daily time records of Mr. James. The daily time records
18 submitted by counsel were prepared contemporaneously with the tasks performed.

19 **VIII. LODESTAR ADJUSTMENT**

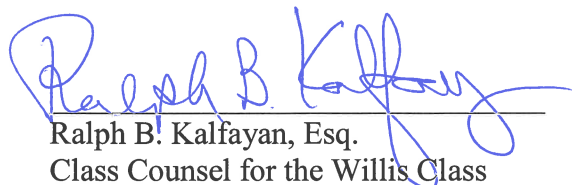
20 26. In order to determine a fee that reflects the actual legal marketplace, factors in
21 addition to hours and rates, especially contingent risk, should be considered. Without the
22 possibility of an enhanced fee recovery, or "multiplier" of the lodestar fee amount, it will continue
23 to be difficult for skilled attorneys in the private sector to take on plaintiffs' public interest litigation.
24 I was at all times aware that Class Representative, David Estrada, like Rebecca Willis before him,
25 would be unable to pay the firm's fees and costs and that water rights cases are notoriously lengthy
26 and complex. I was also aware that the class would very likely be unable to recover damages or
27 create a fund for their benefit. Thus, I recognized that there was a substantial risk of sustaining
28 financial losses if the Class did not participate in these proceedings. Despite the risks involved in

1 undertaking this action, I agreed that KKBS would represent Mr. Estrada and the Class because of
2 the public interest nature of the case, the importance of the issues at hand, and to enforce the positive
3 Judgment and the rights of the Class that I had already achieved. In my opinion, given the
4 procedural and substantive complexities of the case, the number of party participants, the novelty
5 of the issues involved, the sheer size of the Class, the importance of groundwater rights at stake,
6 the burden of having to defend the Class Judgment against the rest of the valley's residents,
7 landowners, and public water suppliers, and the contingent nature of the engagement, a 1.5
8 multiplier is reasonable.

9 **IX. INCENTIVE AWARD FOR CLASS REPRESENTATIVE**

10 27. Class Counsel requests that the Court approve an incentive award for the Class
11 representative, David Estrada, who represented the Class after the original Class Representative
12 sold her property and moved away from the Antelope Valley, in the amount of \$5,000. The case
13 could not proceed without the efforts of Mr. Estrada. Mr. Estrada came forward at the moment the
14 Class needed to replace Ms. Willis. Mr. Estrada was integral in helping Class Counsel analyze the
15 claims and the evidence. He met with Class Counsel throughout the action, searched for and
16 produced documents to forward the litigation, requested and received reports from Class Counsel,
17 regularly communicated with Class Counsel, monitored the status of the case, and even testified at
18 the Phase VI trial. He is deserving of some recompense for the many hours that he devoted to this
19 matter.

20 I declare under penalty of perjury and under the laws of the State of California that the
21 foregoing is true and correct. Executed on the 22 day of January, 2016, in San Diego, California.

22
23
24 
25 Ralph B. Kalfayan, Esq.
26 Class Counsel for the Willis Class
27
28