

# **EXHIBIT 20**

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9 Class Counsel for the Willis Class

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

12 ANTELOPE VALLEY  
13 GROUNDWATER CASES

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

18 *Plaintiffs,*

19 v.

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

*Defendants.*

RELATED CASE TO JUDICIAL COUNCIL  
COORDINATION PROCEEDING NO. 4408

**WILLIS CLASS' REPLY BRIEF IN SUPPORT  
OF MOTION TO OBTAIN COURT ORDER  
PERMITTING CLASS COUNSEL TO SEEK  
ADDITIONAL ATTORNEYS' FEES**

Date: March 26, 2015  
Time: 10:00 am  
Place:

Superior Court of California  
County of Los Angeles  
111 North Hill Street, Room 222  
Los Angeles, Ca 90012

Judge: Hon. Judge Komar

1 In the Willis Settlement with the Public Water Suppliers, the parties expressly provided a  
2 mechanism for Class Counsel to seek supplemental attorneys' fees and costs from the Public Water  
3 Suppliers related to work after approval of the Willis Class Stipulation of Settlement (the "Willis  
4 Settlement"). The Willis Settlement allows Class Counsel to seek fees for: "[A]ny reasonable and  
5 appropriate efforts by Willis Class Counsel that are undertaken in response to a written Court order  
6 stating that, pursuant to this provision, Class Counsel may seek additional fees for specified efforts  
7 from Settling Defendants pursuant to Code of Civil Procedure section 1021.5" (Stipulation  
8 VIII.D.(c)). Class Counsel's request under that provision must be made to the Court in advance  
9 of the work to be performed. It is not a current request for fees, but simply a request for permission  
10 to petition the Court in the future for fees as required by the express terms of the Willis Settlement.  
11 Absent Class Counsel's ability to seek fees, the Willis Class may not be adequately represented.

12  
13  
14 The Public Water Suppliers<sup>1</sup> oppose the Class' motion and argue (1) none of the exceptions  
15 apply; (2) the Court must mandate activities of Class Counsel before fees may be requested; (3) the  
16 Court would be rendering an advisory opinion on the issue; and (4) the elements of Civil Code of  
17 Civil Procedure section 1021.5 have not been met. These arguments fail.

18 The VIII.D.(c) exception regarding attorneys' fees in the Willis Settlement does apply. The  
19 Court entered a Case Management Conference Order on January 22, 2015, that requires Class  
20 Counsel to perform a significant amount of work.<sup>2</sup> Back in 2011, the Public Water Suppliers  
21

22  
23 <sup>1</sup> To clarify, the Willis Class is not seeking permission to obtain attorneys' fees from Phelan Pinon Hill Community  
24 Service District ("Phelan"). Phelan is not a signatory to the SPPS and has not breached the terms of the Willis  
25 Settlement by attempting to extinguish the Willis Class' vested groundwater rights.

26 <sup>2</sup> The PWS impliedly argue that Willis Class Counsel has "already earned enough attorneys' fees" by pointing out  
27 that Willis Class Counsel was awarded over \$1 million dollars in attorneys' fees for work performed in obtaining the  
28 significant benefits in the Willis Settlement and Willis Judgment. That fee award was for substantial work performed  
by Willis Class Counsel over a five-year time period, was not guaranteed, was not paid in full by certain PWS  
including District 40, and was not obtained by Willis Class Counsel for more than six years after work commenced  
on this case. In sharp contrast, the law firms representing the PWS undoubtedly have obtained millions of dollars in  
attorneys' fees for their work on this case on a steady, non-contingent basis. To make matters worse, it is not lost on  
the Willis Class that their hard-earned money as taxpayers is helping fund the PWS' current efforts to extinguish their  
vested rights in the Native Safe Yield that the PWS agreed to in the Willis Settlement. Willis Class Counsel and this  
Court must not allow this to happen.

1 demanded that Class Counsel ask the Court for permission in advance of the post- Judgment work  
2 before filing a petition for attorneys' fees and costs. Class Counsel is now doing just that, asking  
3 the Court for permission to seek attorneys' fees and costs in the future from the Public Water  
4 Suppliers. If Class Counsel did not ask the Court at this time, the Public Water Suppliers would  
5 undoubtedly oppose a fee petition in the future and argue that Class Counsel should have asked the  
6 Court for permission pursuant to Paragraph VIII.D.(c) of the Willis Settlement.  
7

8 The VIII.D.(c) exception does not require a Court Order mandating Class Counsel to  
9 perform specified work before Class Counsel may seek fees and costs. Rather, the exception was  
10 intended to apprise the Court and the PWS that Willis Class Counsel will perform additional work  
11 on the case to adequately represent the Willis Class post-Judgment and that, pursuant to the terms  
12 of the Willis Settlement, the Court will issue an Order permitting Willis Class Counsel to seek  
13 attorneys' fees in the future for those specified efforts. Unless Class Counsel has the ability to  
14 recover fees and costs, the Class may not be adequately represented.  
15

16 More specifically, the January 22, 2015, Case Management Order sets a deadline for the  
17 filing of, and for making objections to, the Small Pumper Class Settlement and the Proposed  
18 Judgment and Physical Solution ("SPPS"). As set forth in the Willis Class' Opposition to  
19 Preliminary Approval, the SPPS materially deviates from the Willis Settlement because it abrogates  
20 the water rights of the Willis Class to the point of elimination. In addition to the other work outlined  
21 in the moving papers that must be undertaken by Class Counsel to protect the interests of the Willis  
22 Class, Class Counsel must not only oppose the SPPS, but also must offer alternative proposed  
23 physical solutions as sanctioned by the California Supreme Court in *City of Lodi*.  
24

25 The motion does not ask for an advisory opinion from the Court. The parties agreed to the  
26 exception concerning attorneys' fees, which was previously approved by the Court. The exception  
27 *requires* Class Counsel to ask the Court in advance for permission to seek attorneys' fees and costs  
28

1 for post-Judgment work. Class Counsel is not asking the Court to presently “bless” future activities  
2 as “reasonable and appropriate.” That would be an advisory opinion, because Class Counsel would  
3 essentially be asking the court to give advice on “what the law is” (*People ex rel. Lynch v. Superior*  
4 *Court*, 1 Cal.3d 910, 912 (1970)). The reasonableness and appropriateness determinations will  
5 come after Class Counsel actually seeks fees and costs at some later date. Now, Class Counsel is  
6 merely following the provision that was negotiated and agreed upon by Class Counsel and the PWS,  
7 so that we may later seek supplemental fees.  
8

9 The Court’s determination of whether the elements of Code of Civil Procedure section  
10 1021.5 have or have not been met is not at issue under this Motion. The Court will make that  
11 determination at the time Class Counsel petitions the Court for attorneys’ fees and costs and submits  
12 a record of the efforts expended. The only matter at issue now is whether Class Counsel may obtain  
13 an Order permitting Class Counsel to later submit a fee petition for post-Judgment work from the  
14 Public Water Suppliers. The parties negotiated this provision to ensure that the Willis Class would  
15 be adequately represented in the future, as necessary. The Public Water Suppliers should be held  
16 to the terms of the Willis Settlement which they agreed to.  
17

18 **Conclusion**

19 Willis Class Counsel seek a “written Court Order” that allows them to “seek additional  
20 fees” from the Public Water Suppliers for post-Judgment work. Without this mechanism, the  
21 Willis Class will not be adequately represented.  
22

23 Dated: March 19, 2015

Respectfully submitted,

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25 

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