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Attorneys for Defendant and Cross-Complainant  
Phelan Piñon Hills Community Services District

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

Coordination Proceeding  
Special Title (Rule 1550(b))

**ANTELOPE VALLEY  
GROUNDWATER CASES**

Included Actions:

*Los Angeles County Waterworks District  
No. 40 v.  
Diamond Farming Co., et al.*  
Los Angeles County Superior Court, Case  
No. BC 325 201

*Los Angeles County Waterworks District  
No. 40 v.  
Diamond Farming Co., et al.*  
Kern County Superior Court, Case No.  
S-1500-CV-254-348

*Wm. Bolthouse Farms, Inc. v. City of  
Lancaster*  
*Diamond Farming Co. v. City of Lancaster*  
*Diamond Farming Co. v. Palmdale Water  
Dist.*  
Riverside County Superior Court,  
Consolidated Action, Case Nos. RIC 353  
840, RIC 344 436, RIC 344 668

AND RELATED CROSS-ACTIONS

Case No. Judicial Council Coordination  
Proceeding No. 4408

(For Filing Purposes Only: Santa Clara  
County Case No.: 1-05-CV-049053)

**PHELAN PIÑON HILLS COMMUNITY  
SERVICES DISTRICT'S OPPOSITION  
TO WILLIS CLASS' MOTION TO  
OBTAIN COURT ORDER PERMITTING  
WILLIS CLASS COUNSEL TO SEEK  
ADDITIONAL ATTORNEYS' FEES**

Date: March 26, 2015  
Time: 10:00 a.m.  
Dept.: Room 222

Assigned for All Purposes to:  
Hon. Jack Komar

Trial Date: August 3, 2015  
(Trials or Hearings on Final Approval of the Small  
Pumper Class Settlement and on Prove-up of the  
Stipulated Judgment and Physical Solution)  
Time: 10:00 a.m.  
Location: Stanley Mosk Courthouse  
111 N. Hill St., Los Angeles, CA  
Dept: TBD

TO THE HONORABLE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF  
 RECORD HEREIN:

Cross-Defendant and Cross-Complainant, Phelan Piñon Hills Community Services District  
 (“Phelan Piñon Hills”), submits the following opposition to the Willis Class’ Motion to Obtain Court  
 Order Permitting Willis Class Counsel to Seek Additional Attorneys’ Fees filed in the above-entitled  
 action on March 4, 2015 to the extent any attorneys’ fees or contribution are sought from Phelan  
 Piñon Hills.

**I. THE WILLIS CLASS DOES NOT AND CANNOT SEEK ADDITIONAL  
 ATTORNEYS’ FEES FROM PHELAN PIÑON HILLS.**

While the Willis Class seeks the ability to obtain attorneys’ fees from several other parties, the  
 Motion *does not* explicitly seek any fees from Phelan Piñon Hills. (Notice of Motion, 2:7-8, fn. 2 [not  
 including Phelan Piñon Hills in list of parties for which it may seek attorneys’ fees].) Therefore,  
 Phelan Piñon Hills should not be included as one of the “Settling Defendants” for which attorneys’  
 fees may be sought if the Motion is granted.

*Even if the Willis Class were seeking the ability to obtain additional attorneys’ fees from  
 Phelan Piñon Hills, such a motion would not be warranted.* The Willis Class made its Motion  
 pursuant to paragraph VIII.D.(c) of the Stipulation of Settlement filed in this case and entered as a  
 Judgment on September 21, 2011. (See Declaration of Ralph B. Kalfayan In Support Of Willis Class’  
 Motion To Obtain Court Order Permitting Class Counsel To Seek Additional Attorneys’ Fees  
 [“Kalfayan Decl.”], ¶ 3, Exh. A [“Stipulation of Settlement”].) This provision prohibits Willis Class  
 Counsel from seeking additional attorneys’ fees, except for efforts by Counsel “to enforce the terms of  
 [the] Stipulation” and to “defend against any new or additional claims.” The Motion articulates a list  
 of tasks the Willis Class Counsel has undertaken to enforce the “significant benefits gained by the  
 Willis Class in the Stipulation of Settlement and Judgment” and that it will have to undertake in the  
 upcoming Physical Solution proceeding. (MPA, pp. 5-6.) Phelan Piñon Hills paid attorneys’ fees to  
 the Willis Class in 2011, and since then, it has not burdened – evident from the lack of any such  
 evidence – the Willis Class in these legal proceedings or interfered with its 2011 Judgment.  
*Therefore, no basis for the Willis Class to seek, assuming arguendo it was, additional attorneys’*

fees from Phelan Piñon Hills, nor should the Court find Phelan Piñon Hills owes any additional attorneys' fees to the Willis Class.

**II. PHELAN PIÑON HILLS DOES NOT HAVE TO CONTRIBUTE TO ADDITIONAL WILLIS CLASS' ATTORNEY'S FEES.**

If the Motion is granted, Phelan Piñon Hills requests that the Court find that other parties, namely the other "Settling Defendants" (i.e., other Public Water Suppliers), may not seek contribution or similar relief from Phelan Piñon Hills. To allow such would be neither fair nor equitable for Phelan Piñon Hills to be compelled to contribute to those claims.

"Equality of liability among persons whose respective situations are not equal is inequitable." (*Jans v. Nelson* (2003) 83 Cal.App.4th 848, 857.) Phelan Piñon Hills situation is not the same as other parties that imposed what the Willis Class purports to be great burdens on Willis Class and its Counsel for which attorneys' fees may be sought. Contribution by Phelan Piñon Hills for those fees would be inequitable given that it has not breached or otherwise obstructed the settlement agreement with the Willis Class.

Code of Civil Procedure section 877 (Effect of release, dismissal, or covenant to sue or enforce judgment) allows Phelan Piñon Hills to be released from any such contribution liability. That provision provides:

**Where a release**, dismissal with or without prejudice, or a covenant not to sue or not to enforce judgment **is given in good faith before verdict or judgment to one or more** of a number of tortfeasors claimed to be liable for the same tort, or to one or more other co-obligors mutually subject to contribution rights, **it shall have the following effect:**

(a) It shall not discharge any other such party from liability unless its terms so provide, **but it shall reduce the claims against the others in the amount stipulated by the release**, the dismissal or the covenant, or in the amount of the consideration paid for it, whichever is the greater.

(b) **It shall discharge the party to whom it is given from all liability for any contribution to any other parties.** [Emph. added.]

Thus, Section 877 and the 2011 Judgment for the Willis Class discharge Phelan Piñon Hills' liability for contribution to any other parties for Will Class Counsel attorneys' fees. Where an alleged joint tortfeasor, prior to judicial determination of his liability, in good faith settles a claim against him, he is forever discharged of further obligation to claimant and to other joint tortfeasors, by way of



1 contribution or otherwise. (*Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 235.) Therefore,  
2 Phelan Piñon Hills cannot be obligated to contribute to any attorneys' fees awarded to Willis Class  
3 Counsel.

4 **III. CONCLUSION.**

5 For the foregoing reasons, Phelan Piñon Hills respectfully requests that if the Court is inclined  
6 to grant Willis Class' Motion to Obtain Court Order Permitting Willis Class Counsel to Seek  
7 Additional Attorneys' Fees, that the Order exclude Phelan Piñon Hills from the list of parties from  
8 which attorneys' fees or contribution may be sought.

9  
10 DATED: March 13, 2015

ALESHIRE & WYNDER, LLP  
WESLEY A. MILIBAND  
MILES P. HOGAN

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12  
13 By:

A handwritten signature in blue ink, appearing to read 'Wesley A. Miliband'.

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15 WESLEY A. MILIBAND  
16 Attorneys for Defendant and Cross-Complainant  
17 Phelan Piñon Hills Community Services District  
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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF ORANGE**

I, Linda Yarvis,

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 18881 Von Karman Avenue, Suite 1700, Irvine, CA 92612.

On March 13, 2015, I served the within document(s) described as **PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT'S OPPOSITION TO WILLIS CLASS' MOTION TO OBTAIN COURT ORDER PERMITTING WILLIS CLASS COUNSEL TO SEEK ADDITIONAL ATTORNEYS' FEES** on the interested parties in this action as follows:

**BY ELECTRONIC SERVICE:** By posting the document(s) listed above to the Santa Clara County Superior Court website in regard to Antelope Valley Groundwater matter pursuant to the Court's Clarification Order. Electronic service and electronic posting completed through [www.scefiling.org](http://www.scefiling.org).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 13, 2015, at Irvine, California.

Linda Yarvis

ALESHIRE &  
WYNDER LLP  
ATTORNEYS AT LAW

