

Exhibit A

Lynne Brennan

From: Ralph Kalfayan
Sent: Wednesday, January 07, 2015 6:06 PM
To: Mike McLachlan
Cc: Dan Oleary; Lynne Brennan; Greg James (gregjames@earthlink.net); 'Jeffrey V. Dunn (jeffrey.dunn@bbklaw.com)'
Subject: RE: Antelope

Mike,

Thank you for your email. I am sorry you apparently are frustrated with the procedural realities involved with this case. As you are aware, the Court has issued several Orders that directly impact the Willis Class' role in the upcoming Physical Solution proceedings. First and foremost, the Court has made it very clear that the only parties that the Willis Class may be deemed to be adverse to (now formerly adverse in light of the Willis Stipulation of Settlement which included waivers and releases of all claims and defenses) are the Public Water Suppliers. The PWS are the only parties that can be held responsible for attorneys' fees owed to Willis Class Counsel. In fact, the Court went even further and issued an Order that specifically prohibits Willis Class Counsel from seeking attorneys' fees from any parties involved in the Consolidated Proceedings other than the PWS.

Second, Judge Komar reiterated today that the Willis Class will not be bound by the Stipulation and proposed Physical Solution because the Willis Class will not be a signatory. As you well know (and as the Court now knows), I made repeated attempts to have the Willis Class' correlative rights respected in the stipulation. That did not happen. The Court will soon find out that your stipulation illegally resurrects the PWS' prescriptive rights claim against the Willis Class and also purports to bind (and even punish) non-stipulating parties. But again, these will be issues that the Willis Class will raise with respect to its Stipulation of Settlement with the PWS.

Third, the Willis Class' motion to add David Estrada as a class representative was filed (appropriately) in the lawsuit involving the Willis Class and PWS only. That motion was unopposed by the PWS. The Court has granted the motion and now David Estrada is a class representative for the Willis Class. The Wood Class, your client, has no standing to object to or oppose David Estrada as a class representative. There is no basis for you to seek to depose him.

Finally, the parameters of the Willis Class' involvement (as well as the involvement of all other parties) in the upcoming Physical Solution proceedings are discussed in the CMO. The Willis Class' participation in the Physical Solution proceedings does not automatically make the Wood Class a party to the lawsuit (now settled) between the Willis Class and the PWS. Likewise, the CMO does not make the Willis Class a party to the Wood Class lawsuit.

I sincerely hope this clarifies my position. I look forward to receiving your meet and confer letter stating the basis for your request to depose my client, David Estrada.

Sincerely,
Ralph

Ralph B. Kalfayan, Esq., LL.M.

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