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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 ANTELOPE VALLEY
11 GROUNDWATER CASES

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

15 *Plaintiffs,*

16 v.

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

25 *Defendants.*
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RELATED CASE TO JUDICIAL COUNCIL
COORDINATION PROCEEDING NO. 4408

**WILLIS CLASS' CASE MANAGEMENT
STATEMENT**

Date: June 15, 2015

Time: 1:30 pm

Place: Santa Clara County Superior Court,
191 N. 1st St., San Jose, CA 95113, Dept. 1

Judge: Hon. Jack Komar

1 The Willis Class respectfully submits the following Case Management Conference
2 Statement in advance of the June 15, 2015, Status Conference.

3 The Willis Class has filed three Motions with the Court that are vital to upholding the
4 substantive and procedural rights of the Willis Class: 1) Motion to Enforce Settlement Agreement
5 with Public Water Suppliers; 2) Motion to Enforce Due Process; and 3) Motion for Court Order for
6 Payment of Expert Fees.
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8 The intentional breach of the Willis Settlement Agreement by the Public Water Suppliers
9 has already caused catastrophic damage to the property rights of Willis Class Members. In direct
10 violation of the Willis Settlement Agreement, the Willis Judgment, and the Notice of Settlement,
11 Willis Class Members are already being denied permits to build wells to pump groundwater.
12 Without the ability to access water for their properties, the value of the 65,000 parcels owned by
13 the Willis Class has plummeted to zero for a total estimated loss in property values in excess of \$4
14 billion. Moreover, Willis Class Members have been paying property, water, city and other
15 miscellaneous taxes for as long as they have owned their respective properties. The Government's
16 illegal denial of permits to build wells to pump groundwater prior to the issuance of any enforceable
17 Order by this Court has caused the \$4 billion in property value losses and the illegal taking of tax
18 revenues in an amount yet to be determined (but certainly hundreds of millions, if not billions, of
19 dollars in the aggregate).
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22 This Court must enjoin the Public Water Suppliers from illegally directing County officials
23 to deny permits to Willis Class Members to build wells. Further, this Court must not approve the
24 SPPS as is because: 1) the SPPS violates the terms of the Willis Settlement and Willis Judgment;
25 2) the SPPS extinguishes the Willis Class' right to pump from the NSY; 3) the SPPS denies the
26 right of the Willis Class to pump groundwater; 4) the SPPS has and will continue to cause a \$4
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1 billion loss in property values for Willis Class parcels; and 5) the SPPS would result in
2 multimillions in illegal taking of tax revenues from the Members of the Willis Class.

3 As a practical matter, this Court is vested with the right to enter a Physical Solution.
4 However, under California law, this Court's Consolidation Order, and the terms of the Willis
5 Stipulation of Settlement and Willis Judgment, the Physical Solution must incorporate the rights of
6 Willis Class Members as set forth in the Willis Settlement and Willis Judgment - including the
7 overlying water right to share in the NSY free of replacement assessment. Otherwise, this Court
8 lacks jurisdiction over the 64,999 absent Willis Class Members and the Willis Class must be
9 decertified. As a further practical matter, then, Willis Class Counsel and this Court must address
10 how to incorporate the rights of the Willis Class into a Physical Solution. The Willis Class is now
11 compelled to present the Court with Alternative Proposed Physical Solutions ("APPS"). The Willis
12 Class also has the right under California law to present their modifications to the SPPS as well as
13 the APPS and this Court has the duty to duly consider them.

14 Willis Class Counsel has already informed the Court that it will be impossible for Class
15 Counsel to effectively oppose a prove-up of the SPPS. On April 27, 2015, the parties filed their
16 witness lists and exhibit lists in connection with the prove-up proceeding set for August 3,
17 2015. The combined lists include over 280 witnesses and over 1200 exhibits. As the Court is
18 aware, Willis Class Counsel has not conducted any discovery with respect to any of these witnesses
19 or documents because these parties were never adverse to the Willis Class (with the obvious
20 exception of the Public Water Suppliers with whom the Willis Class settled all claims in the Willis
21 Final Judgment). In addition, Willis Class Counsel was denied a Court-appointed expert to
22 determine the reasonable and beneficial use of all parties to the adjudication, determine alternative
23 proposed physical solutions, and evaluate the cost and burden of the SPPS on the Willis
24 Class. Lastly, the Willis Class has not been served with any proper notice or pleading that their
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1 water rights may be modified by the Court by and through the SPPS. Mounting an effective
2 opposition to a prove-up proceeding related to a stipulation and proposed physical solution among
3 140 parties under these circumstances and over a two month period will be an impossible task for
4 Willis Class Counsel. The prove-up hearing or trial proceeding is fundamentally unfair and
5 prejudicial to the Willis Class. The evidence that will be presented by the stipulating parties cannot
6 effectively be opposed by any of the non-stipulating parties. The reasonable and beneficial uses,
7 at a macro level and micro level, are in issue in these proceedings and the Class has no expert and
8 was not afforded ample time to effectively oppose the presentation of evidence by all the parties.
9 The net result is a denial of substantive and procedural due process for the Willis Class.
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11 An additional note regarding the venue for trial dates starting the week of September 28,
12 2015: the Willis Class respectfully acknowledges the Court's strong preference to hold the trial in
13 San Jose for the convenience of the Judge. However, as noted by Mr. Fife during the May 15,
14 2015, telephonic CMC, it would be a hardship for his small farm/business owner clients to attend
15 trial if it takes place in San Jose. Likewise for the 65,000 Members of the Willis Class, hundreds
16 of whom are likely to attend the trial if it takes place in Los Angeles rather than San Jose.
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18 On a final note, the Willis Class was compelled to retain experts in order to comply with
19 the Court's Second Amended Case Management Order. These experts will not be ready to testify
20 until the month of September 2015.
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22 Dated: June 10, 2015

Respectfully submitted,

23 KRAUSE KALFAYAN BENINK & SLAVENS, LLP

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25 By: 

Ralph B. Kalfayan, Esq.

Lynne M. Brennan, Esq.

Class Counsel for the Willis Class
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