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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:
REBECCA LEE WILLIS and DAVID
13 ESTRADA, on behalf of themselves and
all others similarly situated,

14 *Plaintiffs,*

15
16 v.

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

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

**WILLIS CLASS' RESPONSE TO CASE
MANAGEMENT STATEMENT OF THE
PUBLIC WATER SUPPLIERS**

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 Response to the Case Management
2 Statement submitted by the Public Water Suppliers on June 12, 2015.

3 The Public Water Suppliers' proposed "Order of Proof for Next Phase of Trial" is
4 contrary to law and cannot be adopted by this Court. As set forth at length in various Motions
5 filed by the Willis Class, the California Supreme Court has unequivocally held that parties to a
6 physical solution proceeding have the absolute right to submit evidence of alternative proposed
7 physical solutions to the Court. In turn, the Court has the duty to duly consider such alternative
8 physical solutions. The PWS' proposed "Order of Proof" erroneously lists the Stipulated
9 Judgment and Proposed Physical Solution ("SPPS") as the only physical solution to be
10 considered by the Court and, further, essentially threatens the Court that the SPPS must be
11 adopted "as is" or not at all.
12

13 As also set forth in detail in various Motions filed by the Willis Class, the SPPS fails to
14 incorporate the rights of the Willis Class and adoption of the SPPS as is would result in the loss
15 of jurisdiction and denial of due process over the Willis Class. As a reminder to all Parties, the
16 Stipulating Parties' intentional refusal to incorporate the water rights of the Willis Class into the
17 SPPS has resulted in a proposed settlement agreement that fails to include 65,000 overlying
18 landowners which is more than 60% of the land in the Antelope Valley Basin. The SPPS as is
19 can only be viewed as an abject failure unless and until the Willis Class' rights are incorporated
20 into the SPPS.
21

22 The Willis Class has informed this Court and all Parties to this coordinated proceeding
23 that they will submit Alternative Proposed Physical Solutions ("APPS") at the Prove-Up Trial. In
24 fact, the Court's Second Amended Case Management Order demands it. The Willis Class also
25 has informed this Court and all Parties to this coordinated proceeding that they will submit
26 evidence relating to a permanent allocation for the Willis Class that can be incorporated into the
27
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1 SPPS in a fair and equitable manner. The Court is duty-bound to duly consider both the APPS
2 and the modified SPPS that will be presented to the Court by the Willis Class. The PWS has no
3 legitimate authority to tell this Court that the only physical solution the Court may consider is the
4 SPPS. The political power of the 140 Stipulating Parties cannot extinguish the rule of law and the
5 property rights of the 65,000 Members of the Willis Class.
6

7 In extremely telling fashion, the PWS' proposed "Order of Proof" also omits any
8 reference to the submission of evidence relating to the Willis Class' Motion to Enforce the
9 Settlement Agreement with the Public Water Suppliers. As set forth in detail in that Motion, the
10 Willis Class argues that the Motion to Enforce Settlement Agreement must be decided now. In
11 brazenly cavalier fashion, the PWS opposed the Motion to Enforce Settlement Agreement without
12 any substantive evidence whatsoever and argued that the Court's ruling on the Motion must be
13 postponed until the Prove-Up Trial. Yet the PWS fails to even mention the Willis Class' Motion
14 to Enforce Settlement Agreement as part of their proposed "Order of Proof for Next Phase of
15 Trial." This Court cannot allow the PWS to get away with their intentional and catastrophic
16 breach of the Willis Settlement Agreement by ignoring the Motion to Enforce. The Willis Class'
17 meritorious Motion to Enforce Settlement Agreement must be decided now and cannot await
18 trial.
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22 Dated: June 12, 2015

Respectfully submitted,

23 KRAUSE KALFAYAN BENINK &
24 SLAVENS, LLP

25 By: 

26 Ralph B. Kalfayan, Esq.
27 Lynne M. Brennan, Esq.
28 Class Counsel for the Willis Class