

1 Ralph B. Kalfayan (SBN 133464)
Lynne M. Brennan (SBN 149131)
2 KRAUSE KALFAYAN BENINK &
SLAVENS, LLP
3 550 West C Street, Suite 530
San Diego, CA 92101
4 Tel: (619) 232-0331
Fax: (619) 232-4019

5 Class Counsel for the Willis Class
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 ANTELOPE VALLEY GROUNDWATER
11 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 v.
16

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

24 *Defendants.*
25
26
27

RELATED CASE TO JUDICIAL COUNCIL
COORDINATION PROCEEDING NO. 4408

**WILLIS CLASS' RESPONSE TO DISTRICT
40'S OBJECTIONS TO WILLIS CLASS'
REPLY IN SUPPORT OF MOTION TO
ENFORCE SETTLEMENT AGREEMENT
WITH DEFENDANT PUBLIC WATER
SUPPLIERS AND REPLY DECLARATION
OF LLOYD E. LEWIS**

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 Objections of District
2 40 to the Reply in Support of Willis Class' Motion to Enforce Settlement Agreement and Reply
3 Declaration of Lloyd E. Lewis ("Lewis Declaration").
4

5 District 40 argues that the testimony of Lloyd E. Lewis is irrelevant and inadmissible
6 hearsay. District 40's argument has no merit. The Public Water Suppliers failed to substantively
7 oppose the Willis Class' Motion to Enforce Settlement Agreement. The PWS have no
8 substantive defense to the Motion to Enforce. Instead they improperly rely on a procedural
9 argument by asking this Court to wait to decide the Motion until the Prove-Up Trial in early
10 August and late September. The Willis Class properly replied to the PWS' procedural argument
11 by presenting evidence to this Court of significant harm to the Willis Class that is occurring **right**
12 **now** as a direct result of the PWS' breach of the Willis Settlement Agreement. That evidence in
13 the form of the Lewis Declaration is clearly relevant to counter the PWS' procedural argument
14 that this Court should delay ruling on the Willis Class' timely-filed Motion to Enforce Settlement
15 Agreement.
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18 Moreover, the admissions of party opponents set forth in the Lewis Declaration are
19 admissible and should be considered by this Court in support of the Motion to Enforce Settlement
20 Agreement. The statements of Mr. McLachlan, Mr. Hickling, and Mr. Nebeker are hearsay.
21 However, the admission of a party opponent exception to the hearsay rule clearly applies to these
22 statements and, therefore, they are admissible evidence. California Evidence Code Section 1220
23 provides:
24

25 Evidence of a statement is not made inadmissible by the hearsay rule when offered against
26 the declarant in an action to which he is a party in either his individual or representative
27 capacity, regardless of whether the statement was made in his individual or representative
28 capacity.

1 Cal. Evid. Code § 1220.

2 The rationale underlying this exception is that the party cannot object to the lack of the right to
3 cross-examine the declarant since the party himself made the statement.
4

5 As the attorney of record for the Wood Class, Mr. McLachlan's statement to Mr. Lewis is
6 admissible as an admission of the attorney of record. *See, e.g., Bell v. Staacke*, 159 Cal. 193
7 (1911). Regarding Mr. Nebeker, even if his statements made at the Farm Bureau meeting were
8 only his opinion, those statements are nonetheless admissible as an admission as the rules
9 pertaining to necessary foundation for conclusions are not applicable to out-of-court admissions
10 against interest. *See, Levy-Zentner Co. v. Southern Pac. Transp. Co.*, 74 Cal.App.3d 762 (1977).
11 Mr. Hickling made statements to Mr. Lewis regarding his inability to obtain a permit to build a
12 well to pump groundwater and Mr. Lewis' potential purchase of a Willis Class parcel in his
13 representative capacity as a County employee. Thus, Mr. Hickling's statements fall within the
14 Section 1220 hearsay exception and are admissible in support of the Willis Class' Motion to
15 Enforce Settlement Agreement.
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18 For all the foregoing reasons, this Court should overrule District 40's objections to the
19 Lewis Declaration.

20 Dated: June 12, 2015

Respectfully submitted,

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22 KRAUSE, KALFAYAN, BENINK &
SLAVENS, LLP

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