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Class Counsel for the Willis Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

**ANTELOPE VALLEY  
GROUNDWATER CASES**

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

*Plaintiffs,*

v.

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

*Defendants.*

RELATED CASE TO JUDICIAL COUNCIL  
COORDINATION PROCEEDING NO. 4408

**DECLARATION OF RALPH B. KALFAYAN  
IN SUPPORT OF WILLIS CLASS' MOTION  
TO WITHDRAW BASED ON CONFLICT OF  
INTEREST OR, IN THE ALTERNATIVE,  
MOTION FOR CONTINUANCE OF THE  
PHASE VI PHYSICAL SOLUTION TRIAL**

Date: August 3, 2015

Time: 10:00 A.M.

Place: Los Angeles Superior Court  
111 North Hill Street, Dept. 1  
Los Angeles, CA 90012

Judge: Hon. Jack Komar

1 I, Ralph B. Kalfayan, declare:

2 1. I have personal knowledge of the facts below, and if called upon to do so, I could  
3 and would testify competently thereto in a court of law.

4 2. I am an attorney licensed to practice law in the State of California. I am a Partner  
5 in the law firm of Krause Kalfayan Benink & Slavens, LLP, Class Counsel and attorneys of record  
6 for the Willis Class.

7 3. I first learned of a conflict of interest crisis when I was contacted by Mr. Olaf  
8 Landsgaard, one of the Dual Wood/Willis landowners. As an attorney and concerned landowner  
9 in the Antelope Valley Basin, Mr. Landsgaard told me that he had reviewed and analyzed the Wood  
10 Class Settlement and Stipulated Judgment and proposed Physical Solution ("SPPS") that was filed  
11 with the Court and concluded that while his water rights as a Wood Class Member were protected  
12 under the SPPS, his water rights as a Willis Class Member had been subordinated or extinguished.

13 4. After informing Mr. Landsgaard that the Willis Class formally objected to the Wood  
14 Class Settlement and SPPS (in publicly-available court documents) because those agreements  
15 violate the rights of Willis Class Members, I then informed Mr. Landsgaard that I do not represent  
16 him because Mr. Landsgaard also owns property in the Basin on which he has pumped water. I  
17 informed Mr. Landsgaard that pursuant to the Court's 2008 Order that "the [Nonpumper] Willis  
18 Class shall exclude all persons to the extent they own property within the Basin on which they have  
19 pumped water at any time," I did not represent Mr. Landsgaard. I made clear to Mr. Landsgaard  
20 that based on the fact that he owns a pumping parcel, he is not in the Willis Class. The Willis Class  
21 is not a "parcel"-based class, it is a "person" or "entity" based class.

22 5. I knew that since March 4, 2015, and the filing of the Wood Class Settlement and  
23 incorporated SPPS, the legal interests of the Willis Class were in actual and direct conflict with the  
24 interests of the Wood Class. As Willis Class Counsel, I had filed objections to the Wood Class

1 Settlement and SPPS and continue to object. Given this actual conflict of interest, I concluded I  
2 could not represent Mr. Landsgaard and any other Wood Class Members who also own land on  
3 which they have not pumped water.

4 6. I knew that Best Best & Krieger had a duty under the 2008 Court Order (which Best  
5 Best & Krieger filed a Motion to obtain) to exclude from the Willis Class all persons such as Mr.  
6 Landsgaard who also own land on which they pump water. In accordance with the 2008 Order,  
7 persons such as Mr. Landsgaard are not in fact Willis Class Members.  
8

9 7. I informed Mr. Landsgaard that Willis Class Counsel would bring these fundamental  
10 conflict and attorney-client relationship issues to the Court's attention as soon as possible.  
11

12 8. In late June 2015, I contacted Mr. McLachlan, Wood Class Counsel, to discuss the  
13 issue of Dual Wood/Willis Class Members. Mr. McLachlan informed me that he had spoken to "at  
14 least a dozen" of his Small Pumper/Wood Class clients within that prior week who are also  
15 Members of the Willis Class (according to Mr. McLachlan) because they also own parcels on which  
16 they have never pumped water. Mr. McLachlan further informed me that the survey responses  
17 obtained by the Court-appointed expert, Mr. Thompson, indicated that as many as thirty percent  
18 (30%) of Wood Class Members also owned dormant parcels of land in the Basin. I responded that  
19 such persons are not Members of the Willis Class because as Wood Class Members, by definition,  
20 they "own property within the Basin on which they have pumped water" and therefore were  
21 excluded from the Willis Class by Court Order. I also raised the undeniable actual conflict of  
22 interest that now exists between the Wood Class and Willis Class as a further basis for my position  
23 that persons cannot be in the Wood Class and Willis Class simultaneously. Mr. McLachlan  
24 disagreed and stated that he would continue informing his clients in the Wood Class that if they  
25 also own dormant parcels of land, they are also in the Willis Class and are represented by Willis  
26 Class Counsel.  
27  
28

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

3 Executed on July 10, 2015 at San Diego, California.  
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5  
6 By:   
7 Ralph B. Kalfayan  
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