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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
14 others similarly situated,

15 *Plaintiffs,*

16 v.

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

24 *Defendants.*
25
26
27
28

RELATED CASE TO JUDICIAL COUNCIL
COORDINATION PROCEEDING NO. 4408

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

Date: August 25, 2015

Time: 10:00 A.M.

Place: Santa Clara County Superior Court
191 N. 1st Street, Dept. 12
San Jose, CA 95113

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. I am counsel for the Willis Class and make
4 this declaration in support of the Motion to Withdraw based on Conflict of Interest or, in the
5 Alternative, Motion for Continuance of the Phase VI Physical Solution Trial.
6

7 2. From 2007 until the 2015 submission of a Stipulated Proposed Physical Solution
8 ("SPPS") there was no conflict between the classes. For eight years, each class recognized the
9 correlative water rights of the other in the Native Safe Yield and shared a common goal of defeating
10 the Public Water Suppliers' claim of prescription. No adversarial pleadings were filed and no
11 adversarial proceedings were held challenging the water rights of the members of either class. No
12 landowner, let alone a member of the Wood Class or of the Willis Class, sued any other landowner.
13 No landowner party filed any claims to subordinate or extinguish the water rights of another. It
14 was not until the SPPS that the conflict arose between the classes. The SPPS, in
15 subordinating/extinguishing the rights of the Willis Class, now presents a conflict for the classes as
16 to landowners who are members of one of the classes and who own pumping and non-pumping
17 parcels. If the Court orders that a class member may be in both classes, then Willis Class counsel
18 has a conflict of interest and must withdraw from representing the interests of the Class.
19

20 3. The Court-approved Willis Class settlement notice, which is substantially similar to
21 the original notice mailed to class members, defined the Class as follows:
22

23 *All private (i.e. non-governmental) landowners within the Antelope Valley Groundwater*
24 *Basin, who do not pump and have not pumped water on their properties, with certain exceptions*
set out below.

25 *You are not in the Class if you do not own real property within the Basin. In addition, you*
are NOT in the Class if any of the following are true as to you:

- 26 1. *You pump groundwater on your property or have ever pumped water on your property;*
27 *or*
28 2. *Your property is connected to and receives water from a public water supplier system,*
public utility or mutual water company; or

1 3. You are already a party to this litigation (but, in that event, you may elect to join the
2 Class). (See Settlement notice and Original notice attached as Exhibits 1 and 2)

3 4. The foregoing definition identified “persons” or “landowners” as members of the
4 Class, not parcels. A parcel based class or an “in rem” class would have read as follows:

5 *All parcels of land within the Antelope Valley that do not presently and have never pumped*
6 *groundwater in the past are in the Willis Class. If you own a non-pumping parcel then you are in*
7 *the Class only as to that non-pumping parcel(s).*

8 5. At the request of the Public Water Suppliers, the class definition was twice modified
9 before September 2, 2008. The third modification was made specifically to make sure that there
10 was no overlap between the classes. The September 2, 2008 Order provides:

11 *“The Class previously certified by the Court requires modification to ensure that it does not*
12 *overlap with the Class of Small Pumpers certified by the Court on August 11, 2008. Hence the*
13 *Willis Class should exclude all persons or entities to the extent they own a property within the Basin*
14 *on which they have ever pumped.”* (See September 2, 2008 Order attached as Exhibit 3)

15 Excluded from the Class were all persons who owned property within the Basin on which
16 they have pumped water at any time:

17 *The Court hereby modifies its prior Class Certification order in the following respects: The*
18 *Willis Class shall exclude all persons to the extent they own properties within the Basin on which*
19 *they have pumped water at any time.* (Exhibit 3, ¶ 1, page 3)

20 Further, because the Class lists were originally formed from County assessor parcel records,
21 which included improved and unimproved parcels, the Court made clear that any persons who
22 owned improved parcels were not in the Willis Class:

23 *Paragraph 1.D. of the Court’s Order of May 22, 2008 is hereby revised to provide as*
24 *follows: “The Class shall exclude all property(ies) that are listed as ‘improved’ by the Los Angeles*
25 *County of Kern County Assessor’s office, unless the owners of such properties declare under*
26 *penalty of perjury that they do not pump and have never pumped water on those properties.* (Exhibit
27 3, ¶ 2, page 3)

28 6. In his declaration Mr. McLachlan offers two email threads in support of the
argument that Willis Class counsel was aware that landowners may own both pumping parcels and
non-pumping parcels and they purportedly acquiesced in a class member’s participation in both
classes. (See Exhibits 5 and 6 of Opposition Brief). These email threads however relate to an

1 inquiry made by Mr. Fife regarding his client's participation in one or both classes. Mr. Zlotnick
2 made it clear in his email that the adjudication is NOT an "in rem" action and that the Court's order
3 clearly define the contours of the class- as a class of individuals not parcels:

4 *"I could show you earlier CMCs where the Judge expressly stated that this is not an in rem*
5 *action. I don't think anyone is bound by comments at case management statements, particularly*
6 *where there is a Court Order defining our Class that is on point."* (Email dated March 20, 2009,
11:09 AM attached as Exhibit 4)

7 While Mr. Zlotnick did indicate that he had no problem with persons being members of
8 both classes with respect to distinct properties, he made it clear that such participation was
9 permissible as long as there is no conflict:

10 *"As I wrote a few minutes ago, I have no problem with people being members of both classes*
11 *with respect to distinct properties. But Mike Fife has stated on more than one occasion that his*
12 *clients' interests are in conflict with and opposed to those of the Willis Class. We can't both*
represent the same people." (Exhibit 4)

13 Moreover, Mr. Zlotnick's comments were prospective and hypothetical, not descriptive of
14 the existing state of affairs – at a time when the Willis Class was already defined. He was not
15 describing the existing Class definitions but expressing his opinions as to potential changes to the
16 Class definition – changes that never occurred.

17
18 7. On March 20, 2009, Mr. McLachlan reached out to me in an effort to counter my
19 position that a class member may not be in both classes. He argued that the adjudication is a "parcel"
20 based proceeding not a "person" based proceeding and that a person may be a member of the Willis
21 Class, the Wood Class, and a client of Mr. Fife. (See Email dated March 20, 2009 at 11:12 a.m.
22 from Mr. McLachlan attached as Exhibit 4) I personally rejected that notion and informed Mr.
23 McLachlan that the classes should not overlap. (See Email dated March 19, 2009, at 8:27 p.m.
24 from Mr. Kalfayan attached as Exhibit 4)

25
26 8. In his declaration Mr. McLachlan points out that Willis Class counsel received
27 hundreds of phone messages or emails from landowners in response to the class notice and therefore
28 the firm must have been aware that there are landowners who owned both a dormant and a pumping

1 parcel. McLachlan Decl. at ¶14. The fact that there are landowners who own multiple parcels,
2 some pumping and some not, is not in dispute. Nor is it in dispute that Willis Class counsel was
3 aware of that fact since shortly after the commencement of the case. The Willis Class notice and
4 the landowner responses however preceded the submission of the SPPS. Before the SPPS, there
5 was no adversity or conflict between the Classes. Moreover, the Willis Class notice did not state
6 that Class members could also be members of the Wood Class. The Court's order of September 2,
7 2008 made clear, the two classes cannot overlap.

9 9. On or about June 18, 2015, I had a phone conversation with Mr. McLachlan
10 regarding this issue. In the phone conversation Mr. McLachlan told me the following: (1) he has
11 had dozens of phone conversations with purported Willis Class members who are also Wood Class
12 members; (2) he believes that over half of the Wood Class members are also Willis Class members;
13 (3) that we share the same clients and that we are both free to discuss the details of the case with
14 the dual clients; and (4) this is a parcel based in rem case and therefore we can represent many of
15 the same clients. These statements shocked me. I immediately told him that this would be improper
16 and unethical and that I would bring this matter to the Court's attention. Mr. McLachlan confirmed
17 part of this conversation in an email per my request:
18

19 *"Per your request of yesterday during our discussion on class membership boundaries, I*
20 *write to confirm that we have no objections to you talking to Willis class members who also have*
21 *properties in the Small Pumper Class. We are aware of numerous Small Pumper Class members*
22 *who also own vacant properties meeting the Willis Class definition.*

23 *We discussed this issue at length in 2009, and I believe at least once after that, and our*
24 *positions were essentially the same at that time. I do not believe this representation in distinct*
25 *lawsuits involving distinct legal rights raises per se conflicts of interest. You have not been able to*
26 *articulate a specific concern here, beyond some general feeling that you think there may be an*
27 *issue."* (See Email attached as Exhibit 5)

28 10. In the phone conversation Mr. McLachlan confirmed the fact that it was always my
position in our conversations regarding dual class members that one person could not be a member
of both classes. Mr. McLachlan's statement in his declaration to the effect that on February 1, 2010

1 and June 18, 2015 I did not express any concern with dual class membership is incorrect. I did in
2 fact express my belief that the Classes could not overlap, as provided by the Court's September 2,
3 2008 orders.

4 11. In his declaration Mr. McLachlan then points to an email from a landowner named
5 Mr. Savage and states that Mr. Zlotnick advised Mr. Savage to pursue class membership in both
6 classes. McLachlan Decl. at ¶ 12. Mr. Zlotnick did not so inform Mr. Savage. Mr. Zlotnick advised
7 Mr. Savage that he should file a response form for each parcel of property he owns; not that he
8 should pursue membership in both classes. Mr. Zlotnick remained consistent with the notice; Mr.
9 McLachlan's statement is factually incorrect.

11 12. It is my recollection that each time Mr. McLachlan asked me about the definition of
12 the Willis and Wood Classes and dual class member participation I told him the same thing- a
13 person may not be in both classes. Mr. McLachlan confirmed the consistency of my position in
14 our telephone conference of June 18, 2015. His statement that "Until June of 2015, at no time do I
15 recall Willis Class counsel informing me that they were advising "dual" class members that they
16 were not in the Willis Class" is factually incorrect.

18 13. In paragraph 15 of Mr. McLachlan's declaration, Mr. McLachlan states that I
19 expressed an interest to "get out of the case" based on inadequacy grounds after the Court denied
20 the Willis Class Motion to appoint an expert. While I did entertain the filing of a motion to
21 withdraw based on the Court's denial of expert witness fees, denial of Motion to enforce due
22 process rights of the Class, denial of the Motion to add the Archdiocese, and denial of the Motion
23 to Enforce the Willis Judgment, I chose not to do so. My comment to Mr. McLachlan was a thought
24 I had in passing and in hindsight should not have been shared with him.

26 14. Mr. McLachlan cites four transcripts of hearings from 2007 in his declaration, that
27 relate to the McCarran Amendment and the scope of the Willis Class. These transcripts were long
28

1 before the Wood Class was formed and relate to the times that the Court and all parties struggled
2 with the definition of the Class. It took two years to refine the Class definition and arrive at its
3 current form. Class counsel, the Court, and the parties struggled with who was in the Class and who
4 was excluded. The Willis Class made it clear that the class should not include pumpers and that
5 the classes should be formed so as to avoid any overlap. The September 2, 2008 order expressly
6 so provides.
7

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

10 Executed on August 18, 2015 at San Diego, California.

11
12
13 By:


Ralph B. Kalfayan

Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

REBECCA LEE WILLIS, on behalf of)	JUDICIAL COUNCIL COORDINATION
herself and all others similarly situated,)	PROCEEDING NO. 4408
)	
Plaintiff,)	
)	
vs.)	
)	
LOS ANGELES COUNTY)	NOTICE OF CLASS ACTION
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; and DOES 1 through)	
1,000;)	
)	
Defendants.)	
)	

TO: PRIVATE LANDOWNERS WITHIN THE ANTELOPE VALLEY

THIS LAWSUIT MAY AFFECT YOUR PROPERTY RIGHTS

This notice is to advise you about a pending class action lawsuit. You may be a member of the Class. **PLEASE TAKE THE TIME TO READ THIS IMPORTANT LEGAL NOTICE. YOU ARE REQUIRED TO SUBMIT THE ATTACHED RESPONSE FORM BY MARCH 1, 2009.**

This Class Action lawsuit involves water rights in the Antelope Valley Groundwater Basin. Plaintiff Willis brought this case to protect her right and that of other landowners in the Basin to pump water on their properties in the future. The case has been combined with other cases to determine all the groundwater rights in the Basin. The Court has not yet decided the case. This Notice is intended to inform you of the pendency of this case and advise you how you can protect your rights. You have been sent this Notice because as a property owner in the Antelope Valley your rights to pump and use groundwater on your property may be affected by this case. PLEASE SUBMIT THE ATTACHED RESPONSE FORM AS SOON AS POSSIBLE, EVEN IF YOU DO NOT OWN PROPERTY IN THE ANTELOPE VALLEY.

ARE YOU A MEMBER OF THE CLASS?

You have been designated as a possible class member because records show that you may own property in the Antelope Valley. The class includes all private (i.e., non-governmental) landowners within the Antelope Valley Groundwater Basin, with certain exceptions set out below. A map of the Basin is attached to this notice.

You are NOT in the Class if you fall within one of the categories set forth below. BUT YOUR RIGHTS MAY BE AFFECTED UNLESS YOU RETURN THE ATTACHED RESPONSE FORM AND MAKE CLEAR THAT YOU ARE NOT IN THE CLASS. HENCE, IT IS IMPORTANT THAT YOU RETURN THE RESPONSE FORM AS PROMPTLY AS POSSIBLE, EVEN IF YOU ARE NOT A CLASS MEMBER.

You are NOT in the Class if your property within the Antelope Valley Basin falls within any of the following categories:

1. You pump groundwater on your property or have ever pumped water on your property; *or*
2. Your property is connected to *and* receives water from a public water system, public utility or mutual water company; *or*
3. You are already a party to this litigation (but, in that event, you may elect to join the Class).

WHAT IS THE CASE ABOUT?

Under California law, property owners have a right to pump and use groundwater (water underneath the surface) on their land. In this case, however, the naturally available supply of water in the Basin may not be adequate to satisfy everyone who wants to use that water. Plaintiff Willis brought this action to protect her right and that of other Antelope Valley landowners to pump and use the water under their properties and to obtain compensation for any wrongful taking of their property rights. She claims that she and other landowners have water rights which are superior to the rights of certain public water suppliers (listed as defendants on page 1) to use that water. The public water suppliers claim that their historical pumping has given them superior water rights. If the public water suppliers win, your rights to use the groundwater under your property may be cut back.

In other words, the Willis Class Action asks the Court to rule that private land owners in the Antelope Valley who do not presently pump water on their properties retain the right to use the water underlying their properties. The Court has not yet ruled on these claims.

WHAT DO YOU NEED TO DO?

YOU ARE REQUIRED TO COMPLETE AND SUBMIT the attached RESPONSE FORM by March 1, 2009. You may complete and submit it online at www.avgroundwater.com or return it by mail to the address listed below. All persons who receive this Notice should submit the Response Form, so that the parties and Court will know whether you are a class member.

If you are a Class Member (any private (i.e., non-governmental) person or entity who owns property within the Antelope Valley Basin and who does not fall within any of the exclusions set forth above), you have the right to remain in the Class or exclude yourself from the Class. You should

complete and return the attached response form stating whether you wish to (a) remain in the Class or (b) exclude yourself from the Class.

If you remain in the Class

- You will be bound by the decision in the case, whether favorable or unfavorable.
- Plaintiff Willis and her attorneys will act as your representatives in this case, and you will not personally be obligated to pay any fees or costs out of your pocket.
- You *may*, but need not, hire your own lawyer at your own expense to represent you.

If you exclude yourself from the Class,

- You will not be bound by any decision that affects the Class.
- But you may be added to the lawsuit as an individual defendant, and you may have to represent yourself or hire a lawyer to represent you.

Please complete and submit the attached response form no later than March 1, 2009 either online at www.avgroundwater.com or to the following address:

Antelope Valley Groundwater Litigation
P.O. BOX 12013
Riverside, CA 92502-9839

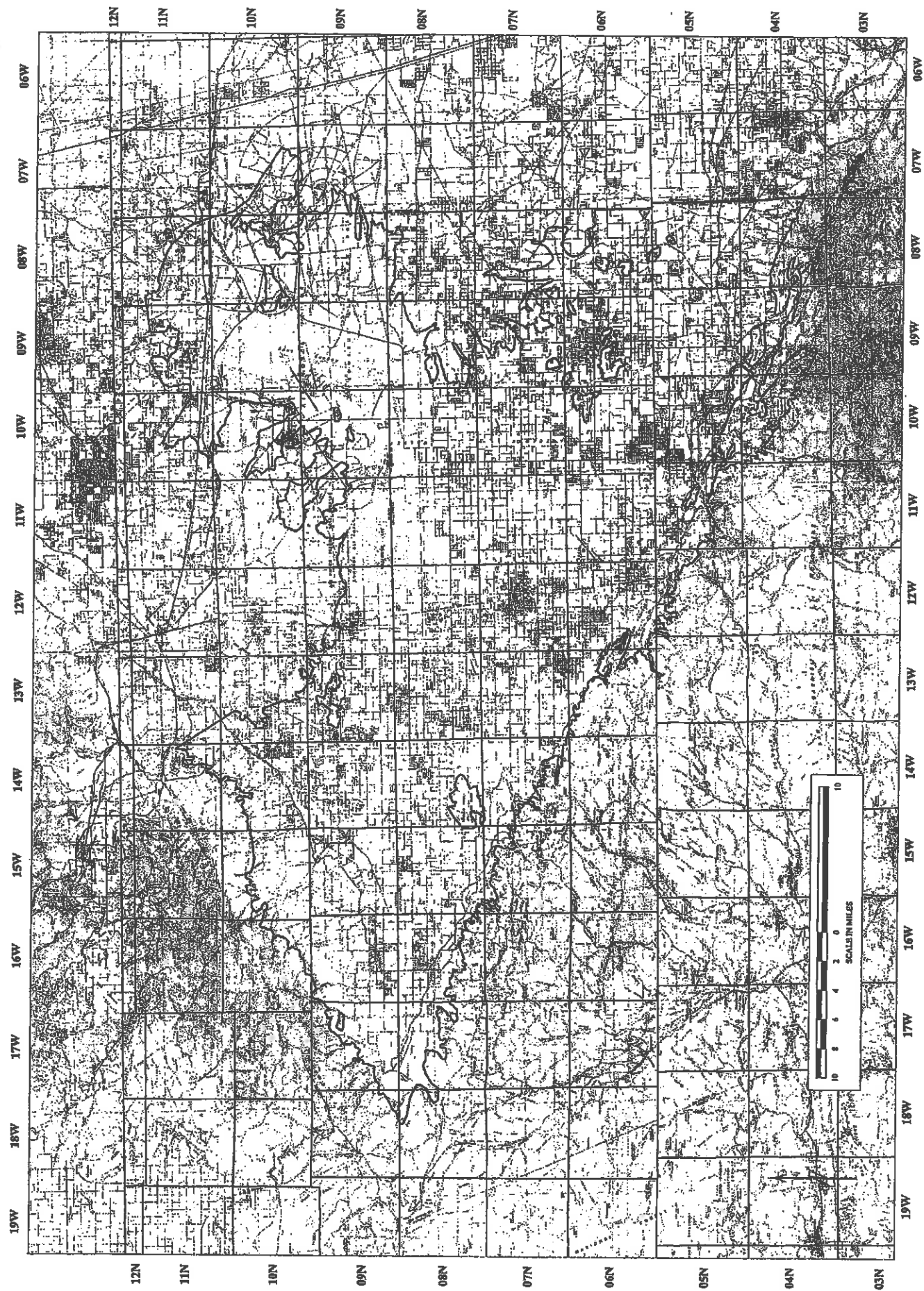
WHERE CAN YOU GET ADDITIONAL INFORMATION?

The amended complaint and certain other documents from the litigation are available at www.avgroundwater.com. You may complete and submit the response form on that website. In addition, that website has a list of answers to certain other questions you may have. That website has an e-mail address for you to obtain information if you have further questions. That website will be updated from time to time to advise you of the status of this litigation. Or you may call the following number for information: (866) 302-4225. Also, all of the documents filed in the case are available on the Court's website at <http://www.scefilng.org/cases/casehome.jsp?caseId=19>.

PLEASE DO NOT CALL OR WRITE THE COURT OR CLERK'S OFFICE. IF YOU HAVE ANY QUESTIONS, PLEASE CONSULT YOUR OWN COUNSEL, VISIT THE WEB SITES LISTED ABOVE, OR WRITE TO CLASS COUNSEL AT THE ADDRESS ABOVE.

Dated: December 17, 2008

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA FOR THE COUNTY OF LOS
ANGELES



Jurisdictional Boundary
Antelope Valley Groundwater Adjudication

Exhibit 2

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

REBECCA LEE WILLIS, on behalf of)
herself and all others similarly situated,)

Plaintiff,)

vs.)

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; and)
DOES 1 through 1,000;)

Defendants.)

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4408

**NOTICE OF PROPOSED WILLIS
CLASS ACTION SETTLEMENT
AND SETTLEMENT HEARING**

DATE: February 24, 2011

TIME: 10:00 a.m.

PLACE: Superior Court of Los Angeles
County, Courtroom 1 (5th Floor)
111 N. Hill Street
Los Angeles, CA

TO: PRIVATE LANDOWNERS WITHIN THE ANTELOPE VALLEY
THIS LEGAL NOTICE MAY AFFECT YOUR PROPERTY RIGHTS.
PLEASE READ IT CAREFULLY.

1. Why should I read this Notice?
2. What is this lawsuit about?
3. Who is covered by the proposed settlement?
4. What are the terms of the proposed settlement?
5. What do I need to do?
6. Can I exclude myself from the Class?
7. Why, when and where will the Settlement Hearing take place?
8. Who represents Plaintiff and the Class?
9. Why does Plaintiff's Counsel favor the Settlement?
10. How will Plaintiff's Counsel's fees be paid?
11. Will I have to pay anything?
12. Will I receive any monetary compensation?
13. What happens if the Settlement is approved by the Court?
14. What happens if the Settlement is not approved by the Court?
15. Where can I get additional information?
16. What are the Relevant Dates?
17. May I Pump Water on My Property?
18. What if I sell my property?

1. WHY SHOULD I READ THIS NOTICE

Available records indicate that you may own property in the Antelope Valley Groundwater Basin. Your property rights may be affected by the proposed settlement of this lawsuit. Your right to object to or comment on that settlement is described below. In addition, this notice contains important information about your disclosure obligations in the event you sell your property. ***PLEASE TAKE THE TIME TO READ THIS IMPORTANT LEGAL NOTICE, WHICH IS DIFFERENT FROM THE PRIOR NOTICE SENT TO YOU ABOUT THIS CASE.***

2. WHAT IS THIS LAWSUIT ABOUT?

Under California law, property owners have a right to pump groundwater (water underneath the surface) and use it for reasonable purposes on their overlying land. In this case, however, the naturally available supply of water in the Basin may not be adequate to satisfy the needs of everyone who wants to use that water. Plaintiff Willis brought this action to protect her right and that of other "dormant" Antelope Valley landowners (i.e., persons who do not now and have not previously pumped groundwater on their properties) to pump groundwater and use the water on their properties in the future. She claims that she and other such landowners have water rights which are superior to the rights of certain public water suppliers and entities (listed as defendants on page 1) to use that water. The public water suppliers claim that their historical pumping has given them superior water rights.

This lawsuit has been consolidated with other pending cases relating to groundwater rights in the Antelope Valley, but the proposed settlement only concerns this case.

3. WHO IS COVERED BY THE PROPOSED SETTLEMENT?

You have been designated as a possible class member because records indicate that you own property in the Antelope Valley. **The Willis class includes all private (i.e., non-governmental) landowners within the Antelope Valley Groundwater Basin who do not pump and have not pumped water on their properties**, with certain exceptions set out below. A map of the Basin is attached to this notice.

You are not in the Class if you do not own real property within the Basin. In addition, you are **NOT** in the Class if any of the following are true as to you:

1. You pump groundwater on your property or have ever pumped water on your property; or
2. Your property is connected to *and* receives water from a public water system, public utility or mutual water company; or
3. You are already a party to this litigation.

4. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

The following is a summary of the basic terms and conditions of the proposed settlement. You may view the complete settlement agreement at www.avgroundwater.com. If you do not have Internet access, you may request a copy of the settlement agreement by

writing to the following: Antelope Valley Groundwater Litigation, P.O. Box 12013, Riverside, CA 92502-9839.

In summary, the proposed settlement provides as follows: (capitalized terms are defined in the Agreement).

- a. The Class agrees not to contest the Settling Defendants' estimates of the Basin's Native Safe Yield. The Court will determine the Basin's Native Safe Yield based on evidence to be presented in open court.
- b. The Class agrees not to contest the Settling Defendants' estimates of the Basin's Total Safe Yield. The Court will determine the Basin's Total Safe Yield based on evidence to be presented in open court.
- c. The parties agree that the United States has a Federal Reserved Right to some portion of the Basin's Native Safe Yield, the amount of which will be determined by the Court.
- d. The Settling Parties agree that the Settling Parties each have rights to produce groundwater from the Basin's Native Safe Yield, as follows: (i) Settling Defendants collectively have the right to produce up to 15% of the Basin's Federally Adjusted Native Safe Yield; and (ii) the Willis Class has a correlative right (along with other overlying landowners) to produce up to 85% of the Federally Adjusted Native Safe Yield.
- e. All parties have the right to recapture return flows from water that they had imported. The Class agrees not to contest the Settling Defendants' estimates that such return flows total 28,200 acre-feet per year, of which 25,100 acre-feet is from municipal and industrial use.
- f. The Settling Parties agree that the Basin has limited water resources and that there is a need for a groundwater management plan for the Basin. The Parties have agreed to be bound by such a plan, as may later be ordered by the Court.
- g. The Settlement contains mutual releases of the claims the Settling Parties have asserted against each other in the litigation. The Settlement specifically provides that it will not prejudice the rights of non-settling parties.

5. WHAT DO I NEED TO DO?

You are not required to do anything. However, if you wish to object to the settlement or to Plaintiffs' Counsel's Application for Fees and Expenses, you should mail a Notice of Intent to Appear and Be Heard to the Clerk, Los Angeles County Superior Court, 111 N. Hill Street, Los Angeles, CA 90012. **That Notice should be sent by February 10, 2011** for it to be considered and must briefly state the position(s) you wish to take with respect to the Settlement and/or any related matters, such as counsel's fee application. In addition, you should send a copy of that Notice to the following attorneys by that date:

Ralph B. Kalfayan, Esquire
rkalfayan@kkbs-law.com
Krause Kalfayan Benink & Slavens LLP
625 Broadway, Suite 635
San Diego, CA 92101
Willis Class Counsel

Stefanie D. Hedlund, Esquire
avgroundwater@bbklaw.com
Best Best & Krieger LLP
400 Capitol Mall, Suite 1650
Sacramento, CA 95814
Liaison Counsel for Defendants

6. CAN I EXCLUDE MYSELF FROM THE CLASS?

No. Class members were previously given the opportunity to exclude themselves from the Class, but you may not do so at this time. If you previously excluded yourself from the Class and wish to rejoin the Class, you may request the Court's approval to do so by contacting Ms. Rowena Walker, Clerk, at (408) 882-2286.

7. WHY, WHEN, AND WHERE WILL THE SETTLEMENT HEARING TAKE PLACE?

The Court must approve the proposed settlement after a fairness hearing in order for the settlement to become effective. That fairness hearing will take place on February 24, 2011 at 10:00 a.m. in Courtroom 1 on the fifth floor of the Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012. ***You are welcome to attend that hearing but you are not required to attend.***

Any class member may appear in person or through counsel and state his or her comments on or objections to the proposed settlement and/or on counsel's fee application, but should mail a Notice of Intent to Appear pursuant to the procedures set forth in paragraph 5, above. ***You are not required to submit any papers to attend the fairness hearing, but if you wish to be heard at that hearing you should mail a Notice pursuant to the procedures set forth above.***

8. WHO REPRESENTS PLAINTIFF AND THE CLASS?

Plaintiff and the Class are represented by the following attorneys in this matter:

Ralph B. Kalfayan, Esquire ralph@kkbs-law.com
David B. Zlotnick, Esquire david@kkbs-law.com
Krause Kalfayan Benink & Slavens LLP
625 Broadway, Suite 635
San Diego, CA 92101
(619) 232-0331
(619) 232-4019 (fax)

9. WHY DOES CLASS COUNSEL SUPPORT THE SETTLEMENT?

Class Counsel believe that the settlement reflects a reasonable and fair resolution of the claims asserted in this matter. The Settling Defendants assert that they have prescriptive rights to substantially more than 15% of the Basin's Native Safe Yield; the Class asserts that the Settling Defendants have no such prescriptive rights. Counsel believe that the Settlement fairly compromises the parties' positions.

Under the Settlement, the Class has agreed not to contest the Settling Defendants estimates of the Basin's yield because we are confident that the Court will have adequate information to make an informed and fair determination of the Basin's yield. Other parties to the litigation have retained numerous experts who will provide evidence that will aid the Court in that determination.

The Court is required to independently determine the Basin's safe yield and other pertinent aspects of the Basin after hearing the relevant evidence, and the Settling Parties will be bound by the Court's findings in that regard. In addition, the Parties will be required to comply with the terms of any Physical Solution that may be imposed by the Court to protect the Basin, and the Court will not be bound by the Settling Parties' agreements in that regard. Willis

and Class Counsel believe that the Court will have the benefit of adequate relevant information to make fully informed decisions and that further participation by the Class may not be necessary. To the extent issues arise that affect the Class' rights, Class counsel will act to protect the Class' interests.

10. HOW WILL PLAINTIFF'S COUNSEL'S FEES BE PAID?

Plaintiffs' counsel will petition for an award of fees and expenses to be paid by the Settling Defendants. *You will not be responsible to pay any portion of their fees.*

Plaintiffs' counsel have worked on this matter for over 4 years without being paid and they have advanced considerable amounts to pay for out-of-pocket expenses, including travel, hearing transcripts, consultants, etc. Plaintiffs' Counsel reserve the right to seek a fee award of up to \$4.5 million to compensate them for their time and expenses in representing the Class in this matter. The Court will ultimately determine whether counsel are entitled to a fee award and the appropriate amount of any such award.

11. WILL I HAVE TO PAY ANYTHING?

No. You will not be required to pay anything in connection with the proposed settlement.

12. WILL I RECEIVE ANY MONETARY COMPENSATION FROM THE SETTLEMENT?

No. The settlement does not provide you with any monetary benefits. It simply preserves your correlative rights to use the groundwater under your property for reasonable and beneficial purposes.

13. WHAT HAPPENS IF THE SETTLEMENT IS APPROVED BY THE COURT?

If the Settlement is approved, the above litigation will be over. But the consolidated cases will continue until all claims to groundwater rights in the Basin have been settled or decided and a management plan (Physical Solution) has been adopted to protect the Basin, if necessary. The extent to which the Class will need to participate in those matters or other aspects of the consolidated cases is unclear at this time. The Class members will be bound by the terms of any later findings made by the Court and any Physical Solution imposed by the Court.

14. WHAT HAPPENS IF THE SETTLEMENT IS NOT APPROVED BY THE COURT?

If the settlement is not approved, the settlement agreement will be null and void and the parties will be returned to their prior positions in the litigation.

15. WHERE CAN I GET ADDITIONAL INFORMATION?

The amended complaint, the settlement agreement, and certain other documents from the litigation are available at www.avgroundwater.com. In addition, that website has a list of answers to certain other questions you may have and it has an e-mail address for you to obtain information if you have further questions. That website will be updated from time to time to advise you of the status of this litigation. Or you may call the following number for information: (619) 232-0331. Also, all of the documents filed in the case are available on the court's website at <http://www.scefilings.org/cases/casehome.jsp?caselid=19>.

16. WHAT ARE THE RELEVANT DATES?

The Settlement Hearing is scheduled for February 24, 2011. If you wish to be heard at the Hearing, you should mail a Notice of Intent to Appear and Be Heard with the Clerk, Los Angeles County Superior Court. **That Notice should be mailed by February 10, 2011** for it to be fully considered. In addition, by that date, you should send a copy of that Notice to the attorneys identified in paragraph 5, above.

17. MAY I PUMP WATER ON MY PROPERTY?

Yes. There are presently no restrictions on your ability to pump water on your property or the amount that you can pump for reasonable and beneficial uses on your property. However, it is likely that there will be limits imposed on the amount of pumping in the near future and that pumpers will be required to install meters on their pumps. *Hence, we strongly urge anyone who installs a pump on their property to make sure that it has a meter that will accurately record the amount of water pumped.* That will be less costly for you than being required to later install a meter on an existing pump.

18. WHAT HAPPENS IF I SELL MY ANTELOPE VALLEY PROPERTY?

If the Settlement is approved by the Court, anyone who acquires your property will be bound by the terms of the Settlement. Hence, you should disclose the terms of the Settlement to anyone who may acquire your Antelope Valley property.

PLEASE DO NOT CALL OR WRITE THE COURT OR CLERK'S OFFICE. IF YOU HAVE ANY QUESTIONS, PLEASE CONSULT YOUR OWN COUNSEL, VISIT THE WEB SITES LISTED ABOVE, OR WRITE TO CLASS COUNSEL AT THE ADDRESS ABOVE.

Dated: December, 2010

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA FOR
THE COUNTY OF LOS ANGELES

Exhibit 3

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 COORDINATED PROCEEDING
4 SPECIAL TITLE (Rule 1550(b))

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4408

5 ANTELOPE VALLEY GROUNDWATER
6 CASES

Included Actions:

7 REBECCA LEE WILLIS, on behalf of herself
8 and all others similarly situated,

PLAINTIFF WILLIS' ~~PROPOSED~~
SECOND ORDER MODIFYING
DEFINITION OF PLAINTIFF CLASS

9 Plaintiff,

10 vs.

11 LOS ANGELES COUNTY WATERWORKS
12 DISTRICT NO. 40; et al.,

Hearing:

13 Defendants.

Date: August 11, 2008

Time: 9:00 a.m.

14 Los Angeles County Superior Court
Case No. BC 364 553

Place: Dept. 1 (L.A. Super. Ct.)

Judge: Hon. Jack Komar

15 AND RELATED ACTIONS
16

17 WHEREAS, this matter came before the court for Hearing on August 11, 2008, on the Public
18 Water Suppliers' Motion to Amend or Modify September 11, 2007 Order Certifying Plaintiff Willis
19 Class (the "PWS Motion"); and

20 WHEREAS, the Court had entered an Order on September 11, 2007 certifying a Plaintiff
21 Class of non-pumping landowners (the "Willis Class"); and

22 WHEREAS, by Order dated May 22, 2008 (filed on June 3, 2008), the Court modified the
23 definition of the Willis Class in certain respects;

24 NOW, THEREFORE, having considered and reviewed the PWS Motion, the points and
25 authorities in support thereof, the responsive papers filed by other parties, and having considered the
26 file in this matter and the arguments presented at the hearing on the Motion and in connection with
27 prior Class Certification proceedings, and good cause appearing thereon;

28 THE COURT FINDS AS FOLLOWS:

1 A. In order to achieve a comprehensive, binding, and lasting adjudication of the water
2 rights at issue in this matter, it is important that all landowners within the Antelope Valley Basin be
3 made parties to this proceeding. The Willis Class previously certified encompasses the bulk of the
4 property in the Basin that is not owned by one of the present parties to this litigation.

5 B. The Class previously certified by the Court requires modification to ensure that it
6 does not overlap with the Class of Small Pumpers certified by the Court on August 11, 2008. Hence
7 the Willis Class should exclude all persons or entities to the extent they own a property within the
8 Basin on which they have ever pumped water.

9 C. The Class of non-pumping landowners set forth below satisfies all of the requirements
10 of Section 382 of the California Code of Civil Procedure and due process.

11 D. The proposed Class is so numerous that joinder of all members would be
12 impracticable.

13 E.. The claims asserted on behalf of Plaintiff Willis are typical of those asserted on
14 behalf of the absent Class members.

15 F. The claims asserted on behalf of the Class raise common issues of fact and law, which
16 predominate over any individual issues.

17 G. Willis is an adequate representative of the Class in that she is actively asserting her
18 rights and those of the absent Class members; and there is no adversity or conflict between Willis'
19 claims and those of the Class with respect to those issues.

20 H. Willis' counsel is adequate and capable to represent the Class.

21 I. The Class is ascertainable through the use of existing well permit records and other
22 records, as well as studies showing the properties within the Basin that are improved. All persons
23 who own property within the Basin and have filed such well permits shall be deemed excluded from
24 the Class unless they affirmatively respond that they fall within the Class definition. In addition, all
25 persons who own developed properties within the Basin which are outside the service area of any
26 municipal water provider shall be deemed excluded from the Class unless they affirmatively respond
27 that they fall within the Class definition

28 J. Class certification is the superior means to adjudicate this matter, especially in light

1 of the need to obtain a comprehensive adjudication of water rights that is binding on all landowners
2 within the Basin.

3 WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

4 1. The Court hereby modifies its prior Class Certification order in the following
5 respects: The Willis Class shall exclude all persons to the extent they own properties within the
6 Basin on which they have pumped water at any time.

7 2. Paragraph 1.D. of the Court's Order of May 22, 2008 is hereby revised to provide as
8 follows: "The Class shall exclude all property(ies) that are listed as 'improved' by the Los Angeles
9 County or Kern County Assessor's office, unless the owners of such properties declare under penalty
10 of perjury that they do not pump and have never pumped water on those properties."

11 3. The Court's prior Class Certification Orders remain binding in all other respects.

12 IT IS SO ORDERED.

13 Dated: SEP 02 2008

14 
15 HON. JACK KOMAR
16 JUDGE OF THE SUPERIOR COURT
17
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Exhibit 4

Ralph Kalfayan

From: David Zlotnick
Sent: Friday, March 20, 2009 11:09 AM
To: mike@mclachlanlaw.com; Ralph Kalfayan; Michael T Fife
Cc: Dan Oleary; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

Mike,

I could show you earlier CMCs where the Judge expressly stated that this is not an in rem action. I don't think anyone is bound by comments at case management statements, particularly where there is a Court Order defining our Class that is on point.

As I wrote a few minutes ago, I have no problem with people being members of both classes with respect to distinct properties. But Mike Fife has stated on more than one occasions that his clients' interests are in conflict with and opposed to those of the Willis Class. We can't both represent the same people.

dz

-----Original Message-----

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Friday, March 20, 2009 11:12 AM
To: Ralph Kalfayan; 'Michael T Fife'; David Zlotnick
Cc: 'Dan Oleary'; 'Bradley J Herrema'
Subject: RE: Water - Town Hall Meeting = April 7, 2009

I am just looking at this email now. Ralph, the court has been pretty clear that this adjudication is running based on the parcel, not the individual.

One person can have multiple properties, each with different property/water rights. I see no issue with such an individual being represented by multiple counsel. Indeed, given the land ownership issues and the over-riding goal of comprehensive adjudication, I don't see how the case can run otherwise. I don't understand what possible harm comes if Joe Smith is a member of both classes, for 2 different parcels. And further, if he has a 3rd piece that pumps over 25 afy, why can't he join up with AGWA on that parcel? He has 3 distinct interests and it should be his choice who best to press those interests.

If you and David have some legal or ethical basis for your position, it would help if you would articulate it. But I will note that neither of you objected to the Court's continued affirmation that this case is running off the parcel, not the person. So, in re-reading that transcript, I think you guys are stuck with that unless and until you go to the Court and get the judge to adopt some alternative position.

-----Original Message-----

From: Ralph Kalfayan [mailto:Ralph@kkbs-law.com]
Sent: Thursday, March 19, 2009 8:27 PM
To: Michael T Fife; David Zlotnick; mike@mclachlanlaw.com
Cc: Dan Oleary; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

MF, I am not against putting pressure on the PWS; my concern is that your town hall meeting interferes with our representation of the class.

The Farm Bureau may be putting on the show but you firm is appearing and sponsoring. Your flyer directly invites members of the Willis class to attend. This may be problematic. I think we should reserve judgment until we see the power point presentation and discuss further.

BTW, do you agree with David that if a landowner owns several parcels: one where he pumps more than 25 afy, another one where he pumps less than 25 afy, and lastly another non contiguous parcel that is dormant, and you represent that individual, with a written fee agreement, then he cannot be a member of either class? I think David is right, i.e. if you represent the individual then he cannot participate in either class.

What do you think?

Ralph B. Kalfayan
Krause, Kalfayan, Benink & Slavens
625 Broadway, Suite 635
San Diego, Ca 92101
Phone: 619-232-0331
Fax: 619-232-4019
Email: rkalfayan@kkbs-law.com

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-----Original Message-----

From: Michael T Fife [mailto:MFife@bhfs.com]
Sent: Thursday, March 19, 2009 4:42 PM
To: David Zlotnick; mike@mclachlanlaw.com
Cc: Dan Oleary; Ralph Kalfayan; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

David, et al.,

These meetings are organized primarily by the Farm Bureau. The intent is to mobilize political support for the landowner position in order to put pressure on the elected officials that govern our opponents. In my opinion, this is a far more effective use of our resources than is wasting time on discovery processes that are not going to produce any useful information anyway. This is just my opinion. It is probably useful that we are all focused on different approaches. I can say that the purveyors were pissed off after our last town hall meeting.

Especially LA County. They were particularly pissed off that we told people to call Antonovich and ask him why he is driving them to bankruptcy with this lawsuit.

I am not sure why you guys would object to putting political pressure on your opponents.

Michael

-----Original Message-----

From: David Zlotnick [mailto:David@kkbs-law.com]
Sent: Thursday, March 19, 2009 5:15 PM
To: Michael T Fife; mike@mclachlanlaw.com
Cc: Dan Oleary; Ralph Kalfayan; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

Mike,

The issues are separate to a degree. They are related to the extent that neither Mike nor I have any objection to you communicating with your clients. But I do think it inappropriate for you or your clients to solicit class members to participate in town hall meetings that are neither Court sanctioned nor organized by class counsel.

As to the other point, notwithstanding the CMC statements, I think you are wrong in the advice you are giving your clients, at least insofar as the Willis Class is concerned. The Class Certification Order expressly excludes from the Willis Class persons who are already parties to the litigation. But that is between you and your clients.

dz

-----Original Message-----

From: Michael T Fife [mailto:MFife@bhfs.com]
Sent: Thursday, March 19, 2009 4:07 PM
To: David Zlotnick; mike@mclachlanlaw.com
Cc: Dan Oleary; Ralph Kalfayan; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

As Mike points out, this issue is separate from the Town Hall meeting. I am advising my clients, and anyone who asks me, that per the Court's

2/27 statement, anyone who owns a dormant parcel or a parcel which has had 25 AFY or less water usage, can be a member of the class or classes.

If you have an order to the contrary, please show me. Members of my group have received class notices and are staying in the class. Nearly all my guys own a few dormant parcels, and several large farming operations are composed of numerous contiguous small parcels that each individually use less than 25 acre-feet.

-----Original Message-----

From: David Zlotnick [mailto:David@kkbs-law.com]
Sent: Thursday, March 19, 2009 3:48 PM
To: Michael T Fife; mike@mclachlanlaw.com
Cc: Dan Oleary; Ralph Kalfayan; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

Mike,

There is a Court Order that addresses these issues and that takes precedence over musings at a CMC. If you want to proceed on the basis of your interpretation of the Court's off-hand comments at CMC's, so be it.

In any event, your client's solicitation was clearly not limited to your current clients.

dz

-----Original Message-----

From: Michael T Fife [mailto:MFife@bhfs.com]
Sent: Thursday, March 19, 2009 3:32 PM
To: mike@mclachlanlaw.com; David Zlotnick
Cc: Dan Oleary; Ralph Kalfayan; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

Digest:

MM: You maybe can't talk to my clients

MF: My clients are your clients

DZ: No they're not

MF: Yes they are

DZ: No they're not

MF: Yes they are

-----Original Message-----

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Thursday, March 19, 2009 3:29 PM
To: Michael T Fife; 'David Zlotnick'
Cc: 'Dan Oleary'; 'Ralph Kalfayan'; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

I think I lost the thread here. Is this email related to the issue we are discussing today?

-----Original Message-----

From: Michael T Fife [mailto:MFife@bhfs.com]
Sent: Thursday, March 19, 2009 3:21 PM
To: David Zlotnick; mike@mclachlanlaw.com
Cc: Dan Oleary; Ralph Kalfayan; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

Please see Mike McLachlan's CMC statement filed 2/23 (page 4). These answers were provided in response to my CMC statement filed 2/23 (page 2). The judge said Mike's answers are the answers to the questions.

THE COURT: I THOUGHT THAT MR. MC LACHLAN'S

6 ANSWERS WERE PRETTY LUCID.

7 MR. FIFE: SO AS LONG AS WE KNOW THAT THOSE

8 ARE THE ANSWERS THEN THAT IS SATISFACTORY.

9 MR. MC LACHLAN: AND THIS IS MIKE MC LACHLAN

10 AGAIN. I GOT E-MAILS FROM BOTH I BELIEVE FROM JEFF

11 DUNN AND TOM BUNN AT LEAST FOR THEIR CLIENTS ANYWAY AND

12 THOSE ANSWERS ARE AGREEABLE AND I HEARD NO CONTRARY

13 OPINION NOT TO SAY THERE ISN'T BUT I BELIEVE THE

14 PURVEYORS GENERALLY AGREE THAT IS HOW THINGS ARE

15 STRUCTURED.

16 THE COURT: UNLESS SOMEBODY FILES A MOTION

17 ASKING THE COURT TO RULE TO THE CONTRARY I DON'T THINK

18 THERE IS ANYTHING FOR THE COURT TO DO WITH REGARD TO

19 THOSE ANSWERS.

-----Original Message-----

From: David Zlotnick [mailto:David@kkbs-law.com]
Sent: Thursday, March 19, 2009 2:42 PM
To: Michael T Fife; mike@mclachlanlaw.com
Cc: Dan Oleary; Ralph Kalfayan; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

All persons who are participating in the litigation are excluded from our Class, regardless of whether they own a property that would otherwise qualify them to be members of the Willis Class. Please make that clear to your clients.

dz

-----Original Message-----

From: Michael T Fife [mailto:MFife@bhfs.com]
Sent: Thursday, March 19, 2009 2:46 PM
To: David Zlotnick; mike@mclachlanlaw.com
Cc: Dan Oleary; Ralph Kalfayan; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

I posed this question to the Court at the last CMC and Mike said class membership is determined on a parcel by parcel basis with the explicit recognition that this means that some (actually most) of my clients are in each of your classes.

By the way, some of the Board members for the purveyors are also landowners and they are getting class notices.

-----Original Message-----

From: David Zlotnick [mailto:David@kkbs-law.com]
Sent: Thursday, March 19, 2009 2:30 PM
To: Michael T Fife; mike@mclachlanlaw.com
Cc: Dan Oleary; Ralph Kalfayan; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

Mike,

What do you mean by your "group members?" if they are clients, they are not in our class.

dz

-----Original Message-----

From: Michael T Fife [mailto:MFife@bhfs.com]
Sent: Thursday, March 19, 2009 2:34 PM
To: mike@mclachlanlaw.com
Cc: Dan O'leary; David Zlotnick; Ralph Kalfayan; Bradley J Herrema
Subject: RE: Water - Town Hall Meeting = April 7, 2009

Interesting position. Some of my group members are in both of your classes. Are you saying that I cannot talk to them without your permission?

-----Original Message-----

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Thursday, March 19, 2009 2:27 PM
To: Michael T Fife
Cc: 'Dan O'leary'; 'David Zlotnick'; 'Ralph Kalfayan'
Subject: RE: Water - Town Hall Meeting = April 7, 2009

Thanks. While the class counsel are not taking a position on this moment, you should be aware that there are rules regarding non-court-sanctioned attorney contact with class members during the litigation. I would suggest you look into that. There is a pretty good argument to be made that this is improper. While it would be hard for an aggrieved lawyer to stop Gene from doing what he is doing, it would be much easier to get you and your firm in hot water. After I speak with the other class lawyers a bit more, I'll let you know if we have formal objection to this. Down the road, I certainly would not be allowing Gene to circulate something like this directly targeted at class members, particularly if you are going to be present and speaking.

If you get an objection from my class, it will likely only be because now that we know about it, we have to raise concerns.

Mike

-----Original Message-----

From: Michael T Fife [mailto:MFife@bhfs.com]
Sent: Thursday, March 19, 2009 1:34 PM
To: mike@mclachlanlaw.com
Cc: Dan O'leary
Subject: RE: Water - Town Hall Meeting = April 7, 2009

Yes, I attended the last one too. My client group in association with the Farm Bureau is sponsoring these meetings

-----Original Message-----

From: Mike McLachlan [mailto:mike@mclachlanlaw.com]
Sent: Thursday, March 19, 2009 1:29 PM
To: Michael T Fife
Cc: 'Dan O'leary'
Subject: FW: Water - Town Hall Meeting = April 7, 2009

Michael, are you or another lawyer from your firm planning on attending this?

Exhibit 5

Ralph Kalfayan

From: Mike McLachlan <mike@mclachlan-law.com>
Sent: Friday, June 19, 2015 7:04 PM
To: Ralph Kalfayan
Cc: Dan Oleary
Subject: Antelope Valley, Classes

Ralph,

Per your request of yesterday during our discussion on class membership boundaries, I write to confirm that we have no objections to you talking to Willis class members who also have properties in the Small Pumper Class. We are aware of numerous Small Pumper Class members who also own vacant properties meeting the Willis Class definition.

We discussed this issue at length in 2009, and I believe at least once after that, and our positions were essentially the same at that time. I do not believe this representation in distinct lawsuits involving distinct legal rights raises per se conflicts of interest. You have not been able to articulate a specific concern here, beyond some general feeling that you think there may be an issue.

Mike McLachlan

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