

Ralph B. Kalfayan, SBN133464
David B. Zlotnick, SBN 195607
KRAUSE, KALFAYAN, BENINK
& SLAVENS LLP
625 Broadway, Suite 635
San Diego, CA 92101
Tel: (619) 232-0331
Fax: (619) 232-4019

Attorneys for Plaintiff and the 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, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40; CITY OF LANCASTER;
CITY OF LOS ANGELES; 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; MOJAVE PUBLIC
UTILITY DISTRICT; and DOES 1 through
1,000;

Defendants.

) RELATED CASE TO JUDICIAL
) COUNCIL COORDINATION
) PROCEEDING NO. 4408
)

) The Honorable Jack Komar
) Coordination Trial Judge
)

) **REBECCA WILLIS' AND THE**
) **CLASS'MEMORANDUM OF POINTS**
) **AND AUTHORITIES WITH RESPECT**
) **TO THE LANDOWNERS' MOTION**
) **TO DISMISS PUBLIC WATER**
) **SUPPLIERS' CROSS-COMPLAINT**
)

) DATE: June 19, 2009
) TIME: 10:00 a.m.
) PLACE: Dept. 17C
)

) JUDGE: Hon. Jack Komar
)
)

Class Plaintiff Rebecca Willis ("Willis") submits this memorandum of points and
authorities with respect to the landowner cross-defendants' pending motion to dismiss. Willis

1 respectfully suggests that the Court deny the Motion as premature.

2 The Willis and Wood Classes are actively participating in these coordinated proceedings,
3 albeit as Plaintiffs challenging the Public Water Suppliers (the “Suppliers”) prescription claims,
4 and not as defendants to any claims seeking a Basin-wide allocation of water rights. It is,
5 however, neither necessary nor desirable to compel the Suppliers to name the Classes at this
6 stage.

7 In that regard, Willis notes that there are serious procedural complications attendant to
8 the landowners’ suggestion that the Suppliers assert cross-claims against the Willis and Wood
9 Classes. At a minimum, that would require not simply the filing of a cross-claim, but
10 certification of defendant classes and new notices to those classes advising them that they are
11 being sued.

12 Willis believes that the additional complications, delay, and expense that would result
13 from forcing the Suppliers to assert claims against the Classes are unwarranted at this stage of
14 the litigation. The case will soon be at issue on the subjects of overdraft and yield that are being
15 decided at the next phase of trial. Only if the Suppliers prevail on their claims of overdraft and
16 prescription, which the Landowners dispute, will it be necessary to allocate the Basin’s water
17 resources. Hence, the Motion is premature and should follow the next phase of trial.

18 ARGUMENT

19 Willis recognizes that there is some merit to the Landowners’ arguments. At least on a
20 technical level, the current pleadings of the PWS may well be less than perfect. But, as a
21 practical matter, all parties are or soon will be represented before the Court in these coordinated
22 proceedings, and, after years of effort, the matter will soon be at issue. Of equal importance, the
23 next phase of trial will focus on overdraft and yield. The resolution of those issues is a matter in
24 which all parties have an interest and which will not require an allocation of water rights. Hence,
25 the Court can and should proceed as to those issues without requiring amendments to the
26 pleadings that will create significant new procedural obstacles.

27 In that regard, it is ironic that the Landowners complain that “[t]hese proceedings are
28 devolving into a free-for-all” in the context of a motion that would delay and further complicate

1 this already very complex group of coordinated proceedings. It is high time, after years of
2 litigation, for the Court to determine whether the Basin is in a state of overdraft. That finding
3 will then dictate the appropriate course of further proceedings.

4 Contrary to the Landowners' argument, the fact that the Court has required the Suppliers
5 to serve their complaint on persons who opted out does not support the position that the
6 Suppliers must serve the Classes. The simple fact is that persons who opted out are not parties to
7 or participating in these coordinated proceedings; by contrast, the Classes are parties to and
8 actively participating in these proceedings and will be bound by the Court's findings. Moreover,
9 there is no danger that the Classes will abandon their claims; under Rule 3.770, the Court must
10 approve any settlement or dismissal of those claims.

11 Undoubtedly, one of the reasons behind the Landowners' motion is their fear that the
12 Wood Class will settle with the Public Water Suppliers in return for an allocation of the Basin's
13 water to the detriment of the other Landowners. But no one – least of all the Classes – could
14 settle this case to the prejudice of another party without a full fairness and good faith hearing that
15 examined everyone's rights.

16 CONCLUSION

17 For the reasons stated above, the Court should deny as premature the Landowners'
18 Motion to Dismiss.

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20 Dated: June 16, 2009

KRAUSE KALFAYAN BENINK
& SLAVENS LLP

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22
23 /s/ Ralph B. Kalfayan
24 Ralph B. Kalfayan, Esq.
25 David B. Zlotnick, Esq.
26 Attorneys for Plaintiff Willis and the Class
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