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

10 **ANTELOPE VALLEY**
11 **GROUNDWATER CASES**

12 This Pleading Relates to Included Action:
13 REBECCA LEE WILLIS, on behalf of
14 herself and all others similarly situated,

14 *Plaintiff,*

15 v.

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

Defendants.

RELATED CASE TO JUDICIAL COUNCIL
COORDINATION PROCEEDING NO. 4408

**WILLIS CLASS' CASE MANAGEMENT
STATEMENT**

Date: September 26, 2014
Time: 10:00 am
Place: Courtroom 222
Judge: Hon. Judge Komar

1 The Willis class respectfully submits the following case management statement in
2 advance of the September 26, 2014 hearing.

3 Since the last Case Management Conference statement, Willis class counsel participated
4 in several rounds of discussions with the various parties regarding a proposed physical solution
5 for the basin; landowners and public water suppliers were present throughout those meetings.
6 None of those sessions produced a change in any of the parties' positions vis-à-vis the
7 groundwater rights of the Willis class. Indeed, at the last session, two landowner parties asked
8 Willis class counsel not to participate in the discussions as they were not settling parties. Class
9 counsel was excluded from the discussion because, as argued by one landowner, the conversation
10 may deal with sensitive confidential information that should only be shared with settling parties.
11 Since Willis is not a settling party, it was argued, class counsel should not participate.
12

13 As the court is aware, the Willis class represents the largest group of landowners in this
14 adjudication. The class includes over 65,000 parcels comprising more than 500,000 acres. Some
15 landowners within the class own as little as 2.5 acres while others own more than 500 acres. The
16 groundwater rights at stake include a native safe yield of 82,300 AFY. The value of that yield is
17 significant. The Willis class landowners seek to preserve their right to pump groundwater from
18 the native safe yield prospectively and seek to protect the judgment that was entered by this Court
19 back in 2011. While it is true that there are no claims by or against the Willis class, the Willis
20 class agreed to be bound by a physical solution that was consistent with the 2011 judgment.
21 Without revealing the substance of the proposed settlement, it is the position of the Willis class
22 that the terms relative to the non-pumping class contained in the presently proposed agreement
23 contravenes well settled principles of law on the rights of overlying landowners, interferes with
24 the due process rights of the class, conflicts with settled equitable principles, and are wholly
25 inconsistent with the judgment entered by this Court in 2011.
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1 To help achieve a true “global” physical solution, or at least one that would include the
2 non-pumping class, Willis class counsel floated alternative proposals to the entire group. The
3 Willis Class’ proposed terms fairly allocates the native safe yield in harmony with Constitutional
4 mandates and, equally importantly, aligns the physical solution with the terms of the Willis class
5 judgment. To our knowledge, the Willis proposed terms were unacceptable to the group.
6

7 The Willis class remains willing to participate in a physical solution with all parties
8 provided the agreement is consistent with the Willis Stipulation of Settlement and resulting final
9 judgment. However, the Willis Class will oppose any attempts by the overlying pumping
10 landowners and the public water suppliers to subordinate the Willis class, extinguish its
11 groundwater rights to the native safe yield, or exclude its right to share in the native safe yield
12 free of replacement assessments. Any physical solution must be consistent with the Willis
13 settlement and this Court’s 2011 Judgment approving the settlement.
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16 Respectfully submitted,

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20 Ralph B. Kalfayan, Esq.
21 KRAUSE, KALFAYAN, BENINK &
22 SLAVENS, LLP
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1 **PROOF OF SERVICE**

2 I, Ian Krupar, declare:

3 I am a citizen of the United States and employed in San Diego County, California. I am
4 over the age of eighteen years and not a party to the within-entitled action. My business address is
5 Krause Kalfayan Benink & Slavens, LLP 550 West C Street, Suite 530, San Diego, California
92101. On September 19, 2014, I caused the foregoing document(s):

6 **WILLIS' CLASS' STATUS CONFERENCE STATEMENT**

7 to be served on the parties in this action, as follows:

8 (X) (BY ELECTRONIC SERVICE) by posting the document(s) listed above to the Santa
9 Clara County Superior Court website: www.scefilings.org regarding the Antelope Valley
Groundwater matter.

10 () (BY U.S. MAIL) I am readily familiar with the firm's practice of collection and
11 processing of documents for mailing. Under that practice, the above-referenced document(s) were
12 placed in sealed envelope(s) addressed to the parties as noted above, with postage thereon fully
13 prepaid and deposited such envelope(s) with the United States Postal Service on the same date at
San Diego, California, addressed to:

14 () (BY FEDERAL EXPRESS) I served a true and correct copy by Federal Express or other
15 overnight delivery service, for delivery on the next business day. Each copy was enclosed in an
16 envelope or package designed by the express service carrier; deposited in a facility regularly
maintained by the express service carrier or delivered to a courier or driver authorized to receive
documents on its behalf; with delivery fees paid or provided for; addressed as shown on the
accompanying service list.

17 () (BY FACSIMILE TRANSMISSION) I am readily familiar with the firm's practice of
18 facsimile transmission of documents. It is transmitted to the recipient on the same day in the
19 ordinary course of business.

20 (X) (STATE) I declare under penalty of perjury under the laws of the State of California that
the above is true and correct

21 () (FEDERAL) I declare under penalty of perjury under the laws of the United States of
22 America that the foregoing is true and correct.

23
24 
Ian D. Krupar