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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 ANTELOPE VALLEY
12 GROUNDWATER CASES

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

15 *Plaintiff,*

16 v.
17

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

26 *Defendants.*
27
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RELATED CASE TO JUDICIAL COUNCIL
COORDINATION PROCEEDING NO. 4408

The Honorable Jack Komar
Coordination Trial Judge

**DECLARATION OF RALPH B. KALFAYAN,
ESQ. IN SUPPORT OF CASE MANAGEMENT
CONFERENCE STATEMENT REGARDING
WILLIS CLASS' DEMAND FOR INCLUSION
IN SETTLEMENT NEGOTIATIONS**

Date: January 7, 2015

Time: 9:00 am

Place: Telephonic Hearing

Judge: Hon. Judge Komar

1 I, Ralph B. Kalfayan, declare and state as follows:

2 1. I am a partner at the law firm of Krause Kalfayan Benink & Slavens, LLP
3 ("KKBS"), and Class Counsel for the Willis Class in the above captioned matter. I submit this
4 declaration in support of the Willis Class Demand for Inclusion in Settlement Negotiations. The
5 matters stated herein are true to the best of my own personal knowledge and, if called upon as a
6 witness to testify thereto, I would and could competently do so.
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8 2. Attached as Exhibit A to the Case Management Conference Statement filed herewith
9 ("CMC Statement") are true and correct copies of the Willis Class Case Management Conference
10 Statements dated April 25, 2012, June 13, 2012, and October 9, 2012.

11 3. Attached as Exhibit B to the CMC Statement are true and correct copies of two
12 emails, one dated August 21, 2014 from Mr. Kalfayan to Mr. Garner (confidential settlement terms
13 offered by the Willis Class are redacted) and another dated August 22, 2014 from Mr. Garner to
14 Mr. Kalfayan.
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16 4. Attached as Exhibit C to the CMC Statement are true and correct copies of two
17 emails, one dated October 7, 2014 at 4:22 pm from me to Mr. Garner and another dated October 7,
18 2014 at 4:40 pm from Mr. Garner to Mr. Kalfayan.

19 5. Attached as Exhibit D to the CMC Statement are true and correct copies of two
20 emails, one dated December 14, 2014, from Mr. Jeff Dunn to Mr. Allan Graf and another dated
21 December 15, 2014, from Mr. Graf to Mr. Dunn and Mr. Kalfayan.
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23 6. Attached as Exhibit E to the CMC Statement is a true and correct copy of an email
24 dated December 16, 2014, from Mr. Kalfayan to Mr. Dunn.

25 7. For three years since the Court entered the Willis Class Amended Judgment
26 (between 2011 and 2014), as Class Counsel for the Willis Class, I have monitored the trial court
27 proceedings and limited the Willis Class' involvement in the proceedings. In prior Case
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1 Management Conference Statements, the Willis Class explained to the parties its reasons for its
2 limited participation. Namely, all Class claims were released and dismissed via a Final Judgment
3 and not a single pumping overlying landowner had asserted a claim challenging the Class' rights
4 to share correlatively in the Native Safe Yield. Furthermore, the PWS insisted on a contractual
5 term in the Stipulation of Settlement that precluded Class Counsel from seeking future attorneys'
6 fees and costs against them except under certain circumstances. Also, the Court's Consolidation
7 Order prohibited Class Counsel from seeking attorneys' fees and costs from other landowner
8 parties. Even though the Class limited its involvement, as Class Counsel, I was ready and willing
9 to negotiate a global settlement consistent with the Willis Stipulation of Settlement. To facilitate
10 a physical solution, in 2012, as Class Counsel I inquired of PWS' counsel whether it was
11 necessary to attend mediation sessions related to a physical solution. I was told that the Class'
12 participation was not required in mediation.
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15 8. In or about June 2014, PWS' counsel first furnished me as Class Counsel with a
16 draft of the stipulated proposed physical solution ("SPPS"). I reached out to the PWS after
17 receiving the draft of the SPPS in an attempt to reach a reasonable compromise. I provided the
18 PWS with a letter outlining the deficiencies with the SPPS and provided written alternatives for a
19 physical solution that could satisfy the objectives of the parties, including the interests of the
20 United States and the interests of the Class. None of my written letters were responded to by the
21 PWS. On or about August 2014, I met in person with Mr. Garner and Mr. Dunn, counsel for
22 District 40, at the offices of Best Best & Krieger to discuss the SPPS. At this meeting, each side
23 presented its position and it was agreed that further discussions would take place to resolve the
24 Willis Class issues. As Class Counsel, I was hopeful that the PWS would not directly violate the
25 Stipulation of Settlement and would facilitate a compromise acceptable to the Willis Class and
26 consistent with the 2010 Stipulation of Settlement.
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1 9. On August 21, 2014, I emailed Mr. Garner requesting comments on alternative
2 proposals for a SPPS. Mr. Garner responded via email that he was working on some ideas and had
3 calendared next week for a follow up. No one from Best Best & Krieger followed up with me
4 regarding the interests of the Willis Class in participating in a physical solution.

5 10. On or about September 2014, I appeared at a telephonic mediation session among
6 all the parties. Shortly after the mediation session started, two landowner counsel requested that as
7 Class Counsel for the Willis Class, I not participate in the settlement discussion. I was told to leave
8 the call as the mediation was confidential and privileged. I further discovered at this mediation that
9 District 40 specifically requested in 2012 and 2013 that the Willis Class not be included in any of
10 the settlement discussions that led to the SPPS.

11 11. The only other communications between me as Class Counsel and the PWS
12 regarding a physical solution after the Court's entry of the November 4, 2014 Case Management
13 Order related to District 40's email to outside counsel for the Archdiocese of Los Angeles, Mr.
14 Allan Graf. In that email, District 40's counsel, Mr. Jeffrey Dunn, informed Mr. Graf that he
15 wanted to discuss "the existing Willis Class and the Archdiocese" and "the representation of the
16 Archdiocese of Los Angeles in the Antelope Valley Groundwater Adjudication." After Mr. Graf
17 promptly informed me of District 40 counsel's email to him, I immediately sent an email to District
18 40's counsel informing them that as Class Counsel, I must be included in any and all
19 communications with outside counsel for the Archdiocese of Los Angeles. District 40's counsel
20 never contacted me and Mr. Graf to follow up on the December 15, 2014, email to the Archdiocese
21 of Los Angeles.

22 12. In its Case Management Statement, the City of Los Angeles states that it
23 "participated in numerous negotiations sessions, discussions, drafting sessions and other written
24 communications with a large group of parties over at least the past year in order to formulate terms
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1 and form of a proposed Judgment and Physical Solution...". To the best of my knowledge the
2 Willis Class was not invited to these sessions. I was never privy to "other written communications
3 with a large group of parties over at least the past year in order to formulate terms and form a
4 proposed Judgment and Physical Solution."

5
6 I certify and declare under penalty of perjury under the laws of the State of California that
7 the foregoing is true and correct.

8 Executed on January 5, 2015 at San Diego, California.

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10 By: 
11 Ralph B. Kalfayan, Esq.
12 Class Counsel for the Willis Class
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