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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:
13 REBECCA LEE WILLIS and DAVID
14 ESTRADA, on behalf of themselves and all
others similarly situated,

15 *Plaintiffs,*

16 v.

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

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

**WILLIS CLASS' SECOND
SUPPLEMENTAL OBJECTIONS TO
AMENDED PROPOSED STATEMENT OF
DECISION AND AMENDED PROPOSED
JUDGMENT**

Date: December 23, 2015

Time: 10:00 am

Place: Los Angeles County Superior Court,
Room 222, 111 North Hill Street
Los Angeles, California 90012

Judge: Hon. Jack Komar

1 On Monday, December 21, 2015, at 5:43 p.m. the Public Water Suppliers filed and served
2 an Amended Proposed Statement of Decision and an Amended Proposed Judgment. These
3 amendments merit another set of objections by the Willis Class as they add statements that are
4 factually incorrect. Therefore, the Willis Class respectfully submits this Second Supplemental
5 Objections to the Proposed Statement of Decision and Proposed Judgments.
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7 Page 14, lines 20-23, of the Amended Statement of Decision states: "The Willis Class
8 concedes, however, the Court has authority to reasonably limit or burden the exercise of their
9 overlying right." This statement is factually incorrect. The Willis Class makes no such concession.
10 The law is clear, that absent prescription against the Willis Class or an individualized finding of
11 unreasonable use by a Willis Class member, neither the Court nor the parties may modify, limit, or
12 impair the groundwater rights of the Willis Class. As the California Supreme Court has stated: "In
13 ordering a physical solution, therefore, a court may neither change priorities among the water rights
14 holders nor eliminate vested rights in applying the solution without first considering them in
15 relation to the reasonable use doctrine. (See 1 Rogers & Nichols, Water for California (1967) §
16 404, p. 549." (City of Barstow v. Mojave Water Agency, (2000) 23 Cal.4th 1224, 1250.) Here, the
17 Public Water Suppliers released all claims of prescription against the Willis Class by settlement
18 and the Court has made no findings of unreasonable use by any Willis Class member. Therefore,
19 the Willis Class does not concede that the exercise of a member's overlying right may be limited
20 or burdened.
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23 In addition, the Court's jurisdiction is limited by its own prior judgment. The Willis Class
24 Stipulation of Settlement, and the 2011 Willis Class Judgment provide that the Willis Class shares
25 in 85% of the native safe yield correlatively with other landowners free of replacement assessment.
26 The Settlement and Judgment also provide that the Class is bound only by a physical solution that
27 is consistent with the Class' right to correlatively pump groundwater from the native safe yield with
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1 other landowners free of replacement assessment. Here, the physical solution is inconsistent with
2 the Settlement and prior Judgement because it denies the Willis Class any right to pump any portion
3 of the native safe yield; and, the right of a Class Member to construct a well and pump groundwater
4 from the Basin is subject to the discretion of the Watermaster and is subject to a replacement
5 assessment. See the New Production Application Procedure contained in paragraph 18.5.13 of the
6 proposed physical solution. The application process and regulatory procedures are onerous,
7 expensive, and unnecessary per the undisputed testimony of Willis Class expert Mr. Stephen Roach.
8 Thus the only limitations that may be imposed on the Willis Class are those identified in the
9 Stipulation of Settlement and in the 2011 Willis Class Judgment.
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11 Lastly, the Amended Statement of Decision and Amended Proposed Judgment fail to state
12 a basis for the Court's finding that there was no breach of the 2011 Willis Class Stipulation of
13 Settlement and 2011 Willis Class Judgment by the Public Water Suppliers. In paragraph IV.D.2,
14 of the Stipulation of Settlement, the Public Water Suppliers agreed that they "will not take any
15 positions or enter into any agreements that are inconsistent with the exercise of the Willis Class
16 Members' Overlying Right to produce and use their correlative share of 85% of the Basin's
17 Federally Adjusted Native Safe Yield." There is no question that the proposed physical solution
18 modifies the groundwater rights of the Willis Class. The document boldly states on page 34, lines
19 20 to 22 that: "...the failure of the Non-Pumper Class members to Produce and Groundwater under
20 the facts here modifies their rights to Produce Groundwater except as provided in this Judgement."
21 Yet, despite their agreement in the Stipulation of Settlement, the Public Water Suppliers stipulated
22 to the terms of the proposed physical solution which are inconsistent with the "Willis Class
23 Members' Overlying Right to produce and use their correlative share of 85% of the Basin's
24 Federally Adjusted Native Safe Yield." The amended Statement of Decision and Amended
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1 Judgment offer no basis for the Court's legal conclusion that the Public Water Suppliers have not
2 breached the Stipulation of Settlement and the Willis Class Judgment.

3 **Substitute Language.** To accurately reflect the position of the Willis Class, the sentences
4 quoted from page 14, lines 21 to 27 should read: "[I]n certain situations, as the Willis Class argues,
5 unexercised overlying rights can be exercised at any time, regardless of whether there has been any
6 previous use. According to the Willis Class, that means that the unexercised overlying owners
7 should be able to begin pumping at any time, subject to the native safe yield, in a manner consistent
8 with the Willis Class Judgment and the California Constitution."


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10 The Willis Class incorporates by reference as though fully set forth herein the Objections
11 to the Statement of Decision and Proposed Judgment filed on December 14, 2015, docket #10988,
12 and the Supplemental Objections to the Statement of Decision and Proposed Judgment filed on
13 December 21, 2015, docket #11009.

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15 Respectfully submitted,

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18 Dated: December 22, 2015

KRAUSE KALFAYAN BENINK & SLAVENS, LLP

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21 By:


22 Ralph B. Kalfayan, Esq.
23 Class Counsel for the Willis Class
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