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Attorneys for Plaintiff Richard Wood and the Class

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordination Proceeding
Special Title (Rule 1550(b))

ANTELOPE VALLEY GROUNDWATER
CASES

RICHARD A. WOOD, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40; et
al.

Defendants.

Judicial Council Coordination
Proceeding No. 4408

Lead Case No. BC 325201

Case No.: BC 391869

**RICHARD WOOD'S STATUS
CONFERENCE STATEMENT**

Date: January 7, 2015
Time: 9:00 a.m.
Dept.: Telephonic

1 The Small Pumper Class submits this brief in response to the Willis Class
2 filings and Case Management Conference Statement, all of which erroneously
3 contend that it was excluded from the settlement negotiations. Indeed, as Class
4 Counsel Ralph Kalfayan admits, he has been physically and telephonically
5 present during some of these settlement conferences and has presented his
6 position to the other parties. (Kalfayan Decl. ¶¶ 8 & 10.)

7 The noise that Willis now makes is not about being excluded from the
8 settlement process as it is about a very small faction of the Willis Class not being
9 satisfied with the terms offered to the Willis Class. The Willis Class' position has
10 been heard at length, on multiple occasions, by the Settling Parties as a group,
11 and also by various counsel appointed to discuss the settlement with Mr.
12 Kalfayan. (McLachlan Decl., ¶ 2.) The same is true of other non-setting parties,
13 each of who has presented its position to the settling parties and had that group
14 engage in thorough discourse about those positions. (McLachlan Decl., ¶¶ 3-4.)

15 In short, Willis has had a full airing of its position, and that position has
16 been rejected for very good reason. But, the Willis Class has been given rights
17 under the agreement that are entirely consistent with its earlier settlement with
18 the public water suppliers, as well as the rights of all the other parties under
19 applicable law. (McLachlan Decl., ¶ 5.)

20 The Willis Class settlement terms are inconsistent with the state
21 Constitution and established precedent – terms that would give the Willis Class
22 superior rights to every other party. These terms arise in large part from Class
23 Counsel's fundamental misunderstanding of correlative rights. But this issue,
24 and any others germane to the question of the Willis Class' rights, will be
25 addressed in full, at the time set by this Court in its Case Management Order,
26 after the Court has received and reviewed the Stipulation and Physical Solution.

27 Engaging in hypothetical discourse over the unpublished settlement is the
28 very definition of a pointless exercise. Willis should brief and argue its position on

June 1, 2015. (Case Management Order, November 4, 2013.)

DATED: January 6, 2015

LAW OFFICES OF MICHAEL D. McLACHLAN
LAW OFFICE OF DANIEL M. O'LEARY

By: _____
Michael D. McLachlan
Attorneys for Plaintiff

1 I, Michael D. McLachlan, declare:

2 1. I make this declaration of my own personal knowledge, except where
3 stated on information and belief, and if called to testify in Court on these matters,
4 I could do so competently. I am counsel of record of record for Richard Wood
5 and the Small Pumper Class, and am duly licensed to practice law in California.

6 2. Ralph Kalfayan has been heard directly by all parties involved in the
7 settlement process. His positions have been discussed for many hours over a
8 course of the last year. I personally have been designated to discuss settlement
9 matters directly with Mr. Kalfayan, and have done so on multiple occasions. I am
10 also informed that other attorneys, including some representing the water
11 suppliers, have also dealt directly with Mr. Kalfayan on settlement issues.

12 3. There is no single lawyer or party that has been present in all of the
13 settlement negotiations. I myself was excluded from the general discussions on
14 several occasions for lengthy periods of time so that the other parties could
15 confidentially discuss their joint strategy for dealing with the many complex
16 issues relating to the Small Pumper Class. Similarly, private landowners and
17 their counsel met for many days in private throughout the settlement discussions,
18 as did the public water suppliers and other factions. From my many years of
19 experience with complex, multi-party negotiations, I have never seen them
20 conducted in any other fashion.

21 4. I know of no party to this proceeding who was not allowed to state its
22 position during the settlement negotiations, and those who wished to appear in
23 person did so, including Wesley Miliband and Ralph Kalfayan, neither of who
24 represents a settling party.

25 5. As the Court will hopefully soon find out, the Judgment and
26 Physical Solution does in fact account for the Willis Class, and does provide class
27 members a means to pump groundwater in the future.
28

1 I declare under penalty of perjury under the laws of the State of California
2 that the foregoing is true and correct. Executed this 6th day of January, 2015, at
3 Hermosa Beach, California.

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6 Michael D. McLachlan
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