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

10 ANTELOPE VALLEY  
11 GROUNDWATER CASES

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

15 *Plaintiffs,*

16 v.

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

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

Honorable Judge Jack Komar  
Coordinated Trial Judge

**WILLIS CLASS' SCHEDULE OF  
OBJECTIONS AND INCONSISTENCIES TO  
STIPULATED PROPOSED PHYSICAL  
SOLUTION ("SPPS")**

Date: August 3, 2015

Time: 10:00 a.m.

Place: Superior Court of California

County of Los Angeles

111 North Hill Street, Room 222

Los Angeles, CA 90012

1 The Willis Class hereby submits the following separate statement of objections in support  
 2 of their Opposition to the Stipulated Proposed Physical Solution ("SPPS"):

Item #	Stipulated Proposed Physical Solution	Objections
1	<b>Introduction.</b> This Judgment is entered as a Judgment binding on all Parties served or appearing in this Action, including without limitation, those Parties which have stipulated to this Judgment, are subject to prior settlement(s) and judgment(s) of this Court, have defaulted or hereafter stipulate to this Judgment.	The SPPS binds the Willis Class without their consent. The SPPS violates the Willis Class Stipulation of Settlement and Amended Final Judgment (Collectively Willis Judgment).
2	<b>3.1 Jurisdiction.</b> This Action is an <i>inter se</i> adjudication of all claims to the rights to Produce Groundwater from the Basin alleged between and among all Parties.1 This Court has jurisdiction over the subject matter and Parties herein to enter a Judgment declaring and adjudicating the rights to reasonable and beneficial use of water by the Parties in the Action pursuant to Article X, section 2 of the California Constitution.	The Willis class' rights have been determined by Judgment. There is no jurisdiction over the Willis Class to enter a judgment inconsistent with the Willis Class Judgment. No party has sued to subordinate the water rights of the Willis Class. Willis Class members have not received notice that their water rights are at risk of being modified by the SPPS.
4	<b>3.2 Parties.</b> The Court required that all Persons having or claiming any right, title or interest to the Groundwater within the Basin be notified of the Action. Notice has been given pursuant to the Court's order. All Public Water Suppliers, landowners, Non-Pumper Class and Small Pumper Class members and other Persons having or making claims have been or will be included as Parties to the Action. All named Parties who have not been dismissed have appeared or have been given adequate opportunity to appear.	The Willis Class's rights have been determined by a Judgment of this Court. Because no landowner has sued the Willis Class, Willis is not adverse to any pumping landowner parties. Willis Class Members have not had any notice that their water rights will be modified by the SPPS.
5	<b>3.4 Need for a Declaration of Rights and Obligations for a Physical Solution.</b> The Physical Solution set forth in this Judgment: (1) is a fair and reasonable allocation of Groundwater rights in the Basin after giving due consideration to water rights priorities and the mandate of Article X, section 2 of the California 4 Constitution; (2) provides for a reasonable sharing of Imported Water costs; (3) furthers the mandates of the State Constitution and State water policy; and (4) is a remedy that gives due consideration to applicable common law rights and priorities to use Basin water and storage space without substantially impairing such rights.	This physical solution does not reasonably allocate water rights, violates the common law, violates Article X section 2 of the California Constitution, sections 106 and 106.3 of the Water Code, state water policy and is inconsistent with the Willis Class Judgment.

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2	6	<b>3.5.2 Adjusted Native Safe Yield.</b> The Native Safe Yield minus (1) the Production Right allocated to the Small Pumper Class under Paragraph 5.1.3, (2) the Federal Reserved Water Right under Paragraph 5.1.4, and (3) the State of California Production Right under Paragraph 5.1.5. The Adjusted Native Safe Yield as of the date of entry of this Judgment is 70,686.6 acre-feet per year.
3		This is not consistent with the definition of the Willis Class Judgment. Willis Class defined the term Federal Adjusted Native Safe Yield as 74,700 (82,300 less 7,600). The PWS received 15% of the FANSY or 11,205. Here, PWS received 12,345 or 15% of the entire 82,300 NSY. The rights of the PWS are overstated by 1,140 AFY.
4	7	<b>3.5.22 Non-Pumper Class.</b> All private (i.e., non-governmental) Persons and entities that own real property within the Basin, as adjudicated, that are not presently pumping water on their property and did not do so at any time during the five Years preceding January 18, 2006. The Non-Pumper Class includes the successors-in-interest by way of purchase, gift, inheritance, or otherwise of such Non-Pumper Class members' land within the Basin. The Non-Pumper Class excludes (1) all Persons to the extent their properties are connected to a municipal water system, public utility, or mutual water company from which they receive water service, (2) all properties that are listed as "improved" by the Los Angeles County or Kern County Assessor's offices, unless the owners of such properties declare under penalty of perjury that they do not pump and have never pumped water on those properties, and (3) those who opted out of the Non-Pumper Class. The Non-Pumper Class does not include landowners who have been individually named under the Public Water Suppliers' cross-complaint, unless such a landowner has opted into such class.
5		This Definition is inaccurate. The Willis Class Judgment and Stipulation of Settlement define the Class as follows: "All private (i.e., non-governmental) persons and entities that own real property with the Basin, as adjudicated, that are not presently pumping water on their property and have not done so at any point in time ("the Class"). The Class includes the successors-in-interest by way of purchase, gift, inheritance, or otherwise of such landowners. The class excludes the defendants herein, any person, firm, trust, corporation, or other entity in which any defendant has a controlling interest or which is related to or affiliated with any of the defendants, and the representatives, heirs, affiliates, successors-in-interest or assigns of any such excluded party. The Class also excludes all persons to the extent their properties are connected and receive service from a municipal water system, public utility, or mutual water company. The Class shall [further] exclude all property(ies) that are listed as "improved" by the Los Angeles County or Kern County Assessor's Office, unless the owners of such properties declare under penalty of perjury that they do not pump and have never pumped water on those properties."
6	8	<b>5.1 Allocation of Rights to Native Safe Yield.</b> Consistent with the goals of this Judgment and to maximize reasonable and beneficial use of the Groundwater of the Basin pursuant to Article X, section 2 of the California Constitution, all the
7		It is unfair, prejudicial and inequitable to recognize the priority of Water Code Section 106 for the Small Pumper Class, but not for the Willis Class. The Wood Class has Water Code section 106 priority but not the Willis Class because the

1		Production Rights established by this Judgment are of equal priority, except the Federal Reserved Water Right which is addressed in Paragraph 5.1.4, and with the reservation of the Small Pumper Class Members' right to claim a priority under Water Code section 106.	Willis Class water rights are subordinated to (behind) all other rights allocated by the SPPS.
2	9	<b>5.1.1 Overlying Production Rights.</b> The Parties listed in Exhibit 4, attached hereto and incorporated herein by reference, have Overlying Production Rights. Exhibit 3 sets forth the following for each Overlying Production Right: (1) the Pre-Rampdown Production; (2) the Production Right; and (3) the percentage of the Production from the Adjusted Native Safe Yield	Willis Class Members are not accorded an overlying production right. A fixed, guaranteed, and permanent right to others of the entire Native Safe Yield apparently divests the Willis Class of any right to produce from the NSY in the future since such new production will result in overdraft. It is a <i>de facto</i> extinguishment of their rights.
3	10	<b>5.1.1.3</b> Overlying Production Rights may be transferred pursuant to the provisions of Paragraph 16 of this Judgment.	Transferability is not consistent with the California Constitution in an overdrafted Basin and is not a reasonable and beneficial use of the water in this Basin.
4	11	<b>5.1.2 Non-Pumper Class Rights.</b> The Non-Pumper Class members claim the right to Produce Groundwater from the Native Safe Yield for reasonable and beneficial uses on their overlying land as provided for in this Judgment. On September 22, 2011, the Court approved the Non-Pumper Class Stipulation of Settlement through an amended final judgment that settled the Non-Pumper Class' claims against the Public Water Suppliers ("Non-Pumper Class Judgment"). A copy of the Non-Pumper Class Judgment and the Non-Pumper Class Stipulation of Settlement are attached for reference only as Appendices A and B. This Judgment is consistent with the Non-Pumper Class Stipulation of Settlement and Judgment. Future Production by a member of the Non-Pumper Class is addressed in the Physical Solution.	This physical solution is not consistent with the Willis Class Judgment.  Pursuant to paragraph V.B of the Stipulation of Settlement, "The Settling Parties agree to be part of...a Physical Solution to the extent it is consistent with the terms of this Stipulation and to be subject to Court-administered rules and regulations consistent with California and Federal law and the terms of this Stipulation."  Pursuant to paragraph IV.D.2 of the Stipulation of Settlement, the Willis Class has a correlative share of 85% of the Federally Adjusted Native Safe Yield for reasonable and beneficial uses free of replacement assessment. The SPPS allocates none of the Federally Adjusted Native Safe Yield to the Willis Class.
5	12	<b>5.1.2.1</b> The Non-Pumper Class members shall have no right to transfer water pursuant to this Judgment.	It is discriminatory, unfair, and inconsistent to give one group of overlying landowners a right of transfer, but not the other group of landowners.
6	13	<b>5.1.3 Small Pumper Class Production Rights.</b> Subject only to the closure of the Small Pumper Class membership, the Small Pumper Class's aggregate Production Right is 3806.4 acre-feet per Year.	The Small Pumper Class has a right to a total of 9,516 AFY free of any replacement assessment. If up to 3 AFY per parcel is pumped, this amount will exceed the Native Safe Yield. The

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	<p>Allocation of water to the Small Pumper Class is set at an average Small Pumper Class Member amount of 1.2 acre-feet per existing household or parcel based upon the 3172 known Small Pumper Class Member parcels at the time of this Judgment. Any Small Pumper Class Member may Produce up to and including 3 acre-feet per Year per existing household for reasonable and beneficial use on their overlying land, and such Production will not be subject to Replacement Water Assessment. Production by any Small Pumper Class Member above 3 acre-feet per Year per household or parcel will be subject to Replacement Water Assessment, as set forth in this Judgment. Administrative Assessments for unmetered Production by Small Pumper Class Members shall be set based upon the allocation of 1.2 acre-feet per Year per household or parcel, whichever is the case; metered Production shall be assessed in accord with the actual Production.</p>	<p>administrative assessment is on 1.2 AFY, yet members of the Small Pumper Class can pump up to 3.0 AFY per parcel. 1.8 AFY escapes any administrative assessment.</p>
14	<p><b>5.1.3.1</b> The Production of Small Pumper Class Members of up to 3 acre-feet per Year of Groundwater per household or per parcel for reasonable and beneficial use shall only be subject to reduction if: (1) the reduction is based upon a statistically credible study and analysis of the Small Pumper Class' actual Native Safe Yield Production, as well as the nature of the use of such Native Safe Yield, over at least a three Year period; and (2) the reduction is mandated by Court order after notice to the Small Pumper Class Members affording a reasonable opportunity for the Court to hear any Small Pumper Class Member objections to such reduction, including a determination that Water Code section 106 may apply so as to prevent a reduction.</p>	<p>The allocation of up to 3 AFY to the Small Pumper Class is a permanent allocation as it requires an undefined "statistically credible study" and a "court order" and a Water Code Section 106 determination. This gives an unfair and inequitable preference to the Small Pumper Class over the Non-Pumper Willis Class.</p>
15	<p><b>5.1.3.2</b> The primary means for monitoring the Small Pumper Class Members' Groundwater use under the Physical Solution will be based on physical inspection by the Watermaster, including the use of aerial photographs and satellite imagery. All Small Pumper Class Members agree to permit the Watermaster to subpoena the electrical meter records associated with their Groundwater wells on an annual basis. Should the Watermaster develop a reasonable belief that a Small Pumper Class Member household is using</p>	<p>The Small Pumper Class escapes metering, but the Willis Class is required to meter. This is inequitable. The purpose of a Physical Solution is to determine water rights vis-à-vis others. This can only be effectuated through metering and reporting. If the Willis Class has to meter and report, so should the Small Pumper Class. Failure to monitor and report will promote waste and inefficiency.</p>

1		in excess of 3 acre-feet per Year, the Watermaster may cause to be installed a meter on such Small Pumper Class Member's well at the Small Pumper Class Member's expense.	
2	16	5.1.3.4 Defaults or default judgments entered against any Small Pumper Class Member who did not opt out of the Small Pumper Class are hereby deemed non-operative and vacated <i>nunc pro tunc</i> , but only with respect to their ownership of real property meeting the Small Pumper Class definition.	The same default provision that benefits the Small Pumper Class should be provided to the Willis Class.
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4	17	5.1.3.6 Unknown Small Pumper Class Members are defined as: (1) those Persons or entities that are not identified on the list of known Small Pumper Class Members maintained by class counsel and supervised and controlled by the Court as of the Class Closure Date; and (2) any unidentified households existing on a Small Pumper Class Member parcel prior to the Class Closure Date. Within ten (10) Court days of the Class Closure Date, class counsel for the Small Pumper Class shall publish to the Court website and file with the Court a list of the known Small Pumper Class Members.	The Court appointed an expert to assist the Court in determining the pumping rights of the Small Pumper Class. The Court has not appointed an expert to assist the Court in determining the prospective uses of the Non-Pumper Willis Class.
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6	18	5.1.3.7 Given the limited number of additions to the Small Pumper Class during the more than five Years since the initial notice was provided to the Class, the Court finds that the number of potentially unknown Small Pumper Class Members and their associated water use is likely very low, and any Production by unknown Small Pumper Class Members is hereby deemed to be <i>de minimis</i> in the context of this Physical Solution and shall not alter the Production Rights decreed in this Judgment. However, whenever the identity of any unknown Small Pumper Class Member becomes known, that Small Pumper Class Member shall be bound by all provisions of this Judgment, including without limitation, the assessment obligations applicable to Small Pumper Class Members.	The Wood Class has a <i>de minimis</i> exemption while the Non-Pumper Willis Class does not. In addition, the Wood Class has a <i>de minimis</i> 1.8 AFY agricultural use. The Willis Class does not.
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8	19	5.1.3.8 In recognition of his service as class representative, Richard Wood has a Production Right of up to five 5 acre-feet per Year for reasonable and beneficial use on his parcel free of Replacement Water Assessment. This Production Right shall	Each acre foot permanently allocated to the landowner permanently deprives the Willis Class of its right to pump from the NSY.
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1		not be transferable and is otherwise subject to the provisions of this Judgment.	
2	20	<b>5.1.4.1</b> In the event the United States does not Produce its entire 7,600 acre-feet in any given Year, the unused amount in any Year will be allocated to the Non-Overlying Production Rights holders, except for Boron Community Services District and West Valley County Water District, in the following Year, in proportion to Production Rights set forth in Exhibit 3. This Production of unused Federal Reserved Water Right Production does not increase any Non-Overlying Production Right holder's decreed Non-Overlying Production Right amount or percentage, and does not affect the United States' ability to fully Produce its Federal Reserved Water Right as provided in Paragraph 5.1.4 in any subsequent Year. Upon entry of a judgment confirming its Federal Reserved Water Rights consistent with this Judgment, the United States waives any rights under State law to a correlative share of the Groundwater in the Basin underlying Edwards Air Force Base and Air Force Plant 42.	Unused federal pumping rights may amount to 6,000 AFY. The benefit to the PWS is large and is not consistent with the Willis Class Judgment. It is inequitable and illegal. The rights of the PWS are overstated in light of the Willis Class Judgment.
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15	21	<b>5.1.5.3</b> If at any time, the amount of water supplied to the State of California by District No. 40, AVEK, or Rosamond Community Service District is no longer available or no longer available at reasonable rates to the State of California, the State of California shall have the additional right to Produce Native Safe Yield to meet its reasonable and beneficial needs up to 787 acre-feet per Year, the amount provided by District No. 40, AVEK and Rosamond Community Services District to the State of California in the Year 2013.	It is clear that imported water may not be available or may be limited; further, imported water may be very expensive. In such an event the State has a right to the NSY. The Non-Pumper Willis Class is unfairly excluded entirely from the NSY. This is inconsistent with the Willis Judgment and inequitable. The reasonableness of the rate is not determined in this paragraph.
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22	22	<b>5.1.6 Non-Overlying Production Rights.</b> The Parties listed in Exhibit 3 have Production Rights in the amounts listed in Exhibit 3. Exhibit 3 is attached hereto, and incorporated herein by reference. Non-Overlying Production Rights are subject to Pro-Rata Reduction or Increase only pursuant to Paragraph 18.5.10.	The PWS overlying production right is inconsistent with the Willis judgment. The PWS received FANSY not NSY. This provision overstates their water right by 1100 AFY. The PWS ask the Willis Class to honor their right to pump 15% NSY for free but demand that the Willis Class members subordinate their water rights and pay to pump groundwater.
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27	23	<b>5.1.10 Production Rights Claimed by Non-Stipulating Parties.</b> Any claim to a right to Produce Groundwater from the Basin by a Non-Stipulating Party shall be	This Court has repeatedly stated that a settlement among certain parties cannot bind non-settling parties, but the SPPS would do just that.
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	<p>subject to procedural or legal objection by any Stipulating Party.</p> <p>Should the Court, after taking evidence, rule that a Non-Stipulating Party has a Production Right, the Non-Stipulating Party shall be subject to all provisions of this Judgment, including reduction in Production necessary to implement the Physical Solution and the requirements to pay assessments, but shall not be entitled to benefits provided by Stipulation, including but not limited to Carry Over pursuant to Paragraph 15 and Transfers pursuant to Paragraph 16. If the total Production by Non-Stipulating Parties is less than seven percent (7%) of the Native Safe Yield, such Production will be addressed when Native Safe Yield is reviewed pursuant to Paragraph 18.5.9.</p> <p>If the total Production by Non-Stipulating Parties is greater than seven percent (7%) of the Native Safe Yield, the Watermaster shall determine whether Production by Non-Stipulating Parties would cause Material Injury, in which case the Watermaster shall take action to mitigate the Material Injury, including, but not limited to, imposing a Balance Assessment, provided however, that the Watermaster shall not recommend any changes to the allocations under Exhibits 3 and 4 prior to the redetermination of Native Safe Yield pursuant to Paragraph 18.5.9. In all cases, however, whenever the Watermaster re-determines the Native Safe Yield pursuant to Paragraph 18.5.9, the Watermaster shall take action to prevent Native Safe Yield Production from exceeding the Native Safe Yield on a long-term basis.</p>	<p>Any non-stipulating production is subject to objection in the future. Yet the Stipulating Parties may pump their FPA free from any objection in the future. If the Court rules that non-stipulating parties have a production right, then they have the burdens of this physical solution, but not the benefits of the physical solution. That is inequitable, inconsistent, and illegal.</p>
24	<p><b>6.1 Injunction Against Unauthorized Production.</b> Each and every Party, its officers, directors, agents, employees, successors, and assigns, except for the United States, is ENJOINED AND RESTRAINED from Producing Groundwater from the Basin except pursuant to this Judgment.</p>	<p>The Willis Class is enjoined from producing groundwater from the NSY in the future. This is illegal, inequitable, and inconsistent with the Willis Judgment, which states: “The Settling Parties agree that the Willis Class Members have an Overlying Right to a correlative share of 85% of the Federally Adjusted Native Safe Yield for reasonable and beneficial uses on their overlying land free of any Replacement Assessment. The Settling Defendants will not take any positions or enter into any</p>



1		agreements that are inconsistent with the exercise of the Willis Class Member's Overlying Right to produce and use their correlative share of the 85% of the Basin's Federally Adjusted Native Safe Yield."	
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4	25	<b>6.4 Injunction Against Transportation From Basin.</b> Except upon further order of the Court, each and every Party, its officers, agents, employees, successors and assigns, is ENJOINED AND RESTRAINED from transporting Groundwater hereafter Produced from the Basin to areas outside the Basin except as provided for by the following. The United States may transport water Produced pursuant to its Federal Reserved Water Right to any portion of Edwards Air Force Base, whether or not the location of use is within the Basin. This injunction does not prevent Saint Andrew's Abbey, Inc., U.S. Borax and Tejon Ranchcorp/Tejon Ranch Company from conducting business operations on lands both inside and outside the Basin boundary, and transporting Groundwater Produced consistent with this Judgment for those operations and for use on those lands outside the Basin and within the watershed of the Basin as shown in Exhibit 9.	The exportation of groundwater in favor of Abbey, Borax, and Tejon is contrary to law and it harms the Basin and the Willis Class.
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16	26	<b>6.5 Continuing Jurisdiction.</b> The Court retains and reserves full jurisdiction, power and authority for the purpose of enabling the Court, upon a motion of a Party or Parties noticed in accordance with the notice procedures of Paragraph 20.6 hereof, to make such further or supplemental order or directions as may be necessary or appropriate to interpret, enforce, administer or carry out this Judgment and to provide for such other matters as are not contemplated by this Judgment and which might occur in the future, and which if not provided for would defeat the purpose of this Judgment.	The Court has no jurisdiction to amend the judgment. This paragraph is too narrow.
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24	27	<b>7.1 Purpose and Objective.</b> The Court finds that the Physical Solution incorporated as part of this Judgment: (1) is a fair and equitable basis for satisfaction of all water rights in the Basin; (2) is in furtherance of the State Constitution mandate and the State water policy; and (3) takes into account water rights priorities, applicable public trust interests and the Federal Reserved Water Right. The Court	This physical solution is inequitable, illegal, and inconsistent with the Willis Class Judgment. The Court needs to appoint an expert to assist the Court in determining the reasonable and beneficial uses of all parties.
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1		finds that the Physical Solution establishes a legal and practical means for making the maximum reasonable and beneficial use of the waters of the Basin by providing for the long-term Conjunctive Use of all available water in order to meet the reasonable and beneficial use requirements of water users in the Basin. Therefore, the Court adopts, and orders the Parties to comply with this Physical Solution.	
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6	28	<b>7.4 Water Rights.</b> A Physical Solution for the Basin based upon a declaration of water rights and a formula for allocation of rights and obligations is necessary to implement the mandate of Article X, section 2 of the California Constitution. The Physical Solution requires quantifying the Producers' rights within the Basin in a manner which will reasonably allocate the Native Safe Yield and Imported Water Return Flows and which will provide for sharing Imported Water costs. Imported Water sources are or will be available in amounts which, when combined with water conservation, water reclamation, water transfers, and improved conveyance and distribution methods within the Basin, will be sufficient in quantity and quality to assure implementation of the Physical Solution. Sufficient information and data exists to allocate existing water supplies, taking into account water rights priorities, within the Basin and as among the water users. The Physical Solution provides for delivery and equitable distribution of Imported Water to the Basin.	The Willis Class has a correlative rights Judgment. They have no notice of quantification proceedings. The Willis Class is not able to quantify its rights without an expert appointed by the Court. This physical solution ignores the priority right of the Willis Class. The Willis Class is not able to counter reasonable and beneficial uses of any other landowner.
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19	29	<b>8.1 Installation of Meters.</b> Within two (2) Years from the entry of this Judgment all Parties other than the Small Pumper Class shall install meters on their wells for monitoring Production. Each Party shall bear the cost of installing its meter(s). Monitoring or metering of Production by the Small Pumper Class shall be at the discretion of the Watermaster, subject to the provisions of Paragraph 5.1.3.2.	Small Pumper Class Members are excluded from metering while Willis Class Members are required to meter. Failure to monitor and report encourages waste.
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24	30	<b>8.4.1</b> During the Rampdown period, District No. 40 agrees to purchase from AVEK each Year at an amount equal to 70 percent of District No. 40's total annual demand if that amount is available from AVEK at no more than the then current AVEK treated water rate. If that amount is not available from AVEK, District No. 40 will purchase as much water as AVEK	This paragraph highlights the unreliability of State Water deliveries and the sensitivity of water rates. It provides favorable rates to the PWS. The Court needs an expert to assist in the determination of the fairness of all drought provisions.
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	<p>makes available to District No. 40 at no more than the then current AVEK treated water rate. Under no circumstances will District No. 40 be obligated to purchase more than 50,000 acre-feet of water annually from AVEK. Nothing in this Paragraph affects AVEK's water allocation procedures as established by its Board of Directors and AVEK's Act.</p>	
31	<p><b>9.2.1</b> The Non-Pumper Class Stipulation of Settlement, executed by its signatories and approved by the Court in the Non-Pumper Class Judgment, specifically provides for imposition of a Replacement Water Assessment on Non-Pumper Class members. This Judgment is consistent with the Non-Pumper Class Stipulation of Settlement and Judgment. The Non-Pumper Class members specifically agreed to pay a replacement assessment if that member produced "more than its annual share" of the Native Safe Yield less the amount of the Federal Reserved Right. (See Appendix B at paragraph V., section D. Replacement Water.) In approving the Non-Pumper Class Stipulation of Settlement this Court specifically held in its Order after Hearing dated November 18, 2010, that "the court determination of physical solution cannot be limited by the Class Settlement." The Court also held that the Non-Pumper Class Stipulation of Settlement "may not affect parties who are not parties to the settlement."</p>	<p>The SPPS is not consistent with the Willis Class Judgment. The Willis Settlement provides: "The Settling Parties agree that the Willis Class Members have an Overlying Right to a correlative share of the 85% of the Federally Adjusted Native Safe Yield for reasonable and beneficial uses on their overlying land free of any Replacement Assessment. The Settling Defendants will not take any positions or enter into any agreements that are inconsistent with the exercise of the Willis Class Member's Overlying Right to produce and use their correlative share of the 85% of the Basin's Federally Adjusted Native Safe Yield." The Willis Settlement States:</p> <p>"The Settling Parties agree to be part of...a Physical Solution to the extent it is consistent with the terms of this Stipulation and to be subject to Court-administered rules and regulations consistent with California and Federal law and the terms of this Stipulation."</p>
32	<p><b>9.2.2</b> Evidence presented to the Court demonstrates that Production by one or more Public Water Suppliers satisfies the elements of prescription and that Production by overlying landowners during portion(s) of the prescriptive period exceeded the Native Safe Yield. At the time of this Judgment the entire Native Safe Yield is being applied to reasonable and beneficial uses in the Basin.</p> <p>Members of the Non-Pumper Class do not and have never Produced Groundwater for reasonable beneficial use as of the date of this Judgment. Pursuant to <i>Pasadena v. Alhambra</i> (1949) 33 Cal 2d 908, 931-32 and other applicable law, the failure of the Non-Pumper Class members to Produce</p>	<p>This provision is inaccurate, inequitable, illegal, and inconsistent. This is a total abrogation of the Willis Judgment. In addition, it subordinates and extinguishes the rights of the Willis Class without a pleading or notice. The Willis Settlement states:</p> <p>"The Settling Parties agree that the Settling Defendants collectively have the right to produce up to 15% of the Basin's Federally Adjusted Native Safe Yield free of any Replacement Assessment."</p> <p>"The settling Parties agree that the Willis Class Members have an Overlying Right to a correlative share of the 85% of the</p>

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any Groundwater under the facts here modifies their rights to Produce Groundwater except as provided in this Judgment. Because this is a comprehensive adjudication pursuant to the McCarran Amendment, consistent with the California Supreme Court decisions, including *In Re Waters of Long Valley Creek Stream System* (1979) 25 Cal. 3d 339, this Court makes the following findings: (1) certainty fosters reasonable and beneficial use of water and is called for by the mandate of Article X, section 2; (2) because of this mandate for certainty and in furtherance of the Physical Solution, any New Production, including that by a member of the Non-Pumper Class must comply with the New Production Application Procedure specified in Paragraph 18.5.13; (3) as of this Judgment no member of the Non-Pumper Class has established a Production Right to the reasonable and beneficial use of Groundwater based on their unexercised claim of right to Produce Groundwater; (4) if in the future a member of the Non-Pumper Class proposes to Produce Groundwater for reasonable and beneficial use, the Watermaster as part of the New Production Application Procedure, has the authority to determine whether such a member has established that the proposed New Production is a reasonable and beneficial use in the context of other existing uses of Groundwater and then-current Basin conditions; and (5) the Watermaster's determinations as to the approval, scope, nature and priority of any New Production is reasonably necessary to the promotion of the State's interest in fostering the most reasonable and beneficial use of its scarce water resources.

All provisions of this Judgment regarding the administration, use and enforcement of the Replacement Water Assessment shall apply to each Non-Pumper Class member that Produces Groundwater. Prior to the commencement of Production, each Producing Non-Pumper Class member shall install a meter and report Production to the Watermaster. The Court finds that this Judgment is consistent with the Non-Pumper Stipulation of Settlement and Judgment.

Federally Adjusted Native Safe Yield for reasonable and beneficial uses on their overlying land free of any Replacement Assessment. The Settling Defendants will not take any positions or enter into any agreements that are inconsistent with the exercise of the Willis Class Member's Overlying Right to produce and use their correlative share of the 85% of the Basin's Federally Adjusted Native Safe Yield."

"The Settling Parties agree to be part of... a Physical Solution to the extent it is consistent with the terms of this Stipulation and to be subject to Court-administered rules and regulations consistent with California and Federal law and the terms of this Stipulation."

The Public Water Suppliers are in material breach of the Willis Settlement.

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33 **14. STORAGE.** All Parties shall have the right to store water in the Basin pursuant to a Storage Agreement with the Watermaster. If Littlerock Creek Irrigation District or Palmdale Water District stores Imported Water in the Basin it shall not export from its service area that Stored Water. AVEK, Littlerock Creek Irrigation District or Palmdale Water District may enter into exchanges of their State Water Project "Table A" Amounts. Nothing in this Judgment limits or modifies operation of preexisting banking projects (including AVEK, District No. 40, Antelope Valley Water Storage LLC, Tejon Ranchcorp and Tejon Ranch Company, Sheep Creek Water Co., Rosamond Community Services District and Palmdale Water District) or performance of preexisting exchange agreements of the Parties. The Watermaster shall promptly enter into Storage Agreements with the Parties at their request. The Watermaster shall not enter into Storage Agreements with non-Parties unless such non-Parties become expressly subject to the provisions of this Judgment and the jurisdiction of the Court. Storage Agreements shall expressly preclude operations which will cause a Material Injury on any Producer. If, pursuant to a Storage Agreement, a Party has provided for pre-delivery or post-delivery of Replacement Water for the Party's use, the Watermaster shall credit such water to the Party's Replacement Water Obligation at the Party's request. Any Stored Water that originated as State Water Project water imported by AVEK, Palmdale Water District or Littlerock Creek Irrigation District may be exported from the Basin for use in a portion of the service area of any city or public agency, including State Water Project Contractors, that are Parties to this action at the time of this Judgment and whose service area includes land outside the Basin. AVEK may export any of its Stored State Project Water to any area outside its jurisdictional boundaries and the Basin provided that all water demands 10 within AVEK's jurisdictional boundaries are met. Any Stored Water that originated as other Imported Water may be exported from the Basin, subject to a requirement that the Watermaster make a technical

This provision denies the rights of the Willis Class to store water.

1		determination of the percentage of the Stored Water that is unrecoverable and that such unrecoverable Stored Water is dedicated to the Basin.	
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3	34.	<b><u>16.1 When Transfers are Permitted.</u></b> Pursuant to terms and conditions to be set forth in the Watermaster rules and regulations, and except as otherwise provided in this Judgment, Parties may transfer all or any portion of their Production Right to another Party so long as such transfer does not cause Material Injury. All transfers are subject to hydrologic review by the Watermaster Engineer.	Transfers are inappropriate under these circumstances and injure the Willis Class. Transfers will encourage waste and exploitation of the Basin's water. It is not consistent with the Constitutional mandates of reasonable and beneficial use by overlying landowners on their properties.
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9	35.	<b><u>18.1 Appointment of Initial Watermaster.</u></b> Appointment and Composition: The Court hereby appoints a Watermaster. The Watermaster shall be a five (5) member board composed of one representative each from AVEK and District No. 40, a second Public Water Supplier representative selected by District No. 40, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, California Water Service Company, Desert Lake Community Services District, North Edwards Water District, City of Palmdale, City of Lancaster, Palm Ranch Irrigation District, and Rosamond Community Services District, and two (2) landowner Parties, exclusive of public agencies and members of the Non-Pumper and Small Pumper Classes, selected by majority vote of the landowners identified on Exhibit 4 (or their successors in interest) based on their proportionate share of the total Production Rights identified in Exhibit 4. The United States may also appoint a non-voting Department of Defense (DoD) Liaison to the Watermaster committee to represent DoD interests. Participation by the DoD Liaison shall be governed by Joint Ethics	The Willis Class is not represented on the five-member committee that constitutes the Watermaster. The Willis Class collectively owns approximately 531,000 acres of land overlying the Basin or more than 60% of the land. To exclude the Willis Class from the Watermaster Committee is unreasonable given the important role of the Watermaster and amount of land in the Basin owned by the Willis Class.
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24	36.	<b><u>18.4.9 New Production Applications.</u></b> The Watermaster shall consider and determine whether to approve applications for New Production after consideration of the recommendation of the Watermaster Engineer.	Willis Class Members are not guaranteed the right to pump any amount of groundwater—even for the purposes of domestic and human use.
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27	37.	<b><u>18.5.13 New Production Application Procedure.</u></b> The Watermaster Engineer shall determine whether a Party or Person seeking to commence New Production has	The Court needs a land use and well expert to determine the reasonableness of these regulations. Initial discussions with the Los Angeles County Department of
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established the reasonableness of the New Production in the context of all other uses of Groundwater in the Basin at the time of the application, including whether all of the Native Safe Yield is then currently being used reasonably and beneficially. Considering common law water rights and priorities, the mandate of certainty in Article X, section 2, and all other relevant factors, the Watermaster Engineer has authority to recommend that the application for New Production be denied, or approved on condition of payment of a Replacement Water Assessment. The Watermaster Engineer shall consider, investigate and recommend to the Watermaster whether an application to commence New Production of Groundwater may be approved as follows:

**18.5.13.1** All Parties or Person(s) seeking approval from the Watermaster to commence New Production of Groundwater shall submit a written application to the Watermaster Engineer which shall include the following:

**18.5.13.1.1** Payment of an application fee sufficient to recover all costs of application review, field investigation, reporting, and hearing, and other associated costs, incurred by the Watermaster and Watermaster Engineer in processing the application for New Production;

**18.5.13.1.2** Written summary describing the proposed quantity, sources of supply, season of use, Purpose of Use, place of use, manner of delivery, and other pertinent information regarding the New Production;

**18.5.13.1.3** Maps identifying the location of the proposed New Production, including Basin Subarea;

**18.5.13.1.4** Copy of any water well permits, specifications and well-log reports, pump specifications and testing results, and water meter specifications associated with the New Production;

**18.5.13.1.5** Written confirmation that the applicant has obtained all applicable Federal, State, County, and local land use

Environmental Health revealed that many of these regulations are not required for agricultural or domestic uses. These regulations are onerous, expensive and unreasonable.

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	<p>entitlements and other permits necessary to commence the New Production;</p> <p><b>18.5.13.1.6</b> Written confirmation that the applicant has complied with all applicable Federal, State, County, and local laws, rules and regulations, including but not limited to, the California Environmental Quality Act (Public Resources Code §§ 21000, et. seq.);</p> <p><b>18.5.13.1.7</b> Preparation of a water conservation plan, approved and stamped by a California licensed and registered professional civil engineer, demonstrating that the New Production will be designed, constructed and implemented consistent with California best water management practices.</p> <p><b>18.5.13.1.8</b> Preparation of an analysis of the economic impact of the New Production on the Basin and other Producers in the Subarea of the Basin;</p> <p><b>18.5.13.1.9</b> Preparation of an analysis of the physical impact of the New Production on the Basin and other Producers in the Subarea of the Basin;</p> <p><b>18.5.13.1.10</b> A written statement, signed by a California licensed 4 and registered professional civil engineer, determining that the New Production will not cause Material Injury;</p> <p><b>18.5.13.1.11</b> Written confirmation that the applicant agrees to pay the applicable Replacement Water Assessment for any New Production.</p> <p><b>18.5.13.1.12</b> Other pertinent information which the Watermaster Engineer may require.</p>	
38.	<p><b><u>18.5.13.2 Finding of No Material Injury.</u></b> The Watermaster Engineer shall not make recommendation for approval of an application to commence New Production of Groundwater unless the Watermaster Engineer finds, after considering all the facts and circumstances including any requirement that the applicant pay a Replacement Water Assessment required by this Judgment or determined by the Watermaster Engineer to be required under</p>	<p>This is vague, arbitrary, and confers no guaranteed right to pump groundwater to the Willis Class. It is totally discretionary. As it pertains to the Willis Class, it is inconsistent with the Willis Judgment.</p> <p>“The Settling Parties agree that the Willis Class Members have an Overlying Right to a correlative share of the 85% of the Federally Adjusted Native Safe Yield for</p>



	<p>the circumstances, that such New Production will not cause Material Injury. If the New Production is limited to domestic use for one single-family household, the Watermaster Engineer has the authority to determine the New Production to be <i>de minimis</i> and waive payment of a Replacement Water Assessment; <i>provided</i>, the right to Produce such <i>de minimis</i> Groundwater is not transferable, and shall not alter the Production Rights decreed in this Judgment.</p>	<p>reasonable and beneficial uses on their overlying land free of any Replacement Assessment. The Settling Defendants will not take any positions or enter into any agreements that are inconsistent with the exercise of the Willis Class Member's Overlying Right to produce and use their correlative share of the 85% of the Basin's Federally Adjusted Native Safe Yield."</p>
39.	<p><b>20.8 No Abandonment of Rights.</b> In the interest of the Basin and its water supply, and the principle of reasonable and beneficial use, no Party shall be encouraged to Produce and use more water in any Year than is reasonably required. Failure to Produce all of the Groundwater to which a Party is entitled shall not, in and of itself, be deemed or constitute an abandonment of such Party's right, in whole or in part, except as specified in Paragraph 15.</p>	<p>The SPPS is a <i>de facto</i> extinguishment of the water rights of Willis Class Members. However, the SPPS is careful not to cause an abandonment of the Stipulating Parties' free production allowance. The SPPS is unfair, illegal, and inconsistent with the Willis Settlement and Willis Judgment.</p>

Dated: April 7, 2015

Respectfully submitted,

KRAUSE KALFAYAN BENINK &  
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