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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 *Plaintiffs,*

15 v.
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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

**WILLIS CLASS' CASE MANAGEMENT
STATEMENT**

Date: May 4, 2015
Time: 1:00 pm
Place: Court Call - Telephonic
Judge: Hon. Judge Komar

1 The Willis Class respectfully submits the following Case Management Conference
2 Statement in advance of the May 4, 2015, status conference.

3 At the March 26, 2015, hearing, the Court informed Willis Class Counsel that the Stipulated
4 Judgment and Proposed Physical Solution (“SPPS”) cannot bind or impact the Willis Class. The
5 problem with this statement is that, in reality, the SPPS permanently allocates the Native Safe Yield
6 to the Stipulating Parties and leaves none for the Willis Class. As landowners, the Willis Class has
7 an overlying water right to use the groundwater in the Antelope Valley Basin. The right is not
8 unlimited but must be shared with other landowners. The SPPS does not accommodate the rights
9 of the Willis Class but instead abrogates them without notice or a pleading.

10 Is it more difficult to reach a Physical Solution when 65,000 landowners have not yet
11 pumped groundwater but will at some time in the future? Yes. But that difficulty does not permit
12 the parties or this Court to strip away and deny the rights of those 65,000 landowners. In fact, the
13 Waldo Accord was an agreed-upon Physical Solution amongst all stakeholders in the Antelope
14 Valley, other than District 40, that included the groundwater rights of the Willis Class. The Waldo
15 Accord conclusively demonstrates that the rights of the Willis Class can be accommodated in a
16 Physical Solution that is both fair and reasonable to all overlying landowners.

17 However, after District 40 -- the lone-holdout -- rejected the Waldo Accord, District 40
18 subsequently orchestrated a scheme to extinguish the Willis Class’ rights and to elevate the Public
19 Water Suppliers’ alleged prescriptive claims over and above the rights of the overlying landowners
20 that make up the Willis Class. To that end, Willis Class Counsel was intentionally excluded from
21 the year-plus settlement negotiations that led to the SPPS. In a power grab of unprecedented
22 proportions, District 40 and the other Public Water Suppliers garnered the support of all pumping
23 landowners in the Antelope Valley and developed the SPPS which permanently shuts out the Willis
24 Class from participating in the NSY. The PWS’ participation in the SPPS is an intentional and
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1 brazen breach of the PWS' obligations under the Willis Stipulation of Settlement. The PWS'
2 contention that the SPPS is somehow "consistent" with the Willis Stipulation of Settlement and
3 Willis Judgment is pure sophistry.

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5 If the Court does not adopt the Waldo Accord as an Alternative Proposed Physical Solution
6 and instead chooses to adopt the SPPS as the "main" structure for a Physical Solution, then the
7 Court must incorporate the rights of the Willis Class into that Physical Solution. At the March 26,
8 2015 hearing, the Court stated that it "did not know" when it would adjudicate and incorporate the
9 groundwater rights of the Willis Class. Notice of the Willis Class' rights went out to the Willis
10 Class back in 2011. Yes, the Willis Class agreed to be part of a Physical Solution, but only to the
11 extent the Physical Solution incorporated the correlative rights of the Willis Class to its fair share
12 of the NSY free of replacement assessment. If those rights are not incorporated into the Physical
13 Solution, this Court lacks jurisdiction over the Willis Class to impose that Physical Solution on the
14 Willis Class. The SPPS does not provide those rights to the Willis Class and, therefore, the SPPS
15 cannot be adopted by this Court as is without contravening the Willis Judgment and controlling
16 California law and losing jurisdiction over the Willis Class. The time has come to stop ignoring
17 the rights of the 65,000-Member Willis Class and to figure out how and when the Willis Class'
18 rights will be incorporated into the Physical Solution ultimately adopted by this Court.

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21 Regarding the Willis Class' opposition to the Stipulating Parties' prove-up, the Court has
22 placed Willis Class Counsel in an entirely untenable position. On April 27, 2015, the parties filed
23 their witness lists and exhibit lists in connection with the prove-up proceeding set for August 3,
24 2015. The combined lists include over 280 witnesses and over 1200 exhibits. As the Court is
25 aware, Willis Class Counsel has not conducted any discovery with respect to any of these witnesses
26 or documents because these parties were never adverse to the Willis Class (with the obvious
27 exception of the Public Water Suppliers with whom the Willis Class settled all claims in a Final
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1 Judgment). In addition, Willis Class Counsel was denied a Court-appointed expert to determine
2 the reasonable and beneficial use of all parties to the adjudication, determine alternative proposed
3 physical solutions, and evaluate the cost and burden of the SPPS on the Willis Class. Lastly, the
4 Willis Class has not been served with any proper notice or pleading that their water rights may be
5 modified by the Court by and through the SPPS. Mounting an effective opposition to a prove-up
6 proceeding related to a stipulation and proposed physical solution among 140 parties under these
7 circumstances will be an impossible task for Willis Class Counsel. The prove-up hearing or trial
8 proceeding is fundamentally unfair and prejudicial to the Willis Class. The evidence that will be
9 presented by the stipulating parties cannot effectively be opposed by any of the non-stipulating
10 parties. The net result is a denial of substantive and procedural due process for the Willis Class.
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14 Dated: April 29, 2015

KRAUSE KALFAYAN BENINK & SLAVENS, LLP

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16 By: 

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