

1 CRAIG A. PARTON, State Bar No. 132759  
TIMOTHY E. METZINGER, State Bar No. 145266  
2 CAMERON GOODMAN, State Bar No. 307679  
PRICE, POSTEL & PARMA LLP  
3 200 East Carrillo Street, Fourth Floor  
4 Santa Barbara, California 93101  
Telephone: (805) 962-0011  
5 Facsimile: (805) 965-3978

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6 Attorneys for  
7 Antelope Valley Watermaster

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

10  
11 Coordination Proceeding,  
Special Title (Rule 1550(b))

Judicial Council Coordination  
Proceeding No. 4408

12  
13 **ANTELOPE VALLEY**  
**GROUNDWATER CASES**

LASC Case No.: BC 325201

Santa Clara Court Case No. 1-05-CV-049053  
Assigned to the Hon. Jack Komar, Judge of  
the Santa Clara Superior Court

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17  
18 **AND ALL RELATED ACTIONS**

**WATERMASTER'S MOTION FOR  
MONETARY, DECLARATORY AND  
INJUNCTIVE RELIEF AGAINST  
ZAMRZLAS; DECLARATIONS OF  
CRAIG A. PARTON AND PATRICIA  
ROSE, EXHIBITS A - E**

Date: October 28, 2021  
Time: 9:00 a.m.  
Dept: By Courtcall

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21 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

22 **PLEASE TAKE NOTICE** that on October 28, 2021, at 9:00 a.m., or as soon thereafter as  
23 this matter may be heard by telephonic appearance via Courtcall, the Antelope Valley  
24 Watermaster ("**Watermaster**") will, and hereby does, move this Court for an order pursuant to  
25 Paragraph 18.4.12 of the December 23, 2015 Judgment and Physical Solution in the Antelope  
26 Valley Groundwater Adjudication (the "**Judgment**") awarding monetary, declaratory and  
27 injunctive relief in favor of the Watermaster and against Johnny Zamrzla and Pamella Zamrzla,  
28 individually and as Trustees of the Johnny and Pamella Zamrzla 1999 Family Trust created u/d/t


1 dated April 30, 1999 (“**J&P**”), and against John Lee Zamrzla and Jeanette Zamrzla (“**J&J**”, and  
2 collectively with J&P, the “**Zamrzlas**”) as follows: (1) as to J&P, **\$28,755.35** in delinquent  
3 Replacement Water Assessments (“**RWAs**”) for the year 2018, plus accrued interest of **\$2,875.54**;  
4 (2) as to J&J, **\$6,415.90** in delinquent RWAs for the year 2018, plus accrued interest of **\$641.59**;  
5 (3) as to the Zamrzlas jointly and severally, attorneys’ fees of **\$7,437**; and (4) for such declaratory  
6 and injunctive relief as is necessary to prohibit the Zamrzlas from producing any further  
7 groundwater from the Antelope Valley Adjudicated Basin (“**Basin**”) until: (a) all such delinquent  
8 2018 RWAs with interest and fees are paid in full, (b) the Zamrzlas each install water flow meters  
9 on all of their respective wells, (c) the Zamrzlas each submit Annual Water Production Reports  
10 for years 2016 through 2020, and (d) the Zamrzlas each pay RWAs and Administrative  
11 Assessments (“**AAs**”) for their respective annual production for the years 2016 through 2020, plus  
12 accrued interest thereon.

13 This Motion is based on this Notice, the attached Memorandum of Points and Authorities,  
14 the Declarations of Craig A. Parton and Patricia Rose, Exhibits A - E, and on any other evidence  
15 and argument that may be presented on or before the hearing on this matter.

16 Respectfully submitted,

17 Dated: September 29, 2021

PRICE, POSTEL & PARMA LLP

18  
19 By:   
20 CRAIG A. PARTON  
21 TIMOTHY E. METZINGER  
22 CAMERON GOODMAN  
23 Attorneys for  
24 Antelope Valley Watermaster  
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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 The Watermaster is charged with administering the December 23, 2015 Judgment and  
4 Physical Solution (“**Judgment**”). The Watermaster’s duties under the Judgment include, among  
5 other responsibilities, the levying and collection of Replacement Water Assessments (“**RWA(s)**”).

6 J&P are Small Pumper Class Members under the Judgment. (Judgment at Exh. C.) J&J are  
7 Unknown Small Pumper Class Members who have not yet gone through the process to qualify as  
8 Small Pumper Class Members. (Rose Decl. ¶ 3.)

9 Allocation of water to the Small Pumper Class is set at an average amount of 1.2 acre-feet  
10 per existing household or parcel, and any Small Pumper Class Member may Produce up to and  
11 including 3 acre-feet per Year per existing household for reasonable and beneficial use on their  
12 overlying land without being subject to RWAs. (Judgment ¶ 5.1.3.) However, production by any  
13 Small Pumper Class Member above 3 acre-feet per Year per household or parcel will be subject to  
14 RWAs. (*Ibid.*) “Should the Watermaster develop a reasonable belief that a Small Pumper Class  
15 Member household is using in excess of 3 acre-feet per Year, the Watermaster may cause to be  
16 installed a meter on such Small Pumper Class Member’s well at the Small Pumper Class Member’s  
17 expense.” (*Id.*, ¶ 5.1.3.2.)

18 The RWA payments enable the Watermaster to purchase water from other sources to  
19 replace the groundwater produced by Small Pumper Class Members in excess of the maximum 3  
20 acre-feet per year, thereby mitigating the harm to the Basin caused by such over-production. (*Id.*, ¶  
21 9.2.) The Judgment provides that the Court “retains and reserves full jurisdiction, power and  
22 authority for the purpose of enabling the Court, upon a motion of a Party or Parties . . . to make  
23 such further or supplemental order or directions as may be necessary or appropriate to interpret,  
24 enforce, administer or carry out this Judgment . . . .” (*Id.*, ¶ 6.5.)

25 J&P own 3 parcels in the Basin, 2 of which are improved with 1 well each, and are  
26 therefore entitled to Produce up to 6 acre-feet per year without payment of RWAs. J&J own 2  
27 parcels in the Basin, 1 of which is improved with a well, and are therefore entitled to Produce up  
28 to 3 acre-feet per year without payment of RWAs. None of the Zamrzlas’ wells are metered.

1 The Zamrzlas originally reported to the Watermaster collective annual production of 650  
2 acre-feet for the year 2018, which is 641 acre-feet in excess of what the Zamrzlas may produce  
3 collectively without payment of RWAs.

4 On January 22, 2019, the Watermaster invoiced the Zamrzlas for 2018 RWAs in the  
5 amount of \$266,015, based on their reported 2018 production at a cost of \$415 per acre-foot. The  
6 January 22, 2019 invoice included a credit of 9 acre-feet for the 3 total wells.

7 In response to the invoice for 2018 RWAs, the Zamrzlas, through their counsel, Robert H.  
8 Brumfield, have claimed that they inadvertently reported 650 acre-feet as an estimate for future  
9 cumulative production, and that they had actually only cumulatively produced a total of 93.75  
10 acre-feet in 2018.

11 Since early 2019, the Watermaster, through its General Counsel, has attempted to  
12 negotiate in good faith with the Zamrzlas' counsel in order to determine a reasonable amount of  
13 alleged production in 2018, and require the Zamrzlas to pay RWAs based on that amount. To  
14 date, the Zamrzlas have failed to pay *any* RWAs for 2018. Moreover, notwithstanding their  
15 admission that they pump well in excess of their total cumulative 9 acre-feet per year allowance  
16 as Small Pumper Class Members, the Zamrzlas have *never* paid RWAs for *any* other year. The  
17 Watermaster has been unable to bill either of the Zamrzlas for RWAs in any other year because,  
18 despite repeated requests, the Zamrzlas have failed to install meters on their respective wells and  
19 have failed to submit annual production reports for any years other than 2018.<sup>1</sup>

20 For over six years the Zamrzlas have used substantially in excess of their cumulative  
21 allowance as Small Pumper Class Members, yet they have failed to pay any RWAs. The  
22 Zamrzlas' payment of these delinquent RWAs is essential to the fundamental purpose of the  
23 Judgment and Physical Solution: preserving the health of the Basin.

24 For the reasons set forth below, the Watermaster respectfully requests monetary relief  
25 against the Zamrzlas as follows: (1) as to J&P, \$28,755.35 in delinquent 2018 RWAs, plus  
26 accrued interest of \$2,875.54; (2) as to J&J, \$6,415.90 in delinquent 2018 RWAs, plus accrued

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28 <sup>1</sup> Despite repeated requests from the Watermaster for the past two years, the Zamrzlas have failed to submit new 2018 annual production reports setting forth the purported correct production amount.

1 interest of \$641.59; and (3) as to the Zamrzlas jointly and severally, attorneys' fees of \$7,437.  
2 The Watermaster further requests declaratory and injunctive relief as necessary to prohibit the  
3 Zamrzlas from taking any further groundwater from the Basin until: (a) all such delinquent 2018  
4 RWAs with interest and fees are paid in full, (b) the Zamrzlas each install water flow meters on of  
5 their respective wells, (c) the Zamrzlas each submit Annual Water Production Reports for years  
6 2016 through 2020, and (d) the Zamrzlas each pay RWAs and AAs for their respective annual  
7 production for the years 2016 through 2020 plus accrued interest thereon. Any further delay in the  
8 Zamrzlas' payment of RWAs will only exacerbate the harm to the Basin which has already been  
9 caused by their defiance of the Judgment.

10 **II. STATEMENT OF FACTS**

11 The Watermaster is charged with levying and collecting RWAs for the purpose of paying  
12 all costs related to Replacement Water necessary to replace all water produced in excess of any  
13 Party's Production Rights. (Judgment ¶¶ 3.5.41, 7.3, 9.2.) "The amount of the [RWA] shall be the  
14 amount of such excess Production multiplied by the cost to the Watermaster of Replacement  
15 Water, including any Watermaster spreading costs." (*Id.* ¶ 9.2.) The RWA rate is expressed in  
16 dollars per acre-foot, and is multiplied by the Replacement Obligation (in acre-feet) to determine  
17 a Party's total RWA. As set forth below, the Zamrzlas are each obligated to pay—and the  
18 Watermaster is charged with collecting—RWAs for any water that the Zamrzlas take from the  
19 Basin in excess of their respective Small Pumper Class allocation (up to 6 acre-feet per year for  
20 J&P, and up to 3 acre-feet per year for J&J).

21 J&P are identified in Exhibit C of the Judgment as Small Pumper Class Members, and  
22 own real property identified by the following Los Angeles County Assessor's Parcel Numbers:  
23 3220-006-026 (40 acres improved with 1 house and 1 well), 3220-006-002 (39.2 acres completely  
24 unimproved) and 3220-006-003 (40 acres improved with 1 well and no houses).

25 J&J are Unknown Small Pumper Class Members (Judgment ¶ 5.1.3.6),<sup>2</sup> and own real  
26 property identified by the following Los Angeles County Assessor's Parcel Numbers: 3220-001-

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28 <sup>2</sup> J&J have not yet complied with the Watermaster requirements for qualification as an Unknown  
Small Pumper Class Member. (Rose Decl. ¶ 3.)

1 028 (10 acres improved with 1 house and 1 well) and 3220-001-027 (10 acres completely  
2 unimproved). None of the wells on the Zamrzlas' parcels have meters installed.

3 The Zamrzlas originally reported cumulative groundwater production for 2018 in the total  
4 amount of 650 acre-feet. Because the Zamrzlas collectively are entitled to produce up to 9 acre-  
5 feet per year without incurring RWAs, on or about January 22, 2019, the Watermaster sent the  
6 Zamrzlas an invoice for 2018 RWAs in the total amount of \$266,015.<sup>3</sup> (Rose Decl. ¶ 6, Exh. E.)

7 On February 4, 2019, Robert H. Brumfield, counsel for the Zamrzlas, contacted the  
8 Watermaster General Counsel claiming that: (1) the Zamrzlas had erroneously reported 650 acre-  
9 feet per year for 2018, (2) this amount was only intended to reflect the Zamrzlas' estimated  
10 Production amount for years moving forward, and (3) the Zamrzlas had in fact produced less than  
11 50 acre-feet per year in 2018. The Zamrzlas eventually submitted documentation dated March 18,  
12 2019, purportedly demonstrating that they had in fact cumulatively produced a total of 93.75 acre-  
13 feet in 2018. (Parton Decl. ¶ 3, Exh. A.)

14 Thereafter, the Watermaster General Counsel repeatedly attempted in good faith to  
15 negotiate terms of settlement with Mr. Brumfield. Specifically, Watermaster General Counsel  
16 requested that the Zamrzlas: (1) submit Annual Water Production Reports for 2018 with the  
17 amount the Zamrzlas claimed they had actually Produced that year, (2) pay RWAs and AAs based  
18 on those amounts, (3) install meters on all of their respective wells pursuant to Paragraph 5.1.3.2  
19 of the Judgment, and (4) submit Annual Water Production Reports for all other years. (Parton  
20 Decl. ¶ 4.)

21 Having received no substantive response from the Zamrzlas or Mr. Brumfield with respect  
22 to the proposed terms of settlement, on September 5, 2019, the Watermaster General Counsel  
23 conveyed to the Zamrzlas a memorandum from the Watermaster Engineer estimating that the  
24 Zamrzlas had actually cumulatively produced a total 570 acre-feet in 2018. (Parton Decl. ¶ 5,  
25 Exh. B.)

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28 <sup>3</sup> The 2019 invoice also included AAs for 2016, 2017 and 2018 totaling \$7,150, none of which have  
been paid.

1 Notwithstanding apparent data gaps in the Zamrzlas' alleged 2018 production of 93.75  
2 acre-feet, the Watermaster General Counsel has attempted in good faith—*since May 7, 2020*—to  
3 negotiate a settlement with the Zamrzlas, whereby the Watermaster will accept the Zamrzlas'  
4 purported 2018 cumulative production amount of 93.75 acre-feet, in exchange for the Zamrzlas'  
5 agreement to: (1) pay RWAs and AAs based on this amount, (2) install meters on all of their  
6 respective wells, (3) submit Annual Water Production Reports for 2016 through 2020, and (4) pay  
7 RWAs and AAs for all other delinquent years. (Parton Decl. ¶ 6.)

8 To date, the Zamrzlas have refused to engage in any substantive settlement discussions.  
9 Instead, the Zamrzlas insist that the Watermaster first “rescind” the original 2019 RWA invoice  
10 before any negotiations will be considered. The Watermaster has advised the Zamrzlas that it is  
11 willing to rescind the original invoice as part of a general settlement, but the Zamrzlas continue to  
12 insist that the Watermaster unilaterally waive collection of the original invoice as a precondition  
13 to settlement negotiations, without any guarantee that such negotiations will result in a settlement.  
14 (Parton Decl. ¶ 7.)

### 15 **III. ARGUMENT**

16 The Judgment and the R&Rs explicitly authorize the Watermaster to bring the instant  
17 motion to collect delinquent RWAs, together with interest thereon, attorneys' fees and costs.  
18 “Any assessment which becomes delinquent, as defined by rules and regulations promulgated by  
19 the Watermaster shall bear interest at the then current real property tax delinquency rate for the  
20 county in which the property of the delinquent Party is located.” (Judgment ¶ 18.4.12.) “The  
21 delinquent assessment, together with interest thereon, costs of suit, attorneys' fees and reasonable  
22 costs of collection, may be collected pursuant to . . . motion by the Watermaster giving notice to  
23 the delinquent Party only . . . [or] such other lawful proceeding as may be instituted by the  
24 Watermaster or the Court.” (*Ibid.*; see also R&Rs § 19.g (“Watermaster may recover delinquent  
25 assessments [including RWAs], together with interest thereon plus costs of suit, attorneys' fees  
26 and reasonable costs of collection, by filing a motion with the Court to enforce the terms of the  
27 Judgment pursuant to Code of Civil Procedure section 664.6.”).) “The Watermaster shall also  
28 have the ability to seek to enjoin Production of those Parties . . . who do not pay assessments

1 pursuant to this Judgment.” (*Ibid.*; see also R&Rs § 19.i (“Any other remedy available to the  
2 Watermaster in law or equity may be employed at the discretion of Watermaster to address any  
3 circumstance related to management of the Basin in accordance with the Judgment and these  
4 R&Rs.”).)

5 Pursuant to Paragraph 18.5.12 of the Judgment, the Watermaster shall require each  
6 Producer—including Small Pumper Class Members who are required to install meters on their  
7 wells—to file an Annual Water Production Report with the Watermaster. Similarly, pursuant to  
8 Paragraph 8.1 and 5.1.3.2, Small Pumper Class Members must install meters on their wells if the  
9 Watermaster develops a reasonable belief that they are using in excess of their Production Rights.

10 Given that both metering and Production reporting are essential to collection of RWAs,  
11 the remedies available under Paragraph 18.4.12 are also available against Small Pumper Class  
12 Members who fail to install meters and/or report their Production as required by the Watermaster,  
13 including but not limited to seeking Court intervention to compel compliance and an injunction to  
14 prevent further Production until such Parties comply with their meter installation and Production  
15 reporting obligations. (*See* R&Rs § 19.b.i (“A Party’s failure to comply with any of the  
16 Production metering or reporting requirements is a violation of the Judgment, including but not  
17 limited to failure to install meters and/or submit post-installation documentation, and failure to  
18 report Groundwater Production. The Watermaster may seek injunctive and other relief from the  
19 Court, including recovery costs and attorneys’ fees, in order to compel a Party’s compliance with  
20 its Production monitoring obligations. ([Judgment] ¶¶ 6.5, 18.4.10, 18.4.12, 18.5.12.”).)

21 **A. Collection of Delinquent RWAs**

22 The Judgment makes clear that the Watermaster has the authority to levy and collect  
23 RWAs from the Zamrzlas pursuant to Paragraph 9.2, and is explicitly authorized—and  
24 obligated—to impose RWAs on the Zamrzlas for all groundwater they use in excess of their  
25 respective allocations as Small Pumper Class Members.

26 Protection and preservation of the health of the Basin is paramount under the Judgment.  
27 One of the central components of the Watermaster’s role in the underlying adjudication is to  
28 collect sufficient funds from the Parties to purchase Replacement Water to replenish all Basin



1 groundwater pumped in excess of any Party's water rights. In the case of the Zamrzlas, in order to  
2 avoid Material Injury to the Basin, the Judgment explicitly requires that all water pumped in  
3 excess of the Zamrzlas' respective allocations as Small Pumper Class Members be replaced using  
4 RWA proceeds.

5         Based on their own calculations, the Zamrzlas are currently delinquent in payment of a  
6 total of \$35,171.25 in RWAs for 2018, which represents the Zamrzlas' self-reported use of a  
7 cumulative total of 93.75 acre-feet of Basin groundwater that has yet to be replenished, broken-  
8 down as follows: (1) as to J&P, 75.29 acre-feet, minus a credit of 6 acre-feet, for a total of 69.29  
9 acre-feet, multiplied by \$415 per acre-foot, for a total of **\$28,755.35**; and (2) as to J&J, 18.46  
10 acre-feet, minus a credit of 3-acre-feet, for a total of 15.46 acre-feet, multiplied by \$415 per acre-  
11 foot, for a total of **\$6,415.90**. (Parton Decl. ¶ 3, Exh. A.) These payments are now more than two  
12 years late. Moreover, the Zamrzlas have failed to pay RWAs for 2019 and 2020, have not metered  
13 any of their respective wells, and have not submitted any Annual Water Production Reports for  
14 2016 – 2020.

15         The health of the Basin relies on importation of State Water Project water to replenish the  
16 groundwater Produced by the Zamrzlas in excess of their respective Small Pumper Class  
17 allocation in any given year, and any further delay in bringing the aquifer back to sustainable  
18 levels could have severely deleterious results. Such a result is inconsistent with the explicit  
19 purpose of the Physical Solution, which is to bring the Basin into balance by allowing  
20 groundwater usage only within the Native Safe Yield of the Basin. (Judgment ¶ 7.4.) For these  
21 reasons, the Court (by stipulation of the Parties) conferred enforcement authority on the  
22 Watermaster to levy and collect RWAs.

23         The Zamrzlas have admitted on numerous occasions that they owe RWAs, yet they have  
24 failed to make any reasonable or good faith efforts to pay even some of what they owe. The  
25 Watermaster's sole remedy to collect these much-needed RWAs is a Court order for monetary  
26 relief. The Judgment expressly requires the Zamrzlas to pay the RWAs in accordance with  
27 Watermaster schedules and procedures, and allows the Watermaster to seek an injunction  
28 prohibiting the Zamrzlas from Producing any further water from the Basin until all such

1 delinquent RWAs are paid in full. Despite this clear directive, the Zamrzlas continue to produce  
2 groundwater from the Basin without paying RWAs. In accordance with its retention of  
3 jurisdiction to fully enforce the Judgment, the Court should order the payment of the delinquent  
4 RWAs and enjoin the Zamrzlas from Producing any additional groundwater from the Basin until  
5 such delinquent RWAs, interest, fees and costs are fully paid.

6 **B. Interest, Attorneys' Fees and Costs of Collection**

7 The Judgment and the R&Rs explicitly authorize the Watermaster to collect the Zamrzlas'  
8 delinquent RWAs together with interest thereon (accruing from the due date at the current real  
9 property tax delinquency rate for the county in which the property of the delinquent Party is  
10 located), costs of suit, attorneys' fees and reasonable costs of collection. (Judgment ¶ 18.4.12;  
11 R&Rs § 19.g.)

12 **i. Interest**

13 The Zamrzlas' properties are located in Los Angeles County, where the following  
14 penalties are imposed upon delinquent property tax payments: (1) if the first installment payment  
15 is delinquent, a 10% penalty is imposed; and (2) if the second installment payment is delinquent,  
16 a 10% penalty and a \$10 cost is imposed. (Parton Decl. ¶ 13 Rev. & Tax. Code §§ 2617, 2618.)

17 The Watermaster sends invoices for RWAs to the Parties at different times each year,  
18 depending upon when the RWA rates for that year are approved by the Watermaster Board, and  
19 depending upon when Watermaster staff finalizes RWA calculations. In each instance, RWAs are  
20 due 30 days after the invoice date in a lump sum (rather than in installments), and are assessed a  
21 single 10% delinquency penalty thereafter. (Rose Decl. ¶ 4.)

22 At its August 28, 2019 meeting, the Watermaster Board considered and adopted  
23 Resolution No. R-19-27, setting the RWA rates applicable to the Zamrzlas for 2018. (Rose Decl.  
24 ¶ 5, Exh. D.) On or about January 22, 2019, Watermaster staff sent the Zamrzlas an invoice for  
25 2018 RWAs in the total amount of \$266,015, with a due date of February 21, 2019. (Rose Decl. ¶  
26 6; Exh. E.) To date, the Zamrzlas have failed to pay *any* of the 2018 RWAs demanded in the  
27 January 22, 2019 invoice. (Rose Decl. ¶ 7.) Therefore a 10% penalty shall be imposed on the  
28 Zamrzlas' respective delinquent RWAs for 2018 as follows: (1) as to J&P, **\$2,875.54**; and (2) as

1 to J&J, \$641.59.

2 **ii. Attorneys' Fees and Costs of Collection**

3 Attached to the Declaration of Craig A. Parton as Exhibit "C" is a compilation of the  
4 Watermaster's billing records from January 2019 through August 2021, reflecting all legal expenses  
5 the Watermaster has incurred in seeking to collect the Zamrzlas' delinquent RWAs, including but  
6 not limited to handling the Zamrzlas' failure to reasonably or in good faith respond to any  
7 Watermaster efforts to resolve this matter without litigation. The Declaration of Mr. Parton  
8 establishes the reasonableness of the fees sought. The procedure for determining the reasonable  
9 attorneys' fees normally begins with the "lodestar" (*i.e.*, the reasonable hourly rate) multiplied by  
10 the number of hours reasonably expended. (*Press v. Lucky Stores, Inc.* (1983) 34 Cal. 3d 311, 322.)

11 **a. Price, Postel & Parma's Rates Are Reasonable**

12 The reasonable market value of the attorney's services is the measure of a reasonable  
13 hourly rate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095.) To determine  
14 reasonable market value, the court must determine whether the requested rates are "within the  
15 range of reasonable rates charged by and judicially awarded comparable attorneys for comparable  
16 work." (*Children's Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal. App. 4th 740, 783.) Evidence that  
17 the prevailing party's counsel charges the same rates in other matters is probative that the rates  
18 charged are reasonable. (*Margolin v. Reg'l Planning Com.* (1982) 134 Cal. App. 3d 999, 1005.)  
19 The Watermaster's general counsel, Price, Postel & Parma LLP ("PPP"), provided the  
20 Watermaster with monthly billing statements during the course of the RWA dispute with the  
21 Zamrzlas, reflecting the billing entries attached as Exhibit "C" to Mr. Parton's Declaration.  
22 (Parton Decl. ¶ 9.)

23 The rates that were charged by PPP for attorney time in this matter ranged from \$270 to  
24 \$395 per hour. Cameron Goodman, an associate of the firm, billed an average rate of \$292.50 per  
25 hour; and Craig A. Parton, a partner of the firm, billed an average rate of \$395 per hour. These  
26 rates reflect the firm's public agency rates, which are between 25% and 34% lower than PPP's  
27 customary hourly rates. (Parton Decl. ¶ 10.) The rates charged by PPP in this matter were fair and  
28 reasonable. (Parton Decl. ¶ 11.)

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**b. The Time Expended by PPP on This Matter Was Reasonable**

The time expended on this case by PPP was reasonable under the circumstances. The Zamrzlas have shown continuous obstinance in the face of their clear obligation under the Judgment to pay RWAs for the water they take from the Basin in excess of what they are allowed as Small Pumper Class Members. The Watermaster General Counsel has provided the Zamrzlas every opportunity to pay what they purport to owe, come into compliance with their metering and reporting requirements, and avoid litigation. However, the Zamrzlas refuse to come to the table or even acknowledge their respective obligations under the Judgment. (Parton Decl. ¶ 11.)

The billing entries set forth in Exhibit C attached to Mr. Parton’s Declaration reflect in detail the legal services provided to the Watermaster in this matter.

For these reasons, the Watermaster respectfully requests the Court award attorneys’ fees to the Watermaster in the total amount of \$7,437. Given that the Zamrzlas have been jointly represented by Robert H. Brumfield in this dispute, and have, on information and belief, jointly and cooperatively refused to comply with their obligations under the Judgment, the Zamrzlas should be held jointly and severally liable for the Watermaster’s attorneys’ fees requested herein

**C. DECLARATORY AND INJUNCTIVE RELIEF**

The Zamrzlas’ ongoing violation of the Judgment is clear. If the Zamrzlas wish to continue pumping groundwater, they must each pay all delinquent RWAs, meter their respective wells in accordance with the Watermaster’s directive, and submit annual Production reports. On information and belief, the Zamrzlas continue to pump groundwater from the Basin, yet they refuse to pay any past-due RWAs. As such, in accordance with Paragraph 18.4.10 of the Judgment, the Watermaster requests a declaration from this Court that the Zamrzlas are currently, and shall be, prohibited from Producing any further groundwater in the Basin until: (a) all delinquent 2018 RWAs with interest and fees are paid in full, (b) the Zamrzlas each install water flow meters on all three of their respective wells, (c) the Zamrzlas each submit Annual Water Production Reports for years 2016 through 2020, and (d) the Zamrzlas each pay RWAs and AAs for their respective annual production for the years 2016 through 2020, plus accrued interest.

1 **IV. ANTICIPATED AFFIRMATIVE DEFENSES**

2 The Watermaster anticipates that, in response to this motion, the Zamrzlas may allege J&P  
3 and/or J&J are not Parties to the Judgment, and are therefore entitled to seek the Watermaster's  
4 leave to intervene in the Judgment as Non-Stipulating Parties pursuant to Paragraph 5.1.10 and  
5 thereafter seek a right to Produce Groundwater from the Basin,<sup>4</sup> in which case some or all of the  
6 RWAs requested herein may not be due (depending upon the Production Right awarded in such a  
7 proceeding) given that Non-Stipulating Parties are entitled to the Rampdown provisions of  
8 Paragraph 8 of the Judgment. This argument fails for two reasons.

9 First, both J&P and J&J are clearly Parties to the Judgment as Small Pumper Class  
10 Members, and therefore may not avail themselves of the procedures set forth in Paragraph 5.1.10.  
11 Exhibit A to the Judgment Approving Small Pumper Class Action Settlements (List of Known  
12 Small Pumper Class Members for Final Judgment) includes the following parties:

- 13 • "JOHNNY ZAMRZLA, 48910 80TH ST W, LANCASTER CA, 93536-8740"
- 14 • "PAMELLA ZAMRZLA, 48910 80TH ST W, LANCASTER CA 93536-8740"
- 15 • "ZAMRZLA JOHNNY; PAMELLA, ZAMRZLA FAMILY, 48910 80TH ST W,  
16 LANCASTER CA 93536-8740"

17 J&P are therefore clearly listed as Small Pumper Class members in the Judgment, and J&J were  
18 either intended to be included within this identified Party in the Judgment (i.e., "Zamrzla  
19 Family")<sup>5</sup>, and/or they fall within the definition of "Unknown Small Pumper Class Members" as  
20 set forth in Paragraph 5.1.3.7 of the Judgment, which states: "whenever the identity of any  
21 unknown Small Pumper Class Member becomes known, that Small Pumper Class Member shall  
22 be bound by all provisions of this Judgment, including without limitation, the assessment  
23 obligations applicable to Small Pumper Class Members." Either way, an opposition to this motion  
24 is not the proper procedure or venue to contest J&P's and/or J&J's inclusion in the Small Pumper  
25 Class.

26 \_\_\_\_\_  
27 <sup>4</sup> This Court recently approved a similar intervention and award of a Production Right to SCI  
28 California Funeral Services, Inc., a California corporation, dba Josuha Memorial Park and Mortuary  
in an Order dated February 5, 2021.

<sup>5</sup> The J&P parcels and the J&J parcels are located close to and/or next to each other in the Basin.

1           Second, even assuming, *arguendo*, that either or both of J&P and J&J could attempt to  
2 avail themselves of the procedures set forth in Paragraph 5.1.10 of the Judgment, the Zamrzlas  
3 cannot use the (unlikely) prospect of (1) successful intervention and (2) this Court's future award  
4 of an undeterminable Production Right as yet another delay tactic in the Zamrzlas' never-ending  
5 refusal to comply with their obligations under the Judgment. Moreover, even if J&P and/or J&J  
6 were successful in their efforts to intervene as Non-Stipulating Parties *and* they obtained a Court  
7 order awarding some Production Rights, this would not obviate their obligation to pay some or all  
8 of the RWAs demanded herein. A hypothetical prospective Production Right is not a valid basis  
9 to thwart the Watermaster's legitimate efforts to collect long-overdue RWAs and require metering  
10 and reporting compliance, all of which are vitally important to the Watermaster's efforts to  
11 protect the health of the Basin.

12           Whether the Zamrzlas argue in response to this motion (1) that they were not properly  
13 notified of the Adjudication or the Small Pumper Class Action, and/or (2) that they are entitled to  
14 intervene as Non-Stipulating Parties, the narrative is clear: the Zamrzlas have owed some amount  
15 of RWAs for at least the past three years, and have completely failed to comply with reporting  
16 and monitoring obligations since the date of entry of the Judgment. They have had the  
17 opportunity to raise these various arguments since the date of entry of the Judgment, and certainly  
18 during the years-long negotiations with Watermaster General Counsel with respect to the  
19 delinquent RWAs. Raising any of the above-stated arguments in opposition to this motion will  
20 only make clear that the Zamrzlas have one single objective: to avoid compliance with the  
21 Judgment at any cost. Nothing short of a Court order awarding monetary, injunctive and  
22 declaratory relief as requested herein will bring the Zamrzlas into compliance. If they wish to  
23 attempt to avail themselves of the Paragraph 5.1.10 procedures at a later date, a Court order to this  
24 effect will not prejudice such efforts in any way.

25   **V. CONCLUSION**

26           For the reasons discussed above, the Watermaster respectfully requests that this Court  
27 enter an order against Zamrzla for all RWAs owed in the amount set forth herein, and also declare  
28 that Zamrzla is prohibited and enjoined from producing any further groundwater from the Basin


1 unless and until it pays all past-due RWAs and AAs and complies with the Watermaster's other  
2 directives with respect to metering and reporting.

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Respectfully submitted,

Dated: September 29, 2021

PRICE, POSTEL & PARMA LLP

By:   
CRAIG A. PARTON  
TIMOTHY E. METZINGER  
CAMERON GOODMAN  
Attorneys for  
Antelope Valley Watermaster

**DECLARATION OF CRAIG A. PARTON**

I, CRAIG A. PARTON, declare as follows:

1. I am a partner in the law firm of Price, Postel & Parma LLP (“PPP”), counsel of record for the Antelope Valley Watermaster (“Watermaster”) herein. I have personal knowledge of the matters set forth below and if called as a witness could testify competently thereto.

2. I have served as the principal attorney responsible for providing general counsel services to the Watermaster since November 2017, and I have been intimately involved in the ongoing dispute with the Zamrzlas related to collection of delinquent RWAs.

3. On February 4, 2019, Robert H. Brumfield, counsel for the Zamrzlas, contacted the Watermaster General Counsel claiming that: (1) the Zamrzlas had erroneously reported cumulatively 650 acre-feet per year for 2018, (2) this amount was only intended to reflect the Zamrzlas’ estimated Production amount for years moving forward, and (3) the Zamrzlas had in fact produced less than 50 acre-feet per year in 2018. The Zamrzlas eventually submitted documentation dated March 18, 2019, purportedly demonstrating that they had in fact cumulatively produced a total of 93.75 acre-feet in 2018, a true and correct copy of which is attached hereto as Exhibit “A”.

4. Thereafter, I repeatedly attempted in good faith to negotiate terms of settlement with Mr. Brumfield. Specifically, I requested that the Zamrzlas: (1) submit an Annual Water Production Report for 2018 with the amount the Zamrzlas claimed they had actually produced that year, (2) pay RWAs and AAs based on that amount, (3) install meters on all of its wells pursuant to Paragraph 5.1.3.2 of the Judgment, and (4) submit Annual Water Production Reports for all other years.

5. Having received no substantive response from the Zamrzlas or Mr. Brumfield with respect to the proposed terms of settlement, on September 5, 2019, I conveyed to Mr. Brumfield a memorandum from the Watermaster Engineer estimating that the Zamrzlas had actually cumulatively produced a total 570 acre-feet in 2018, a true and correct copy of which is attached hereto as Exhibit “B”.

6. Notwithstanding apparent data gaps in the Zamrzlas’ alleged 2018 Production of 93.75 acre-feet, I have attempted in good faith—since May 7, 2020—to negotiate a settlement with the Zamrzlas, whereby the Watermaster will accept their purported 2018 production amounts of



1 cumulatively 93.75 acre-feet, in exchange for the Zamrzlas' agreement to: (1) pay RWAs and AAs  
2 based on this amount, (2) install meters on all of their wells, (3) submit Annual Water Production  
3 Reports for 2016 through 2020, and (4) pay RWAs and AAs for all other delinquent years.

4 7. To date, the Zamrzlas have refused to engage in any substantive settlement  
5 discussions. Instead, the Zamrzlas insist that the Watermaster first "rescind" the original 2019  
6 invoice for 2018 RWAs before any further negotiations will be considered. I have assured Mr.  
7 Brumfield that the original invoice will be rescinded once an agreement is reached, yet the  
8 Zamrzlas continue to refuse to engage in any meaningful negotiations.

9 8. Based on their own calculations, the Zamrzlas are currently delinquent in payment of  
10 a total of \$35,171.25 in RWAs for 2018, which represents Zamrzla's self-reported use of a  
11 cumulative total of 93.75 acre-feet of Basin groundwater that has yet to be replenished, broken-  
12 down as follows: (1) as to J&P, 75.29 acre-feet, minus a credit of 6 acre-feet, for a total of 69.29  
13 acre-feet, multiplied by \$415 per acre-foot, for a total of \$28,755.35; and (2) as to J&J, 18.46 acre-  
14 feet, minus a credit of 3-acre-feet, for a total of 15.46 acre-feet, multiplied by \$415 per acre-foot,  
15 for a total of \$6,415.90.

16 9. Attached hereto as Exhibit "C" is a true and correct copy of our firm's billing ledger  
17 detailing all time entries for fees billed for this matter for the period of time from September 4,  
18 2019 through August 16, 2021, which totals \$4,112. Additional attorneys' fees in the amount of  
19 \$3,325 (5 hours of partner time at \$395 per hour, and 5 hours of associate time at \$270 per hour) are  
20 estimated for the period of September 21, 2021 through the time of the hearing on the instant  
21 motion. Therefore, the Watermaster seeks a total of **\$7,437** in attorneys' fees related to efforts to  
22 collect the Zamrzlas' RWAs.

23 10. Throughout PPP's representation of the Watermaster on this matter, the hourly rate  
24 billed to the Watermaster reflected PPP's public agency rates. The public agency rates reflect an  
25 approximate 25% to 34% reduction in our customary rates.

26 11. The Zamrzlas could and should have paid the RWAs they owed pursuant to the clear  
27 terms of the Judgment rather than delaying the inevitable. The attorneys' fees incurred by the  
28 Watermaster in seeking to recover the RWAs owed by the Zamrzlas were necessary in order to

1 protect against the substantial harm that would be caused to the Basin if the Zamrzlas were allowed  
2 to merely ignore its obligation to pay these vitally important RWAs so that the Watermaster can  
3 purchase water to replenish the Basin.

4 12. Additional PPP time has been necessary to evaluate legal options for consideration  
5 by the Watermaster Board in collecting the Zamrzlas' delinquent RWAs, and also to bring the  
6 instant motion. Further PPP time will be necessary to reply to the Zamrzlas' opposition(s) to this  
7 motion, attend the hearing thereon, and subsequently to enforce the money judgment sought herein.

8 13. As set forth in Paragraph 18.4.12 of the Judgment, the Watermaster is authorized to  
9 collect interest on delinquent RWAs "at the then current real property tax delinquency rate for the  
10 county in which the property of the delinquent Party is located." The real property tax delinquency  
11 rates for the Los Angeles County Tax Collector are posted online at [https://ttc.lacounty.gov/avoid-  
12 penalties-by-understanding-postmarks/](https://ttc.lacounty.gov/avoid-penalties-by-understanding-postmarks/).

13 14. In accordance with California Revenue & Taxation Code Sections 2617 and 2618,  
14 the Los Angeles Tax Collector imposes penalties on delinquent real property taxes as follows: (1) if  
15 the first installment payment is delinquent, a 10% penalty is imposed; and (2) if the second  
16 installment payment is delinquent, a 10% penalty and a \$10 cost is imposed.

17 I declare under penalty of perjury under the laws of the State of California that the  
18 foregoing is true and correct.

19  
20 Dated: Sept. 29, 2021

  
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CRAIG A. PARTON

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**DECLARATION OF PATRICIA ROSE**

I, PATRICIA ROSE, declare as follows:

1. I have personal knowledge of the facts set forth herein, and if called upon to testify thereto, I could and would competently do so under oath.

2. I serve as Secretary to the Board of the Antelope Valley Watermaster (the "Watermaster"). I work with Watermaster staff on a daily basis, and I am familiar with the process whereby Watermaster staff prepares, finalizes, and sends invoices for Replacement Water Assessments ("RWAs").

3. Based on a review of property ownership and production reporting, John Lee Zamrzla and Jeanette Zamrzla are Unknown Small Pumper Class Members who have not yet gone through the process to qualify as Small Pumper Class Members.

4. The Watermaster sends invoices for RWAs at different times each year, depending upon when the RWA rates for that year are approved by the Watermaster Board, and depending upon when Watermaster staff finalizes RWA calculations. In each instance, RWAs are due 30 days after the invoice date in a lump sum (rather than in installments), and are assessed a single 10% delinquency penalty thereafter.

5. At its August 28, 2019 meeting, the Watermaster Board considered and adopted Resolution No. R-19-27, setting the RWA rates applicable to Parties located inside the Antelope Valley State Water Contractors Association boundaries for 2018 at \$415 per acre-foot. Attached hereto as Exhibit "D" is a true and correct copy of Resolution No. R-19-27.

6. On January 22, 2019, the Watermaster invoiced Johnny Zamrzla for 2018 RWAs in the amount of \$266,015, based on Mr. Zamrzla's reported 2018 production at a cost of \$415 per acre-foot. Attached hereto as Exhibit "E" is a true and correct copy of the January 22, 2019 invoice.

7. To date, Mr. Zamrzla has failed to pay any of the 2018 RWAs demanded in the January 22, 2019 invoice.

///

I declare under penalty of perjury under the laws of the State of California that the

1 foregoing is true and correct, and that this declaration is executed on September 28, 2021, at  
2 Palmdale, California.

  
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PATRICIA ROSE

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# **Exhibit A**

March 18, 2019

**Johnny and Pamela Zamrzla, Property Owners**  
48910 80<sup>th</sup> Street West  
Lancaster, CA 93536

Contact: Johnny Zamrzla  
Office # 661/273-1336  
[johnnyz@westpacroof.com](mailto:johnnyz@westpacroof.com)

**APN number associated with party's Property: # 3220-006-026**

**Total acreage of parcel: 40 acres**

**Well information:**

**1965 Standing water level: 308'**

**2018 Standing water level: 207'**

**Currently listed as small pumper**

**Well design in 1965: Flood irrigate 40 acres**

**Current design: Wheel line/sprinkle 5 acres and domestic use.**

**Calculations per Edison Efficiency Test completed September 2018**

**2017 Production 47.7 Acre Feet**

**2018 Production 75.29 Acre Feet**

**Estimated annual water use in the future: 100 AF**

March 18, 2019

**Johnny and Pamela Zamrzla, Property Owners**

48910 80<sup>th</sup> Street West  
Lancaster, CA 93536

Contact: Johnny Zamrzla  
Office # 661/273-1336  
[johnnyz@westpacroof.com](mailto:johnnyz@westpacroof.com)

**NOTE: These two parcels, #3220-006-002 & 003, adjoin the Zamrzla's 40 acre Home & Ranch on 80th St. West (#3220-006-026)**

<u>APN # 3220-006-002</u>	<u>APN # 3220-006-003</u>
<u>75<sup>th</sup> St West &amp; Ave D</u>	<u>75<sup>th</sup> St. West &amp; Ave D8</u>

<b>Total combined acreage:</b>	<b>79 acres</b>	<b>39.2 acres</b>	<b>40 acres</b>
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**Well information:**

**1966 Standing water level: 296'**

**2014 Standing Water level: 211'**

**Currently listed as small pumper**

**Well design in 1966: Flood irrigate 80 acres**

**Current design: Wheel line/ sprinkle 80 acres**

**Calculations per Edison Efficiency Test Completed February 2014**

**2016 Production 478 Acre Feet**

**2017 Production 349.20 Acre Feet**

**2018 Production 00 Acre Feet**

**Estimated annual water use in the future: 256 Acre Feet**

March 18, 2019

**John Lee Zamrzla and Jeanette Zamrzla**

8165 West Avenue D8, Lancaster, CA 93536

661-492-5116 / [jlee@westpacroof.com](mailto:jlee@westpacroof.com)

Contact: Johnny Lee / Owner

**APN numbers associated with Party's Property: #3220-001-028 & #3220-001-027**

**Total combined acreage            20 acres**

**Well information:**

**1965 standing water level: 308'**

**2018 standing water level 212'**

**Currently listed as small pumper**

**Well design in 1965: Flood irrigate 80 acres**

**Current design: Wheel lines/ sprinkle 15 acres and domestic use.**

**Calculations per Edison Efficiency Test completed September 2018**

**Total Acreage            20 ac**

**2017    Production:    53.29 Acre Feet**

**2018    Production:    18.46 Acre Feet**

**Estimated annual water use in the future: 200 AF**



## **Exhibit B**

# TODD GROUNDWATER

September 5, 2019

**To:** Craig Parton  
Price Postel & Parma LLP  
Antelope Valley Watermaster Legal Counsel

**From:** Kate White, Senior Engineer  
Maureen Reilly, Senior Engineer  
Todd Groundwater, Watermaster Engineer

**Re:** Groundwater Production on Zamrzla Parcels

Todd Groundwater was asked to calculate groundwater production in 2018 on 5 parcels of land owned by the Zamrzla family and located in the adjudicated area of the Antelope Valley Groundwater Basin. The Zamrzlas are believed to have used groundwater for agricultural irrigation on these parcels during 2018. Their wells, however, are not metered. These groundwater production calculations are required in order to determine the amount of the 2018 Replacement Obligation for which the Zamrzlas will be responsible under the terms of the 2015 Judgment and Physical Solution (see Sections 3.5.39-3.5.41 and Section 9.2 et al. of the Judgment).

Table 1 summarizes information provided in part by the Zamrzlas and also includes 2018 groundwater production calculated by Todd Groundwater. The left-hand side of Table 1 provides information concerning the Zamrzla parcels and includes a brief summary of annual groundwater production, estimated future production, and estimated 2018 production information provided by the Zamrzlas. The four columns on the right-hand side of the table summarize Todd Groundwater estimated 2018 "irrigation" (i.e., groundwater production).

The analytical process engaged by Todd Groundwater in order to calculate irrigation or groundwater production on the 5 Zamrzla parcels for 2018 was as follows.

1. We analyzed 2018 USDA satellite imagery of the 5 parcels and calculated irrigated acreages (USDA, 2019). Figure 1 shows the USDA color-infrared (CIR) satellite imagery of the area comprising the Zamrzla parcels. CIR infrared imagery is a widely used industry standard for interpretation of natural resources. Red tones are associated with live vegetation; intense reds indicate vegetation that is growing vigorously and is dense. An irrigated alfalfa field would be an example of such vegetation<sup>1</sup>.

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<sup>1</sup> An evergreen forest, which may be quite dense vegetatively, will not appear as a similar bright red because its level of growth activity is less, compared to irrigated alfalfa. As the vigor and density of vegetation decreases, the tones may change to light reds and pinks. If plant density becomes low enough the faint reds may be overcome by the tones of the soils on which the plants are growing. The ground areas in this case will appear in shades of white, blue, or green depending on the kind of soil and its moisture content. As plant vigor decreases, the vegetation will show as lighter shades of red and pink, various shades of greens, and possible tans. Dead vegetation, wheat stubble as an example, will often be shades of greens or tans. From [https://www.usqs.gov/faqs/what-do-different-colors-a-cir-aerial-photograph-represent?qt-news\\_science\\_products=7#qt-news\\_science\\_products](https://www.usqs.gov/faqs/what-do-different-colors-a-cir-aerial-photograph-represent?qt-news_science_products=7#qt-news_science_products).

Irrigation was calculated to occur on the entire area of Parcels 3220-006-002, 3220-006-003, and 3220-001-027. Red or faint red areas extend throughout these parcels; it is unlikely that the red color would persist if no irrigation had occurred in 2018. The intensity of red can vary depending upon how recent the last alfalfa cutting occurred. About 18 acres of Parcel 3220-006-026 and 6 acres of Parcel 3220-001-028 were calculated to be irrigated. Omitted areas include those around the houses.

2. We used crop coefficients obtained from Nebeker (2007) for crops grown in the Antelope Valley.
3. We multiplied the crop coefficients by the 2018 Palmdale Station 197 monthly reference evapotranspiration totals (CIMIS, 2019) to get annual water use values of 6.0 acre-feet (AF)/acre for pasture/sod and 5.9 AF/acre for alfalfa.
4. Net water use rates were then scaled down to 5.0 AF/acre to take into account any uncertainties associated with estimating irrigated acreages from the CIR imagery.
5. We multiplied the estimated irrigated areas by the net water use rate of 5.0 AF/acre to compute the following 2018 production estimates:
  - Johnny Lee and Jeanette Zamrzla: 80 AF (5 AF/acre x 16 acres)
  - Johnny and Pamela Zamrzla: 490 AF (5 AF/acre x 98 acres).

## References

California Irrigation Management Information System (CIMIS), 2019, Palmdale Station 197 2018 Monthly Reference Evapotranspiration Data, <https://cimis.water.ca.gov/>, accessed May 2019.

Nebeker, Eugene, 2007, An Estimate of Crop Water Requirements in the Antelope Valley, April 19, 2007.

United States Department of Agriculture Farm Service Agency (USDA), 2019, National Agriculture Imagery Program (NAIP), <https://www.fsa.usda.gov/programs-and-services/aerial-photography/imagery-programs/naip-imagery/>, accessed May 2019.

**Table 1. Zamrzla Production Information**

Parcel Owner	Previously Supplied Information <sup>1</sup>							Zamrzla Recent Estimate of 2018 Irrigation (AFY)	Todd GW Estimated 2018 Irrigation			
	Parcel	Total Acres	Recent Irrigated Area (acres)	# Wells	Annual Production 2016-2018 (AFY)	Estimated Future Annual Production (AFY)	Crops		Estimated 2018 Irrigated Area <sup>2</sup> (acres)	Net Water Use Rate <sup>3</sup> (AF/acre)	Used Net Water Use Rate <sup>4</sup> (AF/acre)	Estimated 2018 Irrigation (AFY)
Johnny and Pamela Zamrzla	3220-006-002	39.2	80 (current design)	0	2016: 487 AF 2017: 349.2 AF 2018: 0 AF	256	Alfalfa, Grain Hay, Sudan Grass	0	40	5.9	5.0	200
	3220-006-003	40		1					40	5.9	5.0	200
	3220-006-026	40	5 (current design, up to 40 in the past) plus domestic use	1	2016: not provided 2017: 47.7 AF 2018: 75.29 AF	100	Permanent Pasture	75.29	18	6.0	5.0	90
Johnny Lee and Jeanette Zamrzla	3220-001-027	10	15 (current design)	0	2016: not provided 2017: 53.29 AF 2018: 18.46 AF	200	Hay	18.46	10	6.0	5.0	50
	3220-001-028	10		1			Pasture grass		6	6.0	5.0	30
<b>Totals</b>	-	<b>139.2</b>	-	<b>3</b>	-	<b>556</b>	-	<b>93.75</b>	<b>114</b>	-	-	<b>570</b>

1. From summary information provided from the Zamrzlas dated March 16, 2019 and September 2018.

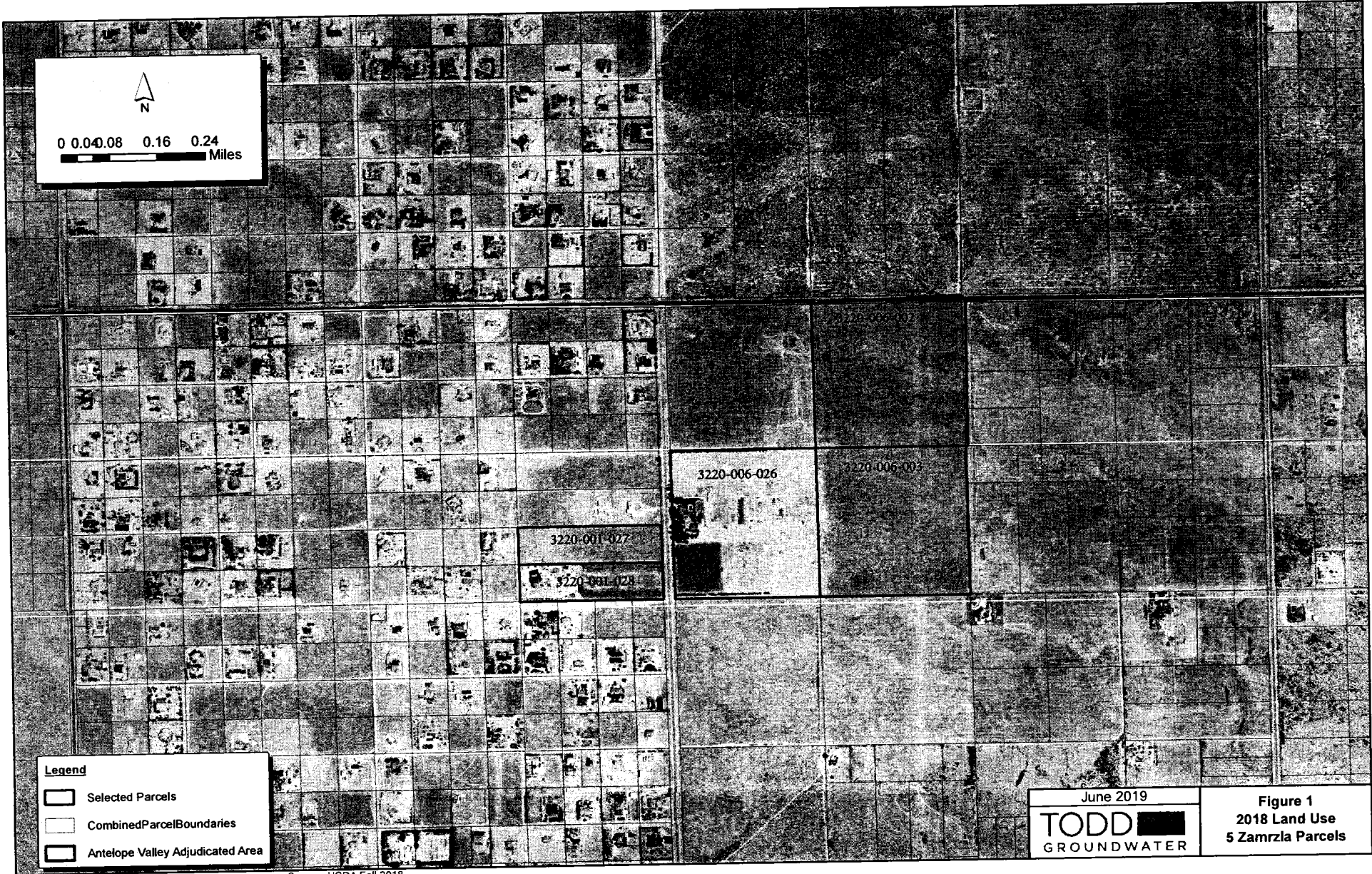
2. Irrigated areas were calculated from a USDA Fall 2018 satellite infrared image, which shows vegetation in red (shown on Figure 1).

3. Assumed that alfalfa was grown on 3220-006-002 and -003 and used an alfalfa net water use rate of 5.9 AF/acre from Nebeker (2007) and 2018 monthly Palmdale ETo values (CIMIS, 2019).

Assumed that pasture/sod was grown on 3220-001-028 and 3220-006-026 and used a pasture/sod net water use rate of 6.0 AF/acre from Nebeker (2007) and CIMIS (2019).

Assumed that hay was grown on 3220-001-027 and has a similar water requirement as pasture/sod.

4. Scaled net water use rates down to 5.0 AF/acre to take into account uncertainties of actual irrigated acreages.



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Miles

**Legend**

- Selected Parcels
- Combined Parcel Boundaries
- Antelope Valley Adjudicated Area

3220-001-027  
3220-001-028

3220-006-026  
3220-006-007

June 2019  
**TODD**  
GROUNDWATER

**Figure 1**  
2018 Land Use  
5 Zamrzla Parcels

Source: USDA Fall 2018

## **Exhibit C**

Status	Date	Timekeeper	Matter	Task Code	Hours	Rate	Amount	Bill	Billed Amount	Narrative
Paid	08/16/2021	CG	00001		0.3	270	\$81.00	186884	\$0.00	Discuss Zamrzla motion and settlement options with Mr. Parton; legal research regarding same; correspondence with Robert Brumfield regarding same.
Billed	08/13/2021	CG	00001		0.6	270	\$162.00	186884	\$162.00	Telephone call with Robert Brumfield regarding Zamrzla delinquent RWA litigation, settlement.
Paid	07/22/2021	CAP	00001		2.5	395	\$987.50	185861	\$987.50	Amend and edit Zamrzla motion and letter to their counsel.
Paid	04/12/2021	CG	00001		0.1	270	\$27.00	183043	\$0.00	Review Watermaster staff comments on Zamrzla Settlement Agreement; review client documents and legal research regarding same.
Paid	04/12/2021	CAP	00001		0.8	395	\$316.00	183043	\$316.00	Finalize Zamrzla settlement proposal and circulate it to their counsel
Paid	04/09/2021	CAP	00001		2.4	395	\$948.00	183043	\$948.00	Work on settlement agreement with Zamrzla parties; transmit settlement proposal to Engineer and staff for comment.
Paid	03/31/2021	CAP	00001		1.4	395	\$553.00	182129	\$553.00	Review settlement offer to Zamrzla parties and edit the same.
Paid	09/16/2019	CAP	00001		1.2	395	\$474.00	166463	\$474.00	Prepare letter to Zamrzla counsel and address issues relating to water usage
Paid	09/04/2019	CAP	00001		2.2	395	\$869.00	166463	\$671.50	Edit and amend Engineer's memorandum regarding Zamrzla parcels and irrigated acreage and applicable RWA for 2018.
<b>Grand Totals:</b>					<b>11.5</b>		<b>\$4,417.50</b>		<b>\$4,112.00</b>	

## **Exhibit D**



**RESOLUTION NO. R-19-27**

**ADOPTING REPLACEMENT WATER ASSESSMENTS FOR YEARS 2016, 2017 and 2018 FOR ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION**

WHEREAS, the Antelope Valley Watermaster, formed by the Antelope Valley Groundwater Cases Final Judgment (“Judgment”), Santa Clara Case No. 1-05-CV-049053 signed December 23, 2015, is to administer the Judgment; and

WHEREAS, the Judgment provides that the Watermaster shall calculate, assess and collect Replacement Water Assessments pursuant to Section 9.2 of the Judgment; and

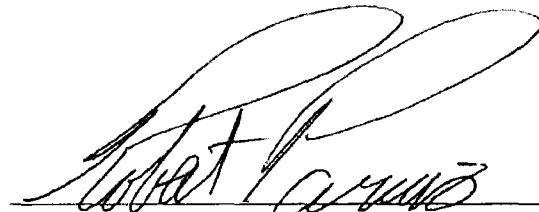
WHEREAS, the Watermaster has taken and considered public comment on the issue and has calculated that a Replacement Water Assessment of \$415 an acre foot for Producers within the Antelope Valley State Water Contractors Association (“AVSWCA”) boundaries in Years 2016 and 2017, and a Replacement Water Assessment of \$888 an acre foot for Producers outside the AVSWCA boundaries for Year 2016, \$896 an acre foot for Year 2017, and \$914 an acre foot for Year 2018, which are reflective of the proportional share of State Water Project fixed costs applicable to those Producers outside the AVSWCA boundaries, are consistent with the terms of the Judgment and are based on the actual cost of Replacement Water, including Watermaster spreading costs; and

WHEREAS, these Producers will also be responsible for applicable Administrative Assessments in addition to a Replacement Water Assessment.

NOW, THEREFORE, BE IT RESOLVED, that the Watermaster Board unanimously adopts a Replacement Water Assessment for Years 2016 and 2017 in the amount of \$415 an acre foot for Producers within the AVSWCA boundaries, and a Replacement Water Assessment in the amount of \$888 an acre foot in 2016, \$896 an acre foot for Year 2017, and \$914 an acre foot for Year 2018, for Producers outside the AVSWCA boundaries.

**I certify that this is a true copy of Resolution No. R-19-27 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held August 28, 2019, in Palmdale, California.**

Date: 8/28/19

  
Robert Parris, Chairman

ATTEST:   
Patricia Rose – Secretary

**AV State Water Contractors Boundaries**

	<b>Inside</b>	<b>Outside</b>
<b>2019</b>	<b>\$451.00</b>	<b>\$948.00</b>
<b>2018</b>	<b>\$415.00</b>	<b>\$914.00</b>
<b>2017</b>	<b>\$415.00</b>	<b>\$896.00</b>
<b>2016</b>	<b>\$415.00</b>	<b>\$888.00</b>

**A N T E L O P E V A L L E Y  
W A T E R M A S T E R B O A R D  
M E M O R A N D U M**

**DATE:** August 21, 2019

**TO:** ANTELOPE VALLEY WATERMASTER BOARD

**FROM:** Mr. Matthew Knudson, Administrator  
Mr. Peter Thompson, Jr., Assistant Administrator

**RE:** *SETTING REPLACEMENT WATER ASSESSMENT RATES FOR 2016 AND 2017 PRODUCTION WITHIN AND OUTSIDE OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION BOUNDARIES; AND 2018 PRODUCTION OUTSIDE THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION BOUNDARIES*

**Recommendation:**

Antelope Valley Watermaster Administrative staff recommends the Board Approve Resolution No. R-19-x, which sets the following Replacement Water Assessment Rates for producers inside and outside of the Antelope Valley State Water Contractors Association (AVSWCA) boundaries:

<u>Calendar Year</u>	<u>Inside AVSWCA Boundaries</u>	<u>Outside AVSWCA Boundaries</u>
2016	\$415/Ac-Ft	\$888/Ac-Ft.
2017	\$415/Ac-Ft.	\$896/Ac-Ft.
2018	Previously Approved	\$914/Ac-Ft.

The Antelope Valley Watermaster Board previously approved Resolution No.'s R-18-08, R-19-10, and R-19-11 which set the following Replacement Water Assessment Rates:

<u>Calendar Year</u>	<u>Inside AVSWCA Boundaries</u>	<u>Outside AVSWCA Boundaries</u>
2018	\$415/Ac-Ft.	See above
2019	\$451/Ac-Ft.	\$948/Ac-Ft.

**Background:**

The Antelope Valley Watermaster is compelled by the court to require groundwater pumpers to replace water in the Antelope Valley Groundwater Basin when they have pumped over their adjudicated right. The AVSWCA member agencies will be a primary source for providing this replacement water due to their collective ability to import water and recharge the basin. To this end, AVSWCA contracted with Raftelis to determine a rate structure that included replacement costs for pumpers both inside and outside of the AVSWCA collective service area. This is important as those pumpers within our service area have helped pay the fixed costs of the State Water Project (SWP) through their property taxes while those outside have not. The cost for

replacement water to be charged to pumpers is based on cost to deliver raw water plus an additional 10% to capture the loss of water expected when recharging the replacement water. Pumpers outside of our service areas will pay this rate plus a charge to cover their proportional share of SWP fixed costs.

Raftelis has provided the AVSWCA with the financial model that allows staff to update it on an annual basis to account for changes in the average consumer price index and the annual fixed costs and deliveries as updated in the Department of Water Resources' annual Bulletin 132.

## **Exhibit E**

**Antelope Valley Watermaster**

P.O. Box 3025

Quartz Hill, CA 93586

(661) 234-8233

www.avwatermaster.net

**BILL TO**

Johnny Zamrzla

c/o Robert Brumfield, III

2031 F Street

Bakersfield, CA 93301

**INVOICE 1300CY18-4**

**DATE 01/22/2019**

**DUE DATE 02/21/2019**

TYPE	DESCRIPTION	ACRE FT.	RATE	AMOUNT
FIXED	Administrative Assessments CY 2016 per Reported Production	650	1.00	650.00
FIXED	Administrative Assessments CY 2017 per Reported Production	650	5.00	3,250.00
FIXED	Administrative Assessments CY 2018 per Production Rights	650	5.00	3,250.00
2018 RWA	2018 Replacement Water Assessment (including credit of 9 acre feet for 3 wells)	641	415.00	266,015.00

Please include invoice number on check payment.

**PLEASE NOTE:**

Delinquent balances are assessed a 10% late fee.

**TOTAL DUE**

**\$273,165.00**

Per Resolution No. R-18-02 as passed by the Board of Directors of the Antelope Valley Watermaster at its meeting held January 24, 2018, in Palmdale, California

and

Judicial Council Coordination Proceeding No. 4408 Santa Clara Case No.: 1-05-CV-049053

**PLEASE REMIT PAYMENT TO:**

Antelope Valley Watermaster

P.O. Box 3025

Quartz Hill, CA 93586

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**PROOF OF SERVICE**

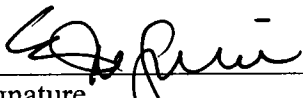
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am employed in the County of Santa Barbara, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 200 East Carrillo Street, Fourth Floor, Santa Barbara, California 93101.

On September 29, 2021, I served the foregoing document described as **WATERMASTER'S MOTION FOR MONETARY, DECLARATORY AND INJUNCTIVE RELIEF AGAINST ZAMRZLAS; DECLARATIONS OF CRAIG A. PARTON AND PATRICIA ROSE, EXHIBITS A-E**, on all interested parties in this action by placing the original and/or true copy.

- BY ELECTRONIC SERVICE:** I posted the document(s) listed above to the Santa Clara County Superior Court Website @ [www.scefilng.org](http://www.scefilng.org) and Glotrans website in the action of the Antelope Valley Groundwater Cases.
- (*STATE*) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- (*FEDERAL*) I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on September 29, 2021, at Santa Barbara, California.

  
 \_\_\_\_\_  
 Signature  
 Elizabeth Wright