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Government Code § 6103

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7 Antelope Valley Watermaster

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

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

Judicial Council Coordination  
Proceeding No. 4408

LASC Case No.: BC 325201

13 **ANTELOPE VALLEY**  
14 **GROUNDWATER CASES**

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

**WATERMASTER'S REPLY TO  
ZAMRZLAS' OPPOSITION TO MOTION  
FOR MONETARY, DECLARATORY  
AND INJUNCTIVE RELIEF;  
DECLARATION OF JEFFREY V. DUNN  
IN SUPPORT THEREOF**

17 \_\_\_\_\_  
18 AND ALL RELATED ACTIONS

Date: December 10, 2021  
Time: 9:00 a.m.  
Dept: By Zoom

21 **I. Introduction**

22 Johnny and Pamella Zamrzla, individually and as Trustees (“**J&P**”), and John Lee and  
23 Jeanette Zamrzla (“**J&J**”) (collectively, the “**Zamrzlas**”) are Parties to the Judgment and subject  
24 to the Jurisdiction of this Court. The outdated \$273,165 invoice from the Antelope Valley  
25 Watermaster (“**Watermaster**”) for Replacement Water Assessments (“**RWAs**”) is entirely  
26 irrelevant to the Watermaster’s Motion. Injunctive and declaratory relief is appropriate in this case  
27 due to the Zamrzlas’ ongoing failure to meter and report their water usage, and the Watermaster is  
28 entitled to collect interest on the delinquent RWAs as well as its attorneys’ fees.

1 **II. The Zamrzlas Have Conceded the Amount of RWAs Sought in the Motion**

2 The Zamrzlas spend no less than nine pages in their Opposition attempting to undermine  
3 the basis for the Watermaster's original invoice for RWAs in the total amount of \$273,165.  
4 (Oppo. at Sections II.B and V.) The entirety of the declarations of Eugene B. Nebeker, Jan H.M.  
5 Hendrickx and Rick Koch are dedicated to this purpose, as are much of the declarations of the  
6 Zamrzlas. However, these allegations are entirely irrelevant to the Watermaster's Motion. The  
7 Zamrzlas concede that the Motion demands the exact amount of RWAs owed by the Zamrzlas:  
8 \$28,755.36 owed by J&P based on their self-reported 75.29 AF pumped in 2018, and \$6,415.90  
9 owed by J&J based on their self-reported 18.46 AF pumped in 2018. The dispute over the original  
10 Watermaster invoice for \$273,165 is a moot point and entirely irrelevant to the dispute at hand.

11 **III. The Zamrzlas Are Small Pumper Class Members and Are Bound By The Judgment**

12 The Zamrzlas take the position that they are not properly included in the list of Small  
13 Pumper Class Members in the Judgment because "they were never provided with any notice of  
14 this case and accordingly never had the opportunity to 'opt out' and or to otherwise participate in  
15 this case as a party asserting their own rights to produce water in appropriate amounts for their  
16 property." (Oppo. at p. 4, lines 19-24.) The Zamrzlas further take the position that they do not "fit  
17 into the definition of a member of the Small Pumper Class as they regularly pump more than 25  
18 acre-feet per year on their properties." (Oppo. at p. 5, lines 1-5.)

19 To the Contrary, J&P are currently a Party to the Judgment as a Small Pumper Class  
20 Member. (See Judgment at Exh. C, Exh. A at pp. 24, 36, 50 ("List of Known Small Pumper Class  
21 Members for Final Judgment").) As discussed in more detail below, J&P were properly served  
22 with notice of their designation as a Small Pumper Class Member, and notified of the opportunity  
23 to opt-out and join the Adjudication as an overlying Producer. Had J&P taken action any time  
24 prior to the deadline stated in the 2013 notice sent to Small Pumper Class Members, they could  
25 have attempted to prove-up any alleged Overlying Production Rights under the Judgment along  
26 with those who timely joined the Adjudication as Exhibit 4 Parties. J&P failed to timely do so,  
27 and are now bound by the terms of the Judgment as a Small Pumper Class Member. Any  
28 Overlying Production Rights J&P may now claim cannot alter, amend or modify the rights

1 allocated by the Court to the Parties under the Judgment.

2 The same goes for J&J, who, as stated in their Opposition and declaration, at all times  
3 relevant to the Adjudication were immediately adjacent neighbors, close relatives and business  
4 partners with J&P, and therefore undoubtedly received repeated notice of the Adjudication and  
5 the need to affirmatively participate in the litigation in order to assert any alleged Overlying  
6 Production Rights. At this point J&J qualify as Unknown Small Pumper Class Members as  
7 defined in 5.1.3.6 of the Judgment, and are likewise Parties bound by the terms of the Judgment.

8 **A. The Zamrzlas are Members of the Small Pumper Class**

9 Parties identified as members of the Small Pumper Class were served with notice of the  
10 Small Pumper Class Action in 2009, 2013 and 2015 by first-class mail and publication. (Dunn  
11 Decl. at ¶¶ 3, 5; RJN, Exh. 1 – 4.) The “List of Known Small Pumper Class Members for Final  
12 Judgment” attached as Exhibit A to Exhibit C to the Judgment, is a replication of the Small  
13 Pumper Class notice list, and evidence that J&P were served with notice as set forth below.

14 The 2009 notice informed all recipients that they have been designated as possible class  
15 members, that they must submit a response form no later than September 9, 2009 if they contend  
16 they are not a class member for any reason (including if they have pumped in excess of 25 acre-  
17 feet per year in any calendar year since 1946), and that “[a]ll persons who receive this Notice  
18 should respond, so that the parties and the Court will know whether you are a class member or  
19 not.” (Dunn Decl. at Exh. B.)

20 The 2013 notice stated that recipients of the notice have been designated as class  
21 members, and “[i]f you do nothing, you will remain in the class and be bound by the terms of the  
22 settlement.” The 2013 notice further provided an opportunity for recipients to respond with a  
23 request for exclusion by no later than December 2, 2013. (RJN, Exh. 1.)

24 The 2015 notice explained that the recipients have been designated as class members and  
25 are not in the class only if: (1) their property is connected to and receives water from a public  
26 water system, public utility or mutual water company; (2) they are already a party to the litigation;  
27 or (3) they have timely excluded themselves from the class and have not rejoined. The 2015  
28 notice also set forth the final terms of settlement and explained that recipients were no longer able

1 to opt-out of the class because they were given two prior opportunities to do so. (RJN, Exh. 3.)

2 The 2009, 2013 and 2015 notices were each properly mailed to J&P's address at 48910  
3 80th Street W, Lancaster, CA 93536-8740. (Dunn Decl. at ¶ 4; RJN, Exh. 1, 3.) This is the correct  
4 address for J&P as admitted by J&P. (Oppo. at p. 3, lines 14 -21.) On December 23, 2015, the  
5 Judgment was entered by the Court. In the following years, as alleged by J&P in their Opposition,  
6 J&P continued to produce in excess of the 3 acre-feet per year allowed for Small Pumper Class  
7 Members under the Judgment.

8 The trial court has extremely broad discretion as to the manner of giving notice to class  
9 members. (*Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th 43, 57.) The standard is whether the  
10 notice has a reasonable chance of reaching a substantial percentage of the class members.  
11 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 251 ("it is not necessary to show  
12 that each member of a nationwide class has received notice".)) Courts have held that "individual  
13 notice" is generally required for class actions in which members have a substantial claim, whereas  
14 notice by publication is adequate when the damages are minimal. (*Cooper v. Am. Sav. & Loan*  
15 *Assn.* (1976) 55 Cal. App. 3d 274, 285.) "Individual notice" is generally accepted as first-class  
16 mailing to each individual class member. (*Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156,  
17 174.) In this case, the "belt-and-suspenders" approach was followed, and the Court ordered the  
18 notice of Small Pumper Class Action be served by first class mail *and* publication in each  
19 instance. (Judgment at Exh. C, p. 3 lines 14-15, 18-20, 26-27.) The Court further determined that  
20 notice "was given in an adequate and sufficient manner, and constituted the best practicable  
21 notice under the circumstances." (*Id.*, p. 3 lines 18-20 and 27-28.)

22 It is highly improbable that the Zamrzlas did not receive actual, much less constructive,  
23 notice of the Small Pumper Class Action and the Adjudication. J&P acquired their parcel in 1970  
24 (Oppo. at p. 4, line 14), and acquired the parcel currently owned by J&J in 1999. (J&J Decl. at p.  
25 2, lines 7-8.) J&J acquired the parcel they now own from J&P in 2007. (J&J Decl. at p. 2, lines 9-  
26 10.) In short, J&P and J&J owned the subject properties long before the first notice of Small  
27 Pumper Class Action was mailed out, and at all times relevant were high-profile members of the  
28 Antelope Valley community throughout the pendency of the Adjudication. (Oppo. at p. 2, lines

1 11-16.) The Zamrlzas cannot be rewarded for sticking their heads in the sand while an all-  
2 encompassing groundwater adjudication was ongoing in their community for years, and allowed  
3 to now claim ignorance and the right to pump groundwater from the Basin with impunity.

4 California Rule of Court 3.766 requires, among other things, that the notice to class  
5 members explain that the court will exclude the member from the class if the member so requests  
6 by a specified date, include a procedure for the member to follow in requesting exclusion from the  
7 class, and include a statement that the judgment will bind all members who do not request  
8 exclusion. (CRC Rule 3.766(d)(2)-(4).) “There is clearly no legal impediment whatsoever to  
9 making it harder to opt out than to stay in,” and “requiring class members to take affirmative steps  
10 to opt in has been held to be contrary to state and federal class action law and policy.” (*Chavez*,  
11 *supra*, 162 Cal. App. 4th at 58–59.)

12 Each of the notices clearly explained that J&P, as a recipient, had been named as a Small  
13 Pumper Class Member and must respond in writing by a specific date if they believed they had  
14 been erroneously included in the Small Pumper Class. (Dunn Decl. at Exh. B; RJN, Exh. 1, 3.)  
15 There was no option to do nothing in response in the 2009 notice, and the 2013 notice stated that  
16 “[i]f you do nothing, you will remain in the class and be bound by the terms of the settlement.”  
17 (Dunn Decl. at Exh. B; RJN, Exh. 1). These notices clearly complied with California law  
18 governing notices of class action, and the manner of service was in excess of legal requirements  
19 and was approved by the Court.

20 By way of their Opposition, the Zamrzlas are impermissibly seeking a second—or really a  
21 third—opportunity to opt-out of the Small Pumper Class after notice of the Small Pumper Class  
22 Action, notice of partial settlement, and notice of the final Judgment had been properly served.  
23 Confirming the Zamrzlas’ status as Small Pumper Class Members would not violate their due  
24 process rights. “[T]o hold that due process requires a second opportunity to opt out after the  
25 terms of the settlement have been disclosed to the class would impede the settlement process so  
26 favored in the law.” (*Officers for Justice v. Civil Serv. Comm’n of City & Cty. of San Francisco*,  
27 688 F.2d 615, 634–35 (9th Cir. 1982) (discussing FRCP Rule 23(b)(3).)

28 ///

1           The Zamrzlas further suggest that the relevant inquiry is whether a person that owns  
2 property within the Basin pumped less than 25 acre-feet of water from beneath their property in  
3 any year between 1946 and September 2, 2008. (Oppo. at p. 14, line 21 – p. 15, line 20.) This may  
4 be the definition of a Small Pumper Class Member, but the relevant inquiry for the purposes of  
5 determining whether a person or entity is a Party to the Judgment as a Small Pumper Class  
6 Member is whether such person or entity was properly served with notice of the Small Pumper  
7 Class Action and failed to timely opt-out. (*See* Judgment at Exh. C, p. 2, lines 14-15 (“The Court  
8 has jurisdiction over all parties to the Settlement Agreement including Class members who did  
9 not timely opt out of the Settlement.”); *see also id.* at p. 4, lines 9-10 (“All members of the class  
10 who did not opt out of the Class shall be subject to all the provisions of . . . this Judgment as  
11 entered by the Court.”).)

12           J&P are therefore a named Party in the Adjudication as a Small Pumper Class Member,  
13 and J&J are a Party to the Adjudication as an Unknown Small Pumper Class Member.

14           **B.     The Zamrzlas Were Given an Opportunity to Join the Adjudication**

15           The Zamrzlas claim they were “never served with any pleadings in this action and are  
16 therefore ‘absent persons’ with respect to the action and are not bound by the Judgment.” (Oppo.  
17 at p. 12, lines 3-5.)

18           The 2009 notice stated that “[t]he case has been combined with other cases to determine  
19 all the groundwater rights in the Basin.” (Dunn Decl. at Exh. B.) The 2013 notice explained that  
20 “[t]his lawsuit is coordinated with several other lawsuits pending before a single judge, the  
21 Honorable Jack Komar,” and “[t]hose other lawsuits involve many other parties who also claim  
22 the right to pump groundwater in the Antelope Valley.” (RJN, Exh. 1.) The 2015 notice likewise  
23 explained that “[t]he case has been combined with other cases to determine all the groundwater  
24 rights in the Basin,” and “[t]he Court has not yet decided the case.” (RJN, Exh. 3.) All of these  
25 notices more than sufficiently advised J&P of the Adjudication, clearly set forth the need to opt-  
26 out of the Small Pumper Class if they believed they were incorrectly included, and notified them  
27 of the opportunity to seek to join in the Adjudication as an Exhibit 4 Party if they so desired. J&P  
28 elected not to, and are now bound by the terms of the Judgment as a Small Pumper Class

1 Member. J&J, as neighbors, family members, and business partners of J&P, were likewise put on  
2 constructive notice at the very least by way of the notice provided to J&P, and were obligated to  
3 affirmatively assert any claim as overlying Producers by participating in the Adjudication. They  
4 chose not to, and should not now be excused for their failure to timely act and participate.

5 The plain terms of the Judgment preclude the Zamrzlas from claiming that they are not  
6 bound by it. “All real property owned by the parties within the Basin is subject to [the]  
7 Judgment.” (Judgment at p. 3, line 25.) “The Court required that all Persons claiming any right,  
8 title or interest to Groundwater within the Basin be notified of the Action,” and “[n]otice has been  
9 given pursuant to the Court’s order.” (Judgment at Exh. A, ¶ 3.2.) The Physical Solution “is a fair  
10 and reasonable allocation of Groundwater rights in the Basin after giving due consideration to  
11 water rights priorities and the mandate of Article X, section 2 of the California Constitution,” and  
12 “is a remedy that gives due consideration to applicable common law rights and priorities to use  
13 Basin water . . . without substantially impairing such rights.” (Judgment at Exh. A, ¶ 3.4; *see also*  
14 Judgment at Exh. A, ¶ 7.1.) The Judgment itself is defined as a “judgment . . . determining *all*  
15 *rights to Groundwater in the Basin*, establishing a Physical Solution, and *resolving all claims in*  
16 *the Action*.” (Judgment at Exh. A, ¶ 3.5.13 (emphasis added).) Within this framework, the  
17 Zamrzlas were given more than an adequate opportunity to participate in the Adjudication and  
18 claim Overlying Production Rights. The Zamrzlas cannot now challenge the finality of the  
19 litigation by claiming—years after the Judgment became final—that they are not restrained by the  
20 Judgment based on due process concerns.

21 The Zamrzlas argue that “it would be both illegal and unfair to find that they are bound by  
22 the Judgment” (Oppo. at p. 12, lines 10-22), and that their “due process rights were denied as a  
23 result of the failure to notify them of the class action proceedings and their supposed membership  
24 in the Small Pumper Class.” (Oppo. at p. 13, lines 5-6.)

25 As set forth above, all interested parties—including the Zamrzlas—were provided with  
26 notice and opportunity to assert alleged overlying rights to groundwater in the Basin. “Courts are  
27 vested with not only the power but also the affirmative duty to suggest a physical solution where  
28 necessary, and [they have] the power to enforce such solution regardless of whether the parties

1 agree.” (*California Am. Water v. City of Seaside* (2010) 183 Cal. App. 4th 471, 480 (quotations  
2 and citations omitted).) “The solution must not, of course, unreasonably or adversely affect the  
3 existing legal rights and respective priorities of the parties,” but “a trial court nonetheless has  
4 discretion to implement its physical solution within the bounds of its authority.” (*Ibid.*) Enforcing  
5 the Judgment against the Zamrzlas as members of the Small Pumper Class is fully within the  
6 Court’s jurisdiction. To hold otherwise would dangerously undermine the legitimacy and efficacy  
7 of the Judgment as a comprehensive Physical Solution for “satisfaction of all water rights in the  
8 Basin.” (Judgment at Exh. A, ¶ 7.1.)

9 **C. Allowing the Zamrzlas to Avoid the Judgment Would Set Dangerous Precedent**

10 As set forth above, all Small Pumper Class Members were properly served with notice of  
11 the Small Pumper Class Action. Likewise, numerous Parties failed to respond timely, or at all, to  
12 the Public Water Suppliers’ cross-complaint, as amended, and their defaults were entered by the  
13 Court. (Judgment at Exh. A, ¶ 1.6.) Allowing Parties like the Zamrzlas to produce groundwater  
14 with impunity based solely on unsubstantiated and improbable allegations that they never  
15 received notice of the Adjudication would set a dangerous precedent. It would strongly  
16 incentivize other Small Pumper Class Members (and even non-parties) simply to allege a lack of  
17 notice without any supporting evidence, and thereby claim immunity from paying Replacement  
18 Water Assessments and the other requirements imposed by the Judgment.

19 All of the Parties to the Judgment participated in good faith in each phase of trial in order  
20 to prove-up their Groundwater rights and calculate the Safe Yield. Allowing the Zamrzlas to alter  
21 the Judgment would adversely and impermissibly affect the other Parties bound by the Judgment  
22 and would send the wrong message to other Small Pumper Class Members (and non-parties) who  
23 have also failed to pay RWAs and comply with other requirements of the Judgment.

24 **D. The Zamrzlas Attempt an Impermissible Collateral Attack on the Judgment**

25 In their Opposition, the Zamrzlas attempt a collateral attack to overturn the finality and the  
26 certainty of the Judgment, which implicates the rights of virtually every groundwater user within  
27 the adjudicated area. Attacks on a judgment in the trial court are generally classified as either  
28 “direct” or “collateral.” (8 Witkin, Cal. Proc. (6th ed. 2021) Attack on Judgment, § 1.) A direct

1 attack on a judgment must be made by one of the recognized statutory methods, such as a motion  
2 for new trial or to vacate the judgment. (*Id.* § 2.) A motion to directly attack the judgment must be  
3 made within strict statutory time limits, *e.g.*, within 15 days after notice of entry of judgment or, if  
4 no notice is served, within 180 days after judgment. (*See* Code Civ. Proc. § 663a.) All other  
5 attacks in the trial court after the statutory time period has run are collateral attacks. (8 Witkin,  
6 Cal. Proc. (6th ed. 2021) Attack on Judgment, § 6 and 8.)

7 Here, the Judgment was entered on December 23, 2015, and Notice of Entry of Judgment  
8 was served by posting on December 28, 2015. Thus, the time within which to make a direct attack  
9 has long since passed. The Zamrzlas' attack is collateral and, as discussed below, the extrinsic  
10 evidence submitted in the Opposition and supporting declarations is not admissible.

11 The Zamrzlas attempt to attack the Judgment based upon extrinsic evidence in order to  
12 establish that they did not receive adequate notice and/or do not satisfy the definition of the Small  
13 Pumper Class. (Johnny Lee and Jeanette Zamrzla Decl. p. 3, lines 18-25; Johnny Zamrzla Decl. p.  
14 2 line 24 – p. 3 line 3; Pamella Zamrzla Decl. p. 2 line 24 – p. 3 line 1.) This attack fails because a  
15 judgment of a court of general jurisdiction is presumed to be valid, *i.e.*, the court is presumed to  
16 have jurisdiction of the subject matter and the person, and to have acted within its jurisdiction. (8  
17 Witkin, Cal. Proc. (6th ed. 2021) Attack on Judgment, § 5.) Since the Zamrzlas' attack is  
18 collateral, the presumption of jurisdiction is conclusive and extrinsic evidence is not admissible to  
19 rebut the presumption that this Court has jurisdiction over them as Small Pumper Class Members.

20 “Where a collateral attack is made on a California judgment, the presumption of  
21 jurisdiction is conclusive if the jurisdictional defect does not appear on the face of the record.  
22 Hence, the validity of the judgment cannot be challenged by collateral attack unless a  
23 jurisdictional defect appears on the judgment roll.” (*Id.* § 11 (citations omitted))

24 As set forth above, the jurisdictional facts as to the Small Pumper Class are set forth in  
25 Exhibit “C” to the Judgment. Nothing in the Judgment Roll (C.C.P. § 670) evidences a lack of  
26 jurisdiction. Given the absence of a timely authorized “direct attack” the findings of jurisdiction  
27 are now conclusive, and the proffered extrinsic evidence attached as exhibits to the Zamrzlas'  
28 Opposition is inadmissible and cannot be considered.

1 **IV. Injunctive and Declaratory Relief is Warranted**

2 To date it is unclear exactly how much groundwater the Zamrzlas have historically  
3 pumped from their respective wells, or how much groundwater they are currently pumping from  
4 their wells, because as admitted in their Opposition the Zamrzlas still have not installed meters on  
5 any of their wells despite almost three years of repeated requests from the Watermaster that they  
6 do so. Because both metering and Production reporting are essential to collection of RWAs, the  
7 Judgment authorizes the Watermaster to seek Court intervention to compel compliance and an  
8 injunction to prevent further Production until meter installation and Production reporting  
9 obligations are fully satisfied. (See Judgment at Exh. A, ¶ 18.4.12; R&Rs § 19.b.i.) Injunctive and  
10 declaratory relief is clearly necessary and warranted in this case to prevent any further Production  
11 by the Zamrzlas until they comply with their obligations as Parties under the Judgment.

12 **V. The Judgment Provides the Basis for Recovery of Attorneys' Fees and Interest**

13 In their Opposition, the Zamrzlas argue that the Watermaster is not authorized to collect  
14 interest on the delinquent RWAs or attorneys' fees incurred in collection thereof. As discussed  
15 above, the Zamrzlas are Parties to the Judgment, and are bound by its terms. Paragraph 18.4.12 of  
16 Exhibit A of the Judgment and Section 19.g of the Watermaster's Court-approved Rules and  
17 Regulations explicitly authorize: (1) collection of interest on delinquent RWAs at the applicable  
18 real property rate for the county of the property in question, and (2) recovery of attorneys' fees  
19 incurred in collection thereof.

20 **VI. Conclusion**

21 For the above-stated reasons, the Watermaster respectfully requests that the Court award  
22 the relief requested in its Motion, and that the Court further make a determination that the  
23 Zamrzlas are Parties to the Judgment and bound by its terms.

24 Respectfully submitted,

25 Dated: December 3, 2021

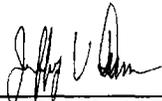
PRICE, POSTEL & PARMA LLP

26  
27 By:   
28 CRAIG A. PARTON  
Attorneys for  
Antelope Valley Watermaster



1 and correct copies of the proofs of publication for each of these newspapers are attached hereto as  
2 Exhibit "C."

3 I declare under penalty of perjury under the laws of the State of California that the  
4 foregoing is true and correct, and that this declaration is executed on December 2, 2021, at Irvine,  
5 California.

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9 JEFFREY V. DUNN  
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# **Exhibit A**

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ANTELOPE VALLEY GROUNDWATER  
CASES

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

Plaintiff,

v.

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

Defendants.

Judicial Council Coordination Proceeding  
No. 4408  
(Hon. Jack Komar)

Case No.: BC391869

~~[proposed]~~ ORDER APPROVING  
REVISED CLASS NOTICE FOR  
SMALL PUMPER CLASS ACTION

Having received no objections to the revised class notice filed by counsel for the  
Small Pumper Class, the Court hereby approves the form of notice electronically filed on  
February 18, 2009.

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Furthermore, except as indicated in that notice, the publication of notice shall otherwise be the same as that for the Willis class, including newspaper publication and website content to be determined by counsel for the class with approval from the public water suppliers.

IT IS SO ORDERED.

Dated:           **MAR 13 2009**          

  
\_\_\_\_\_  
Honorable Jack Komar

## **Exhibit B**

**\*\*\*IF YOU RECEIVED A PRIOR CLASS ACTION NOTICE RELATING TO GROUNDWATER RIGHTS IN THE ANTELOPE VALLEY, THAT NOTICE RELATED TO A DIFFERENT LAWSUIT, DEALING WITH A DIFFERENT CLASS OF LANDOWNERS WITH DIFFERENT RIGHTS. \*\*\***

**\*\*\* IMPORTANT: IF YOU PUMP GROUNDWATER OR YOU OR YOUR PREDECESSORS HAVE EVER PUMPED GROUNDWATER ON YOUR PROPERTY, CAREFULLY READ THIS NOTICE – THIS LAWSUIT MAY AFFECT YOUR RIGHTS TO PUMP GROUNDWATER IN THE FUTURE. \*\*\***

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

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

Defendants.

JUDICIAL COUNCIL COORDINATION  
PROCEEDING No. 4408

**NOTICE OF CLASS  
ACTION FOR THE “SMALL  
PUMPER” CLASS ACTION**

**TO CERTAIN ANTELOPE VALLEY LANDOWNERS: CAREFULLY READ AND RESPOND TO THIS NOTICE, AS IT MAY AFFECT YOUR RIGHT TO PUMP GROUNDWATER ON YOUR PROPERTY IN THE FUTURE.**

This notice is to advise you about a pending class action lawsuit, referred to as the “Small Pumper” class action. You may be a member of the Class. **PLEASE TAKE THE TIME TO READ THIS IMPORTANT LEGAL NOTICE. YOU ARE REQUIRED TO RETURN THE ATTACHED RESPONSE FORM, EITHER BY MAIL OR BY THE INTERNET, ON OR BEFORE SEPTEMBER 9, 2009.**

This Class Action lawsuit involves water rights in the Antelope Valley Groundwater Basin. Plaintiff Richard Wood brought this case to protect his right and those of other landowners in the Basin to pump water on their properties in the future. The case has been combined with other cases to determine all the groundwater rights in the Basin. The Court has not yet decided the case. This Notice is intended to inform you of the pendency of this case and advise you how you can protect your rights. You have been sent this Notice because as a property owner in the Antelope Valley your rights to pump and use groundwater on your property may be affected by this case.

### **ARE YOU A MEMBER OF THE CLASS?**

You have been designated as a possible class member because records show that you may own improved property in the Antelope Valley. The class includes all private (i.e., non-governmental) landowners within the Antelope Valley Groundwater Basin that have pumped groundwater on their property at any time since 1946, with certain exceptions set out below.

You are **NOT in the Class** if you fall within one of the categories set forth below. **BUT YOUR RIGHTS MAY BE AFFECTED UNLESS YOU RETURN THE ATTACHED RESPONSE FORM AND MAKE CLEAR THAT YOU ARE NOT IN THE CLASS. HENCE, IT IS IMPORTANT THAT YOU RETURN THE RESPONSE FORM AS PROMPTLY AS POSSIBLE, EVEN IF YOU ARE NOT A CLASS MEMBER.**

**YOU ARE NOT IN THE CLASS WITH RESPECT TO ANY GIVEN PARCEL OF PROPERTY IF THAT PARCEL FALLS WITHIN ANY OF THE FOLLOWING CATEGORIES:**

1. You have pumped 25 acre-feet or more of groundwater for use on a that parcel in any calendar year since 1946; *or*
2. You are a shareholder in a mutual water company in the Antelope Valley; *or*
3. You are already a party to this litigation (but, in that event, you may elect to join the Class).

### **WHAT IS THE CASE ABOUT?**

Under California law, property owners have a right to pump and use groundwater (water underneath the surface) on their land. In this case, however, the naturally available supply of water in the Basin may not be adequate to satisfy everyone who wants to use that water. Plaintiff Richard Wood brought this action to protect his right and that of other Antelope Valley landowners to pump and use the water under their properties and to obtain compensation for any wrongful taking of their property rights. Mr. Wood claims that he and other landowners have water rights which are superior to the rights of certain public water suppliers to use that water. The public water suppliers claim that their historical pumping has given them superior water rights. If the public water suppliers win, your rights to use the groundwater under your property may be cut back. The Court has not yet ruled on these claims.

### **WHAT DO YOU NEED TO DO?**

**YOU ARE REQUIRED TO SUBMIT the attached RESPONSE FORM, either by mail or on the internet, by September 9, 2009. The instructions for completing this form are below. All persons who receive this Notice should respond, so that the parties and Court will know whether you are a class member or not.**

If you are a Class Member, you have the right to remain in the Class or exclude yourself from the Class. Class Members are defined to include all private (i.e., non-governmental) landowners within the Antelope Valley Groundwater Basin that have pumped groundwater on a given parcel of property at any time since 1946, and who does not fall within any of the exclusions set forth above. Class Members should complete and return the attached response form.

*If you remain in the Class:*

- You will be bound by the decision in the case, whether favorable or unfavorable.
- Plaintiff Wood and his attorneys will act as your representatives in this case, and you will not personally be obligated to pay any fees or costs out of your pocket.
- You may, but need not, hire your own lawyer at your own expense to represent you.

*If you exclude your parcel(s) from the Class:*

- Your parcel(s) will not be bound by any decision that affects the Class.
- But you (or your parcel) may be added to the lawsuit as an individual defendant, and you may have to represent yourself or hire a lawyer to represent you.

**Please complete the response form on the website for the Small Pumper Class at <http://www.avgroundwater.com/smallpumper/ResponseForm.cfm> by September 9, 2009. Alternatively, you may complete and return the attached response form by mail no later than September 9, 2009 to the following address:**

Antelope Valley Groundwater Litigation  
P.O. BOX 12013  
Riverside, CA 92502-9839

**WHERE CAN YOU GET ADDITIONAL INFORMATION?**

**The complaint, certain other documents from the litigation, and some other general information are available at: <http://www.avgroundwater.com/smallpumper/wood.cfm>. You may complete and submit the response form on that website. In addition, that website has a list of answers to certain other questions you may have. That website has an e-mail address for you to obtain information if you have further questions. That website will be updated from time to time to advise you of the status of this litigation. Also, all of the documents filed in the case are available on the court's website at: <http://www.scefiling.org/cases/casehome.jsp?caseId=19>**

**PLEASE DO NOT CALL OR WRITE THE COURT OR CLERK'S OFFICE. IF YOU HAVE ANY QUESTIONS, PLEASE CONSULT YOUR OWN COUNSEL, VISIT THE WEB SITES LISTED ABOVE, OR WRITE TO CLASS COUNSEL AT THE ADDRESS ABOVE.**

Dated: June 26, 2009

BY ORDER OF THE SUPERIOR COURT  
OF CALIFORNIA FOR THE COUNTY OF  
LOS ANGELES

# **Exhibit C**

# PROOF OF PUBLICATION

The BAKERSFIELD CALIFORNIAN  
P.O. BOX 440  
BAKERSFIELD, CA 93302

BEST, BEST & KRIEGER, LLP  
5 PARK PLAZA SUITE 1500  
IRVINE, CA 92614

Ad Number: 11393604 PO #:   
Edition: TBC Run Times 4  
Class Code Legal Display Only  
Start Date 8/2/2009 Stop Date 8/12/2009  
Billing Lines 0 Inches 756.00  
Total Cost \$ 4,510.80 Account 57195635  
Billing BEST, BEST & KRIEGER, LLP  
Address 5 PARK PLAZA SUITE 1500  
IRVINE, CA 92614

STATE OF CALIFORNIA  
COUNTY OF KERN

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE COUNTY AFORESAID: I AM OVER THE AGE OF EIGHTEEN YEARS, AND NOT A PARTY TO OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE ASSISTANT PRINCIPAL CLERK OF THE PRINTER OF THE BAKERSFIELD CALIFORNIAN, A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED DAILY IN THE CITY OF BAKERSFIELD COUNTY OF KERN,

AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF KERN, STATE OF CALIFORNIA, UNDER DATE OF FEBRUARY 5, 1952, CASE NUMBER 57610; THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT: 8/2/09  
8/5/09  
8/9/09  
8/12/09

ALL IN YEAR 2009

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

*Sivota Blackburn*

DATED AT BAKERSFIELD CALIFORNIA

August 12, 2009

Solicitor I.D.: 0

First Text  
SUPERIOR COURT FOR THE STATE OF CALIFORNIA

Ad Number 11393604

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

<p>RICHARD A. WOOD, an individual, on behalf of himself and all others similarly situated,</p> <p>Plaintiff,</p> <p>LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40; et al.</p> <p>Defendants.</p>	<p>JUDICIAL COUNCIL COORDINATION PROCEEDING No. 4408</p> <p>NOTICE OF CLASS ACTION FOR THE "SMALL PUMPER" CLASS ACTION</p>
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**SUMMARY NOTICE OF PENDING OF CLASS ACTION**

**TO: ALL PERSONS WHO OWN LAND IN THE ANTELOPE VALLEY BASIN AND HAVE PUMPED GROUNDWATER ON THEIR PROPERTIES AT ANY TIME SINCE 1946 ("THE SMALL PUMPER CLASS")**

This Summary Notice is to advise you about a pending class action lawsuit that may affect your property rights. Plaintiff Richard Wood is a landowner in the Antelope Valley who alleges on behalf of himself and others similarly situated that such landowners have a right to pump and use the groundwater under their properties and to seek compensation for any wrongful taking of their water rights by the Public Water Suppliers. The Public Water Suppliers claim that their historical pumping has given them a superior right to pump groundwater. If the public water suppliers win, your rights to use the groundwater under your property may be modified.

On September 2, 2008, the Court certified this case to proceed as a class action on behalf of all private (non-governmental) persons who own property in the Basin on which groundwater has been pumped at any time after 1946. If you are a Glass Member, you have the right to remain a member of the Glass or to exclude yourself from the Glass. These rights, as well as the background of the litigation, are more fully detailed in a NOTICE OF PENDING OF CLASS ACTION that was recently mailed to the last known addresses of all persons who are believed to be Glass Members. IF YOU HAVE NOT RECEIVED THAT NOTICE, YOU MAY FIND THAT NOTICE AND OTHER RELEVANT DOCUMENTS AT [www.avgroundwater.com](http://www.avgroundwater.com). You may also request a copy of that notice by sending an e-mail to: [pumperinfo@avgroundwater.com](mailto:pumperinfo@avgroundwater.com) or by mail to P.O. Box 12018, Riverside, CA 92502-9839. Please note that the deadline to respond is October 11, 2009. IF YOU PUMP GROUNDWATER IN THE ANTELOPE VALLEY, IT IS IMPORTANT THAT YOU RESPOND IN ORDER TO PROTECT YOUR RIGHTS. PLEASE DO NOT CONTACT THE COURT.

**THE COURT HAS MADE NO DECISION AS TO THE MERITS OF THIS CASE. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION ON THE MERITS OF THE CLAIMS ASSERTED IN THIS LAWSUIT.**

AUG 2 0 2009

Best Best & Krieger LLP  
5 Park Plaza, Suite 1500

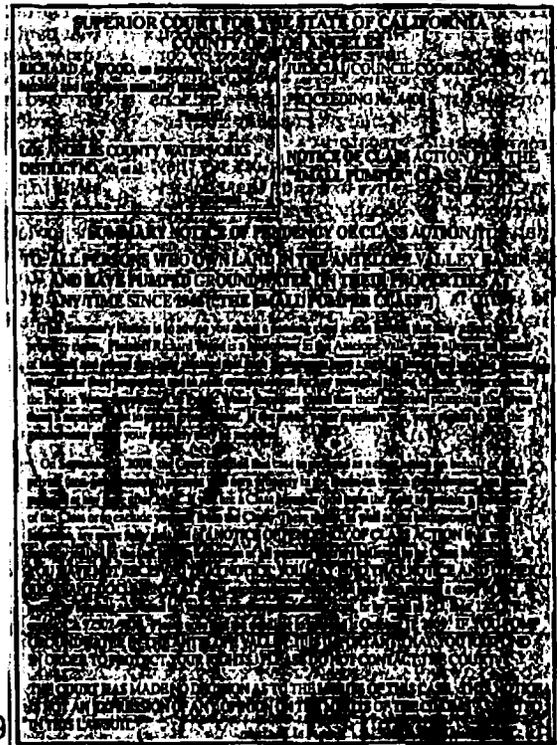
Irvine, CA 92614

Angelina de Cordova

# Affidavit of Publication

-of-

## Classified Advertising



\_\_\_\_\_ of said  
County and State being duly sworn, says:

That he is and at all times herein mentioned was a citizen of the United States, over 21 years of age, and not a party to nor interested in the above entitled matter; that he is a principal clerk of the printers and publishers of the **LOS ANGELES TIMES** a newspaper printed and published daily in the said Los Angeles County; that the

in the above entitled matter of which the annexed is a printed copy, was published in said newspaper

**LOS ANGELES TIMES**  
202 West First St. Los Angeles, CA. 90012

on the following days, to-wit:

Sun; August 2, 2009 & Wed; August 5, 2009

Sun; August 9, 2009 & Wed; August 12, 2009

State of California

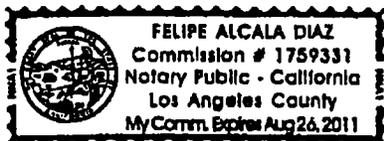
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

20th day of August, 2009 by

(1) Angelina de Cordova  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.)



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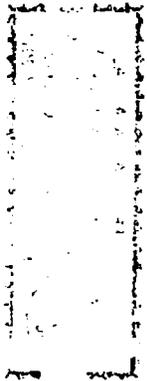
**Los Angeles Times  
Communications LLC**

Publishers of  
Los Angeles Times

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**Affidavit of Publication of**



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## AFFIDAVIT OF INSERTION

Angela Edwards  
Antelope Valley Press  
P.O. Box 4050  
Palmdale, CA 93590-4050  
(661) 940-5368

Advertiser: Best Best Krieger LLP

Day/Date of distribution: Sun Aug 2<sup>nd</sup>, Wed Aug 5<sup>th</sup>;

Sun Aug 9<sup>th</sup>; Wed Aug. 12<sup>th</sup>

Number of inserts distributed: ROP Advertising

Publication Name: Antelope Valley Press Newspaper

### Affidavit Completed:

Date: September 11, 2009

By: Angela Edwards

Title: Advertising Representative

**Valley Press**

ESTABLISHED 1915

Angela Edwards

Retail Advertising Account Executive

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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 December 3, 2021, I served the foregoing document described **WATERMASTER'S REPLY TO ZAMRZLAS' OPPOSITION TO MOTION FOR MONETARY, DECLARATORY AND INJUNCTIVE RELIEF; DECLARATION OF JEFFREY V. DUNN IN SUPPORT THEREOF** 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.scefilings.org](http://www.scefilings.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 December 3, 2021, at Santa Barbara, California.



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