

1 Robert H. Brumfield, Esq. (SBN 114467)  
2 bob@brumfieldlawgroup.com  
3 LAW OFFICES OF ROBERT H. BRUMFIELD  
4 A Professional Corporation  
5 1810 Westwind Drive, Suite 100  
6 Bakersfield, CA 93301  
7 Telephone: (661) 316-3010  
8 Facsimile: (661) 885-6090

9 Attorneys for Primo Tapia, as Successor Trustee of the  
10 Charles and Nellie Tapia Family Trust established u/t/a dated  
11 January 12, 1990 and Thomas Tapia, as Successor Co-  
12 Trustee of the Felix and Eulalia Tapia Family Trust  
13 established u/t/a dated February 18, 1997

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

Coordinated Proceeding,  
Special Title (Rule 1550(b))

ANTELOPE VALLEY  
GROUNDWATER CASES.

Judicial Council Coordination  
Proceeding No. 4408

LASC Case No. BC 32501

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

**DECLARATION OF ROBERT H.  
BRUMFIELD, III RE OPPOSITION TO  
THE WATERMASTER'S MOTION FOR  
MONETARY, DECLARATORY AND  
INJUNCTIVE RELIEF AGAINST TAPIA  
PARTIES; REQUEST FOR JUDICIAL  
NOTICE**

Date: December 10, 2021

Time: 9:00 a.m.

Dept.: By Court call

1 I, ROBERT H. BRUMFIELD, III, declare as follows:

2 1. I am an attorney at law duly licensed to practice law before all courts in the State  
3 of California.

4 2. I have read and reviewed the Watermaster's First Amended Motion for Monetary,  
5 Declaratory and Injunctive Relief Against Tapia Parties ("Motion") and am personally familiar  
6 with its contents.

7 3. I have personal knowledge of the matters set forth herein and could competently  
8 testify thereto if called as a witness.

9 4. This declaration is submitted for two reasons. First, it is submitted to authenticate  
10 certain exhibits referenced in the Opposition to the Motion. Second, this declaration addresses  
11 the recent discussions with the Watermaster's counsel, Mr. Parton, to resolve this case and my  
12 voiced objections to the Watermaster attempting to achieve via the Motion personal liability for  
13 the charges in question from two trusts, their trustees, and the individual beneficiaries of the trusts,  
14 which is an entirely frivolous effort and, in my view, sanctionable conduct under Code of Civil  
15 Procedure §128.5.

16 5. Exhibit 1 is a true and correct copy of a June 9, 2018 letter from the Watermaster  
17 signed by Craig Parton addressed to "Charlie Tapia, Tapia Brothers" (sic). Mr. Tapia faxed the  
18 letter shortly after receipt to my office where it was received on July 19, 2008. This was the first  
19 contact from the Watermaster with any member of the Tapia family.

20 6. Exhibit 2 is a true and correct copy of a July 24, 2018 email I sent to Mr. Parton  
21 responding to his June 9, 2018 letter to Charlie Tapia expressing the Tapia's interest in intervening  
22 as addressed in Mr. Parton's June 9, 2018 letter.

23 7. Exhibit 3 is a true and correct copy of Mr. Parton's email acknowledging my July  
24 24, 2018 email that same day.

25 8. Exhibit 4 is a true and correct copy of Mr. Parton's August 6, 2018 email  
26 responding to mine of the same day regarding the response regarding intervention.

27  
28

1           9.       Exhibit 5 is a true and correct copy of a September 14, 2018 email from Mr. Parton  
2 requesting information from my clients, including Tapia, as to their property, pumping, use of the  
3 property, and so forth.

4           10.      Exhibit 6 is a true and correct copy of my October 30, 2018 email to Mr. Parton  
5 responding to the Watermaster's request for information, which also attached pleadings and  
6 discovery responded to in the main case. The "Declaration of Charles Tapia in Support of Water  
7 Usage" is Docket # 9461 and the discovery responses by Charles Tapia are Docket # 10235.  
8 Judicial Notice is requested of Docket # 9461 and Docket # 10235 under Evidence Code  
9 §452(d)(1) and (h).

10          11.      Among other things, the documents attached as a part of Exhibit 6 show that Tapia  
11 Bros., Inc., a California corporation was the account holder for all Southern California Edison  
12 charges, that Tapia Bros., Inc. was the account holder with Antelope Valley East Kern Water  
13 Agency, and the fact that the C&N Trust and F&E Trust own the farm property where the water  
14 production occurred.

15          12.      On January 31, 2019, I emailed Mr. Parton and, among other things, advised him  
16 that Charles Tapia had passed away on December 28, 2018 and that Primo Tapia (Charles and  
17 Nellie Tapia's son) would become the acting trustee of Charles and Nellie Tapia's Trust. Mr.  
18 Parton acknowledged my email advising of Mr. Tapia's passing the following day.

19          13.      Exhibit 7 is a true and correct copy of an email from Angel Fitzpatrick from the  
20 Watermaster's office sending me an invoice for the pumping in 2018. The invoice is addressed  
21 to "Charlie Tapia, Tapia Brother Farms."

22          14.      Exhibit 8 is a true and correct copy of a July 27, 2021 letter from Mr. Parton to me  
23 concerning alleged violations. This was the only communication of any substance for well over  
24 a year regarding Tapia.

25          15.      Exhibit 9 is a true and correct copy of my October 7, 2021 email to Mr. Parton  
26 concerning the Motion and expressing a desire to settle the claims presented in the Motion. It  
27 presents a monetary offer.  
28

1           16.     Exhibit 10 is a true and correct copy of an October 12, 2021 email from Mr. Parton  
2 indicating that he would recommend to the Watermaster Board a settlement of \$168,022.68  
3 (which proposal included all sums owed) for a full and complete settlement of all claims.

4           17.     Exhibit 11 is a true and correct copy of an October 25, 2021 email from me to Mr.  
5 Parton indicating that my clients were going to buy water from a third party to pay for the RWA  
6 aspect of the settlement.

7           18.     Exhibit 12 is a true and correct copy of an October 26, 2021 email from Mr. Parton  
8 to me indicating the terms of the procedure proposed on Exhibit 10 and asking for all trust  
9 beneficiary names for purposes of the settlement stipulation.

10          19.     Exhibit 13 is a true and correct copy of an October 26, 2021 email from me to Mr.  
11 Parton indicating close to complete agreement with the proposed settlement stipulation.

12          20.     Exhibit 14 is a true and correct copy of an October 26, 2021 email from Mr. Parton  
13 to me providing responses to Exhibit 13, none of which changed the monetary terms of settlement  
14 as noted in Exhibits 10 and 11.

15          21.     Exhibit 15 is a true and correct copy of an October 27, 2021 email from me to Mr.  
16 Parton providing the names of the trustees and beneficiaries as requested by Mr. Parton in  
17 connection with preparing the settlement stipulation. The email also indicated I was not 100%  
18 sure of ownership of the farm property as of that time.

19          22.     Exhibit 16 is a true and correct copy of an October 29, 2021 email from me to Mr.  
20 Parton questioning the \$63,000+ increase in the settlement amount because the settlement amount  
21 had been extensively discussed and seemingly agreed to at the amount of \$168,022.68.

22          23.     Exhibit 17 is a true and correct copy of an October 29, 2021 email from Mr. Parton  
23 to me attempting to clarify the settlement offer despite Mr. Parton's prior representations of a  
24 settlement at \$168,022.68. To say it was shocking to increase the settlement proposal by about  
25 \$80,000 was and remains an understatement to this day.

26          24.     Exhibit 18 is a true and correct copy of a November 4, 2021 email from me to Mr.  
27 Parton noting that the pending motion does not name all landowners nor the party in charge of the  
28

1 farming and water pumping, Tapia Bros. The email also requested a continuance to allow for  
2 further settlement discussions. No response was received.

3 25. Exhibit 19 is a true and correct copy of a November 18, 2021 email from me to  
4 Mr. Parton objecting to the addition of the individual beneficiaries of the trusts in the Amended  
5 Motion and noting that there was no legal or factual basis to add them, making the tactic frivolous.  
6 My email further expressed a strong desire to get this matter settled. No response except for  
7 objecting to the continuance request was received.

8 26. Exhibit 20 is a true and correct copy of a November 22, 2021 email from me to  
9 Mr. Parton confirming the property ownership issue after further research<sup>1</sup> and again objecting to  
10 the inclusion of individuals and the claim for personal liability, which involves the individuals  
11 and the trustees. No response has been received and based upon my prior experience with Mr.  
12 Parton's and the Watermaster's heavy handed approach, none is expected.

13 I declare under the penalty of perjury under the laws of the State of California that this  
14 declaration is true and correct and was executed on November 29, 2021, at Bakersfield, California.

15 s/ Robert H. Brumfield, III  
16 Robert H. Brumfield, III  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

27 \_\_\_\_\_  
28 <sup>1</sup> Which additional research shows the farm property is owned in equal 50% shares by (as they are called  
in the Motion and the Opposition) the C&N Trust and F&E Trust.





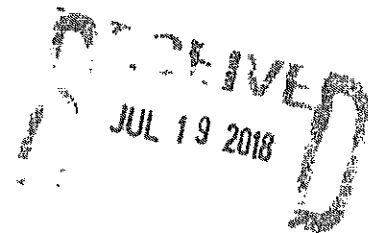
**BOARD OF DIRECTORS**

Robert Parris - Chair  
AVER Representative  
Dennis Atkinson - Vice Chair  
Landowner Representative  
Adam Ariki  
LACWW Representative  
John Calandri  
Landowner Representative  
Leo Thibault  
Public Water Suppliers Representative

June 09, 2018

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Charlie Tapia  
Tapia Brothers  
8425 West Avenue A  
Rosamond, Ca 93560



Re: **PUMPING OF GROUNDWATER FROM THE ANTELOPE VALLEY  
ADJUDICATED BASIN**

Dear Mr. Tapia,

This office serves as staff to the Antelope Valley Watermaster. The Watermaster was created by the Los Angeles Superior Court and charged with assisting the Court in administering the terms of a Judgment and Physical Solution dated December 23, 2015 (hereinafter the "Judgment") relating to the Antelope Valley Adjudicated Basin. A copy of the Judgment can be found at [www.avwatermaster.net](http://www.avwatermaster.net) under the "Resources" tab. The Judgment spells out in detail all the rights to groundwater production in the Antelope Valley Adjudicated Basin. Any groundwater pumping outside of an identified right to do so pursuant to the terms specified in the Judgment is strictly prohibited.

It is our understanding that you may be pumping groundwater from the Antelope Valley Adjudicated Basin. If you do not have a right to do so under the terms of the Judgment the Watermaster is required by the Court to stop all unauthorized pumping. This is our notice that you immediately comply with Section 20.9 of the Judgment. That Section of the Judgment provides a process for non-parties to intervene in the Judgment to become a party and to then seek the right to produce groundwater from the Adjudicated Basin.

Intervening to become a party to the Judgment actually has a number of potential advantages including having access to replacement water and the right to benefit from groundwater transfers and other privileges under the Judgment. In addition, by intervening in the Judgment you have the potential to obtain a legally recognized right to produce groundwater from the Adjudicated Basin thus directly affecting the value of your real property from which you may be currently extracting groundwater without the legal right to do so. We have been advised that the fact that you have no current legal right to extract groundwater from your property pursuant to the Judgment is a fact which you are likely obligated to disclose to potential purchasers or lenders interested in your property.

If you intervene in the Judgment and obtain a right to produce groundwater from the Adjudicated Basin, you may be able to acquire transfer water or will be required to pay replacement water costs for your groundwater production. If you continue to produce groundwater without intervening in the Judgment, we will ask the Court that you be found to be responsible to pay those replacement water costs for all past production, that you be prevented from further producing groundwater from your property and will also seek to recover all attorney's fees and other direct and indirect costs incurred in being required to engage in this legal process.

In short, if I am required to bring a motion before the court to determine your right to produce groundwater from the Adjudicated Basin, we may seek to halt your production of groundwater entirely and/or may seek imposition of Watermaster assessment costs on you for all past production in violation of the Judgment, as well as all legal and other costs incurred to obtain that order from the Court.

Please contact Watermaster Administrative offices at (661)234-8233, or PO Box 3025, Quartz Hill, CA. 93586 within 10 days, so that we can explain your options and address your groundwater production in the Adjudicated Basin.

If we do not receive a written response from you within 30 days from the date of this letter, the Watermaster will have no other choice but to proceed as discussed above and will seek to halt your groundwater production by bringing a motion before the Los Angeles Superior Court and seek recovery of our fees and associated costs for being forced to do so.

Thank you in advance for your cooperation and we look forward to working with you to obtain compliance with the judgement so that no Court action will be necessary.

Very truly yours,

  
Craig Parton, Watermaster General Counsel  
Price, Postal & Parma

cc: Watermaster Board of Directors  
Watermaster Engineer





**Subject:** June 9, 2018 Letter to Various Landowners re "Pumping of Groundwater from the Antelope Valley Adjudicated Basis"  
**Date:** Tuesday, July 24, 2018 at 2:41:00 PM Pacific Daylight Time  
**From:** Bob Brumfield  
**To:** Craig A. Parton (cap@ppplaw.com)  
**CC:** 'Betsy Wright', Serena Rivera  
**Attachments:** image001.jpg

Dear Mr. Parton:

Please be advised that my office represents 5 recipients of your June 9, 2018 letter sent to landowners in the Adjudicated Basin, which letter was received on either July 16, 18 or 19, 2018, as the case may be.

The 5 recipients that we represent are as follows:

1. Charles Tapia.
2. Mark Ritter.
3. Olin Derrick.
4. Johnny Zamrzla.
5. Johnny Lee Zamrzla.

As noted in your letter, I reviewed Section 20.9 of the Judgment and generally refreshed my memory of the Judgment and its terms.

Each of my clients would like to pursue intervening in the Judgment by way of stipulation with your client, the Watermaster.

Would your client be willing to so agree? And, if so, is there a draft stipulation you could send me to review?

Thank you, and we look forward to hearing from you. If you would prefer a call, just let me know.

Very Truly Yours,



Brumfield & Hagan LLP

Robert H. Brumfield, III  
2031 F Street  
Bakersfield, CA 93301  
-and-  
325 Old Mammoth Road, B4  
P.O. Box 146  
Mammoth Lakes, CA 93546



**Subject:** RE: June 9, 2018 Letter to Various Landowners re "Pumping of Groundwater from the Antelope Valley Adjudicated Basis"  
**Date:** Tuesday, July 24, 2018 at 2:48:43 PM Pacific Daylight Time  
**From:** Craig A. Parton  
**To:** Bob Brumfield  
**CC:** Betsy Wright, Serena Rivera  
**Attachments:** image002.jpg, image003.jpg

Mr. Brumfield: Thanks for so informing us of your clients' interest in intervening.....Let me discuss it with the Watermaster Engineer and be in touch.....Craig Parton



PRICE, POSTEL & PARMA LLP

Craig A. Parton  
Price Postel & Parma LLP  
200 E Carrillo Street, Suite 400  
Santa Barbara, CA 93101  
T: 805.962.0011 (Main);  
T: 805.882-9822 (Direct)  
F: 805.965.3978  
E: [cap@ppplaw.com](mailto:cap@ppplaw.com)  
Website: <http://ppplaw.com>

This message, including any attachments, is for the sole use of the intended recipient. It may contain material that is confidential or privileged. Any review or distribution by anyone other than the intended recipient, without the express permission of that person, is unauthorized and strictly prohibited. If you have received this message but you are not either the intended recipient or authorized to receive it for that person, please advise the sender and delete this message and any attachments without copying or forwarding.

**From:** Bob Brumfield [mailto:[bob@brumfield-haganlaw.com](mailto:bob@brumfield-haganlaw.com)]  
**Sent:** Tuesday, July 24, 2018 2:41 PM  
**To:** Craig A. Parton  
**Cc:** Betsy Wright; Serena Rivera  
**Subject:** June 9, 2018 Letter to Various Landowners re "Pumping of Groundwater from the Antelope Valley Adjudicated Basis"

Dear Mr. Parton:

Please be advised that my office represents 5 recipients of your June 9, 2018 letter sent to landowners in the Adjudicated Basin, which letter was received on either July 16, 18 or 19, 2018, as the case may be.

The 5 recipients that we represent are as follows:

1. Charles Tapia.
2. Mark Ritter.
3. Olin Derrick.

4. Johnny Zamrzla.
5. Johnny Lee Zamrzla.

As noted in your letter, I reviewed Section 20.9 of the Judgment and generally refreshed my memory of the Judgment and its terms.

Each of my clients would like to pursue intervening in the Judgment by way of stipulation with your client, the Watermaster.

Would your client be willing to so agree? And, if so, is there a draft stipulation you could send me to review?

Thank you, and we look forward to hearing from you. If you would prefer a call, just let me know.

Very Truly Yours,



Brumfield & Hagan LLP

Robert H. Brumfield, III  
2031 F Street  
Bakersfield, CA 93301  
-and-  
325 Old Mammoth Road, B4  
P.O. Box 146  
Mammoth Lakes, CA 93546

Tele (661) 215-4980 | Fax (661) 215-4989  
[www.Brumfield-HaganLaw.com](http://www.Brumfield-HaganLaw.com)

**NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE DELETE THIS MESSAGE FROM YOUR COMPUTER AND IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE AT (661) 215-4980. THANK YOU.**

Please consider the environment before printing this e-mail.



**Subject:** RE: June 9, 2018 Letter to Various Landowners re "Pumping of Groundwater from the Antelope Valley Adjudicated Basis"  
**Date:** Monday, August 6, 2018 at 5:29:36 PM Pacific Daylight Time  
**From:** Craig A. Parton  
**To:** Bob Brumfield  
**CC:** Betsy Wright, Serena Rivera  
**Attachments:** image002.jpg, image003.jpg

Intend to respond fairly shortly.....Have not forgotten about you! Craig Parton



PRICE, POSTEL & PARMA LLP

Craig A. Parton  
Price Postel & Parma LLP  
200 E Carrillo Street, Suite 400  
Santa Barbara, CA 93101  
T: 805.962.0011 (Main);  
T: 805.882-9822 (Direct)  
F: 805.965.3978  
E: [cap@ppplaw.com](mailto:cap@ppplaw.com)  
Website: <http://ppplaw.com>

This message, including any attachments, is for the sole use of the intended recipient. It may contain material that is confidential or privileged. Any review or distribution by anyone other than the intended recipient, without the express permission of that person, is unauthorized and strictly prohibited. If you have received this message but you are not either the intended recipient or authorized to receive it for that person, please advise the sender and delete this message and any attachments without copying or forwarding.

**From:** Bob Brumfield [<mailto:bob@brumfield-haganlaw.com>]  
**Sent:** Monday, August 06, 2018 12:22 PM  
**To:** Craig A. Parton  
**Cc:** Betsy Wright; Serena Rivera  
**Subject:** RE: June 9, 2018 Letter to Various Landowners re "Pumping of Groundwater from the Antelope Valley Adjudicated Basis"

Dear Mr. Parton:

I was just checking in to see where we are on this matter. Thank you.

Very Truly Yours,



Brumfield & Hagan LLP

Robert H. Brumfield, III  
2031 F Street

## **EXHIBIT 5**



**Subject:** FW: Request List of Information from Brumfield clients  
**Date:** Friday, September 14, 2018 at 1:38:20 PM Pacific Daylight Time  
**From:** Craig A. Parton  
**To:** Bob Brumfield  
**CC:** Phyllis Stanin (PStanin@todddgroundwater.com), Kate White (KWhite@todddgroundwater.com),  
Serena Rivera

**Attachments:** image002.jpg, Requested Information.docx

Bob: Attached please find the questions we would appreciate responses to in relation to your clients. The question about the name of the predecessor in title is particularly important as to Johnny Lee Zamrzla as it may determine whether he even needs to intervene in the Judgment or not.....

Feel free to pass along information as it comes to you and do not feel you need to wait until you have complete information for all 5 of your clients before responding.....Craig Parton



PRICE, POSTEL & PARMA LLP

Craig A. Parton  
Price Postel & Parma LLP  
200 E Carrillo Street, Suite 400  
Santa Barbara, CA 93101  
T: 805.962.0011 (Main);  
T: 805.882-9822 (Direct)  
F: 805.965.3978  
E: [cap@ppplaw.com](mailto:cap@ppplaw.com)  
Website: <http://ppplaw.com>

This message, including any attachments, is for the sole use of the intended recipient. It may contain material that is confidential or privileged. Any review or distribution by anyone other than the intended recipient, without the express permission of that person, is unauthorized and strictly prohibited. If you have received this message but you are not either the intended recipient or authorized to receive it for that person, please advise the sender and delete this message and any attachments without copying or forwarding.

## **Requested Information from Mr. Brumfields's Clients**

Date:

Property owner:

Property address:

Contact phone number and email:

Contact relation to property owner:

All APN numbers associated with the Party's Property:

### **For each APN:**

- Year purchased or first leased (and indicate if own or lease)
- Name of Seller of parcel (and indicate if they were Parties to the Judgment, if you know)
- Total acreage of parcel
- Acres of this parcel leased to others
- Dates leased out to others
- Do the lessees have any Production Rights in the Judgment and, if so, are they using these rights on this parcel?
- Number of residences/houses on the parcel
- Number of occupants living in these residences in 2016, 2017, 2018
- Number of wells on the parcel
- Well information for each well such as date drilled, depth, diameter, screened interval, meter information, depth to water, pumping capacity
- Irrigated acreage in 2016, 2017, and 2018
- Crops grown in 2016, 2017, 2018 and associated acreages of each
- Annual production in 2016, 2017, and 2018
- Method used to estimate production
- Water uses of each well (irrigation, livestock, domestic, etc.)
- Dates and annual amounts of use of other water sources such as imported water from AVEK
- Future use of parcel
- Estimated annual water use in the future



**Subject:** Tapia - Response to Request List of Information from Brumfield clients  
**Date:** Tuesday, October 30, 2018 at 5:05:00 PM Pacific Daylight Time  
**From:** Bob Brumfield  
**To:** 'Craig A. Parton'  
**CC:** 'Phyllis Stanin (PStanin@toddgroundwater.com)', 'Kate White (KWhite@toddgroundwater.com)', Serena Rivera  
**Attachments:** 9. Tapia Dec re Water Usage filed 12-2-14.pdf, image001.jpg, resp to req for prod charles.pdf, Response to Information Requested by Watermaster 10.31.18.pdf

Craig,

Here is Tapia's response. I included the response to the request for production from the litigation because it has numerous documents including the information when Tapia drilled his large well.

Let me know if you need anything additional at this time.

Very Truly Yours,



Brumfield & Hagan LLP

Robert H. Brumfield, III  
2031 F Street  
Bakersfield, CA 93301  
-and-  
325 Old Mammoth Road, B4  
P.O. Box 146  
Mammoth Lakes, CA 93546

Tele (661) 215-4980 | Fax (661) 215-4989  
[www.Brumfield-HaganLaw.com](http://www.Brumfield-HaganLaw.com)

**NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE DELETE THIS MESSAGE FROM YOUR COMPUTER AND IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE AT (661) 215-4980. THANK YOU.**

Please consider the environment before printing this e-mail.

### **Tapia – Response to Requested Information from Watermaster**

Date: 10/30/18  
Property owner: Charles Tapia, Trustee of the Nellie Tapia Trust  
Property address: 8301 Avenue A, Rosamond, California  
Contact phone number and email: c/o Robert Brumfield  
Contact relation to property owner: Attorney  
All APN numbers for Tapia Property: 374-020-53-00-6

#### **For each APN:**

- Year purchased or first leased (and indicate if own or lease) – OWN; ACQUIRED IN 1981.
- Name of Seller of parcel (and indicate if they were Parties to the Judgment, if you know) – I AND I FARMS, INC.; UNKNOWN.
- Total acreage of parcel – 137.36.
- Acres of this parcel leased to others – NONE.
- Dates leased out to others – N/A.
- Do the lessees have any Production Rights in the Judgment and, if so, are they using these rights on this parcel? N/A.
- Number of residences/houses on the parcel – 2 TRAILERS.
- Number of occupants living in these residences in 2016, 2017, 2018 – 3.
- Number of wells on the parcel – 2 (SMALL ONE AND LARGER ONE USED FOR AGRULULTURAL PRODUCTION).
- Well information for each well such as date drilled, depth, diameter, screened interval, meter information, depth to water, pumping capacity – DRILLED 2009-2010 AFTER AVEK ADVISED THAT IT WOULD HAVE NO DITCH WATER AVAILABLE IN 2010; 750' DEPTH; WATER DEPTH AROUND 210'; DRILLING INFORMATION ATTACHED TO TAPIA'S RESPONSE TO REQUESAT FOR PRODUCTION IN THE LITIGATION WHICH IS SUBMITTED HEREWITH; SMALL WELL HAS A METER THAT ISN'T READ; LARGE WELL CAN PRODUCE 2400 GALLONS/MINUTE; SMALL WELL WAS DRILLED IN ABOUT 1990 – 4 TO 5 HP MOTOR, 5 GALONS/MINUTE, 10 GALLON TANK, USED FOR WASHING TRUCKS AND RESIDENTIAL.
- Irrigated acreage in 2016, 2017, and 2018 - 110
- Crops grown in 2016, 2017, 2018 and associated acreages of each – ABOUT 70 TO 80 ACRES FOR PUMPKINS AND 35-40 ACRES FOR CORN.
- Annual production in 2016, 2017, and 2018 – 560.95 ACRE FEET; 725.49 ACRE FEET; 334 ACRE FEET.
- Method used to estimate production – kWh/581 kWh PER ACRE FOOT PER LAST SCE TEST WHICH IS SUBMITTED WITH TAPIA'S DECLARATION.
- Water uses of each well (irrigation, livestock, domestic, etc.) – IRRIGATION.
- Dates and annual amounts of use of other water sources such as imported water from AVEK – NONE SINCE 2009.
- Future use of parcel – FARMING.
- Estimated annual water use in the future – 334 ACRE FEET TO 560 ACRE FEET/YEAR.

1 Robert H. Brumfield, III (State Bar No. 114467)  
2 bob@brumfield-haganlaw.com  
3 Heather A. Ijames (State Bar No. 222516)  
4 heather@brumfield-haganlaw.com  
5 BRUMFIELD & HAGAN, LLP  
6 A Limited Liability Partnership  
7 2031 F Street  
8 Bakersfield, CA 93301  
9 Telephone: (661) 215-4980  
10 Facsimile: (661) 215-4989

11 Attorneys for Charles Tapia and the Nellie Tapia Family  
12 Trust

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

15 ANTELOPE VALLEY  
16 GROUNDWATER CASES

17 Included Actions:

18 Los Angeles County Waterworks District  
19 No. 40 v. Diamond Farming Co., Superior  
20 Court of California, County of Los  
21 Angeles, Case No. BC 325201

22 Los Angeles County Waterworks District  
23 No. 40 v. Diamond Farming Co., Superior  
24 Court of California, County of Kern, Case  
25 No. S-1500-CV-254348

26 Wm. Bolthouse Farms, Inc. v. City of  
27 Lancaster, Diamond Farming Co. v. City of  
28 Lancaster, Diamond Farming Co. v.  
Palmdale Water District, Superior Court of  
California, County of Riverside, Case Nos.  
RIC 353 840, RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053

DECLARATION OF CHARLES TAPIA IN  
SUPPORT OF WATER USAGE

1 I, CHARLES TAPIA, declare as follows:

2 1. I am an adult over the age of sixty-five years old and a resident of Newhall,  
3 California, County of Los Angeles.

4 2. I am the owner of agricultural property that grows, at this time, corn and pumpkin  
5 crops, located at 8301 Avenue A, Rosamond, Kern County ("Property"). The mailing address is  
6 8425 W. Avenue A, Rosamond, Kern County. My property is irrigated by water that is in a water  
7 rights dispute, commonly known as the Antelope Valley Groundwater Cases ("Case").

- 1 -

DECLARATION OF CHARLES TAPIA IN SUPPORT OF WATER USAGE

1           3.     I am also the Trustee of the Nellie Tapia Family Trust ("Trust").

2           4.     The Trust is also the owner of the Property, and as the Trustee of the Trust, I  
3 submit this declaration on the Trust's behalf.

4           5.     The Property consists of a total of 137.36 acres, and all of it is used for agricultural  
5 purposes, specifically, over the years, corn and/or pumpkin crop growing. A true and correct copy  
6 of a Property's tax bill to show the recorded acreage is attached hereto as Exhibit "A."

7           6.     To grow my crops, I use water from my well, Serial No. 111206, with a Pump  
8 Reference No. 25314.

9           7.     The amount of water I use for the crops on the Property has been quantified by  
10 using a Southern California Edison well test and usage figures, comprised from the Property's  
11 Southern California Edison bills from 2011 and 2012. This quantification was submitted in a  
12 report from Russ Johnson on or around February 20, 2013, which based its results from a well test  
13 done by Rick Koch on February 12, 2013. A true and correct copy of Southern California's report  
14 is attached hereto as Exhibit "B."

15          8.     The well tester, Rick Koch, AKA Frederick Koch, has already testified in the  
16 Antelope Valley Groundwater Litigation during Phase 4 of trial, on May 28, 2013, in regards to  
17 the validity of his tests.

18          9.     According to Mr. Koch's well test of the Property, based on water pumped at 45  
19 psi (pounds per square inch), the Property pumps 581 kilowatts per acre foot.

20          10.    This 581 kilowatts per acre foot figure, divided into the amount of kilowatts billed  
21 to the property per year (kWh / 581) is how I can annually calculate my water usage in acre feet  
22 produced.

23          11.    The Property's Southern California Edison Billing History, which details the  
24 Property's kilowatt usage month by month is attached hereto as Exhibit "C."

25          12.    Based on the kilowatt usage of Exhibit C, plugged into the formula recited in  
26 Paragraph 10, *infra*, substantiated by Mr. Koch's well test, I have estimated the water usage on  
27 the Property for the years 2011 and 2012 (the years Mr. Koch used for his test) as follows:

28               a.   2011 – 300,609 kWh used / 581 kWh per acre foot = 517.4 acre feet of water.

1 b. 2012 – 320,521 kWh used / 581 kWh per acre foot = 551.6 acre feet of water.

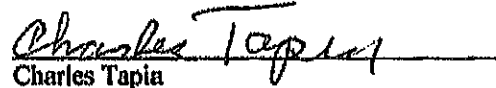
2 13. These results are representative of the current level of crops the Property is  
3 producing, and what I expect it can produce in the future, with an average of 534.5 acre feet of  
4 water a year.

5 14. I believe that my property will continue to use roughly 534.5 acre feet of water a  
6 year, with a max usage of 551.6 acre feet of water a year, based on my crop estimations and  
7 normal yearly precipitations averages. In times of drought, such as in 2013 and 2014, the usage  
8 would be higher.

9 15. Based on these calculations, my Property should be entitled to a minimum annual  
10 supply of 534.5 acre feet a year from the Antelope Valley Groundwater Basin, stemming from my  
11 overlying water rights attributable to the Property's location over the groundwater basin central to  
12 this Case.

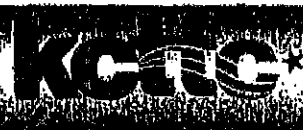
13 16. With a confirmation from this Court of the annual entitlement of 534.5 acre feet a  
14 year, I intend to continue my irrigated farming on the Property.

15 I declare under penalty of perjury under the laws of the State of California that the  
16 foregoing is true and correct and that this declaration was executed on November 24, 2014 at  
17 Newhall, California.

18   
Charles Tapia



# EXHIBIT “A”



**FOR FISCAL YEAR BEGINNING JULY 1, 2012 AND ENDING JUNE 30, 2013**

<b>(2)</b>	<b>PROPERTY ADDRESS - DESCRIPTION</b>
	1000 N. GARDEN ST. APT. 101 LOS ANGELES, CALIF. 90012

8301 AVENUE A ROSAMOND 137.38 AC  
32 0 13

32 9 13

13  
WENHAM RANCH

**RETAIN THIS PORTION FOR YOUR RECORDS**

11/11/1971 11:11 AM

TAPIA CHARLES & NELLIE FAMILY TRUST  
C/O TAPIA-CHARLES SUCC TTEE  
21083 PLACERITA CANYON RD  
NEWHALL CA 91321-1924

119307

FE 414 AND CHARLES

③ OWNER OF RECORD AS OF 01/01/12

**TAPIA CHARLES & NELLIE FAMILY TRUST**

4 EVENT DATE

**6 BILL DATE**

01/01/12

09/08/12

6 BILL NO.	7 ASSESSOR TAX NO.	8 TRA	9 1 <sup>st</sup> INSTALLMENT	10 2 <sup>nd</sup> INSTALLMENT	11 TOTAL DUE
2012-285555-002	374-020-53-0040	110-004	3,578.36	3,578.36	7,156.72

[illegible]

13 YOUR TAX DISTRIBUTION		RATE/PHONE #		TAX AMOUNT	
TAXING AGENCY					
1		2		3	
4		5		6	
7		8		9	
10		11		12	
13		14		15	
16		17		18	
19		20		21	
22		23		24	
25		26		27	
28		29		30	
31		32		33	
34		35		36	
37		38		39	
40		41		42	
43		44		45	
46		47		48	
49		50		51	
52		53		54	
55		56		57	
58		59		60	
61		62		63	
64		65		66	
67		68		69	
70		71		72	
73		74		75	
76		77		78	
79		80		81	
82		83		84	
85		86		87	
88		89		90	
91		92		93	
94		95		96	
97		98		99	
100		101		102	
103		104		105	
106		107		108	
109		110		111	
112		113		114	
115		116		117	
118		119		120	
121		122		123	
124		125		126	
127		128		129	
130		131		132	
133		134		135	
136		137		138	
139		140		141	
142		143		144	
145		146		147	
148		149		150	
151		152		153	
154		155		156	
157		158		159	
160		161		162	
163		164		165	
166		167		168	
169		170		171	
172		173		174	
175		176		177	
178		179		180	
181		182		183	
184		185		186	
187		188		189	
190		191		192	
193		194		195	
196		197		198	
199		200		201	
202		203		204	
205		206		207	
208		209		210	
211		212		213	
214		215		216	
217		218		219	
220		221		222	
223		224		225	
226		227		228	
229		230		231	
232		233		234	
235		236		237	
238		239		240	
241		242		243	
244		245		246	
247		248		249	
250		251		252	
253		254		255	
256		257		258	
259		260		261	
262		263		264	
265		266		267	
268		269		270	
271		272		273	
274		275		276	
277		278		279	
280		281		282	
283		284		285	
286		287		288	
289		290		291	
292		293		294	
295		296		297	
298		299		300	

14 VALUES	MINERAL	LAND	IMPROVEMENTS	OTHER IMPROVEMENTS	PERSONAL PROPERTY	EXEMPTIONS	15 NET TOTAL VALUE
01/01/12	0	338,037	262,153	0	0	0	600,190

WE4

Serial #

111206

# EXHIBIT “B”



Confidential/Proprietary Information

February 20, 2013

CHARLES TAPIA  
21083 PLACERITA CYN  
NEWHALL, CA 91321

**HYDRAULIC TEST RESULTS, Plant: WELL**

Location: 8425 W AVENUE A HP: 200.0  
Cust #: 0-013-3928 Serv. Acct. #: 000-9676-98  
Meter: V349N-14077 Pump Ref. #: 26314

In accordance with your request, an energy efficiency test was performed on your turbine well pump on February 12, 2013. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)664-7312.

Results	Equipment		Test 1	Test 2	Test 3
	Pump:	SIMFLO			
	Motor:	US			
			No: 111206	No: 0173393330002R000	
Discharge Pressure, PSI			5.4	48.8	76.0
Standing Water Level, Feet			211.8	211.8	211.8
Drawdown, Feet			27.6	24.8	22.4
Discharge Head, Feet			12.6	108.1	175.6
Pumping Water Level, Feet			238.4	236.6	234.2
Total Head, Feet			251.9	341.7	409.8
Capacity, GPM			2,127	1,868	1,671
GPM per Foot Drawdown			77.1	74.9	74.6
Acre Feet Pumped in 24 Hours			9.401	8.212	7.388
kW Input to Motor			205.3	196.7	193.6
HP Input to Motor			275.3	266.5	259.6
Motor Load (%)			131.9	127.6	124.4
Measured Speed of Pump, RPM			1,782		
kWh per Acre Foot			624	581	629
Overall Plant Efficiency (%)			49.1	60.2	66.6

The above test results indicate various operating conditions of this pump. Test #1 was performed with the pump free boarding. Test #2 represents the normal operating point.

RUSS JOHNSON  
Manager  
Hydraulic Services

**EXHIBIT “C”**

Tapia Bros, Inc.  
SCE 088500 65500 - 57A 3000-8676-86  
Weld Ref # 23314

133228	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	December, 2007	12/21/07	PA-2	\$1,429.93	6,880	85.2
133229	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	January, 2008	01/22/08	PA-2	\$115.36	160	6.4
133230	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	February, 2008	02/22/08	PA-2	\$101.25	0	5.6
133231	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	March, 2008	03/21/08	PA-2	\$108.51	90	5.6
133232	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	April, 2008	04/22/08	PA-2	\$147.23	80	9.6
133233	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	May, 2008	05/22/08	PA-2	\$184.18	720	7.2
133234	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	June, 2008	06/20/08	PA-2	\$154.17	480	6.4
133235	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	July, 2008	07/22/08	PA-2	\$188.51	880	7.2
133236	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	August, 2008	08/22/08	PA-2	\$188.51	880	5.6
133237	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	September, 2008	09/19/08	PA-2	\$4,880.67	880	7.2
133238	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	October, 2008	10/22/08	PA-2	\$3,886.58	4,880	88.0
133239	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	November, 2008	11/20/08	PA-2	\$3,886.58	31,440	88.8
133240	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	December, 2008	12/22/08	PA-2	\$846.52	1,520	73.6
133241	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	January, 2009	01/22/09	PA-2	\$273.00	1,440	9.5
133242	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	February, 2009	02/22/09	PA-2	\$314.20	1,820	9.5
133243	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	March, 2009	03/22/09	PA-2	\$285.31	1,520	8.8
133244	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	April, 2009	04/24/09	PA-2	\$285.31	1,200	8.8
133245	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	May, 2009	05/27/09	PA-2	\$1,335.57	3,680	91.6
133246	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	June, 2009	06/23/09	PA-2	\$3,268.21	26,560	91.6
133247	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	July, 2009	07/23/09	PA-2	\$2,264.57	56,000	92.0
133248	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	August, 2009	08/24/09	PA-2	\$3,474.60	74,080	205.0
133249	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	September, 2009	09/22/09	PA-2	\$3,303.03	28,520	281.8
133250	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	October, 2009	10/22/09	PA-2	\$5,515.69	41,520	281.8
133251	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	November, 2009	11/22/09	TOU-PA-8	\$2,847.30	33,130	88.8
133252	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	December, 2009	12/22/09	TOU-PA-8	\$1,883.25	18,450	84.5
133253	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	January, 2010	01/23/10	TOU-PA-8	\$322.04	2,350	10.8
133254	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	February, 2010	02/24/10	TOU-PA-8	\$287.58	1,905	18.1
133255	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	March, 2010	03/25/10	TOU-PA-8	\$278.10	1,655	8.2
133256	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	April, 2010	04/23/10	TOU-PA-8	\$2,708.11	12,285	205.0
133257	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	May, 2010	05/20/10	TOU-PA-8	\$2,463.75	11,035	202.6
133258	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	June, 2010	06/22/10	TOU-PA-8	\$5,380.59	22,287	204.5
133259	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	July, 2010	07/23/10	TOU-PA-8	\$7,818.41	46,894	205.0
133260	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	August, 2010	08/23/10	TOU-PA-8	\$8,551.89	73,882	204.5
133261	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	September, 2010	09/22/10	TOU-PA-8	\$8,132.44	50,387	203.8
133262	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	October, 2010	10/22/10	TOU-PA-8	\$3,162.61	6,801	201.6
133263	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	November, 2010	11/22/10	TOU-PA-8	\$287.57	858	7.2
133264	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	December, 2010	12/22/10	TOU-PA-8	\$286.77	1,017	8.0
133265	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	January, 2011	01/26/11	TOU-PA-8	\$274.14	1,588	7.2
133266	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	February, 2011	02/23/11	TOU-PA-8	\$222.11	842	7.2
133267	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	March, 2011	03/24/11	TOU-PA-8	\$332.62	859	7.2
133268	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	April, 2011	04/22/11	TOU-PA-8	\$228.54	777	7.2
133269	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	May, 2011	05/22/11	TOU-PA-8	\$2,977.41	18,289	203.0
133270	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	June, 2011	06/22/11	TOU-PA-8	\$5,127.01	23,724	202.1
133271	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	July, 2011	07/22/11	TOU-PA-8	\$5,801.58	44,446	204.5
133272	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	August, 2011	08/22/11	TOU-PA-8	\$8,341.34	63,391	202.1
133273	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	September, 2011	09/22/11	TOU-PA-8	\$8,665.53	44,032	274.1
133274	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	October, 2011	10/24/11	TOU-PA-8	\$2,860.58	52,489	202.2
133275	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	November, 2011	11/22/11	TOU-PA-8	\$1,954.87	23,595	93.1
133276	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	December, 2011	12/22/11	TOU-PA-8	\$2,170.1	12,701	90.2
133277	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	January, 2012	01/24/12	TOU-PA-8	\$221.16	788	7.2
133278	TAPIA BROS INC	967688	V248N-014077	8425 W AVENUE A	ROSAMOND	93590	February, 2012	02/23/12	TOU-PA-8	\$3,155.28	27,128	205.8

2011 300,689

Tapi Bros, Inc.  
 SEC 555mg Hickory - S/A #000-8672-96  
 Well Ref # 25314

TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	March, 2012	0322112	TOL-PA-B	\$246.42	714	72
TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	April, 2012	0422112	TOL-PA-B	\$216.70	723	67
TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	May, 2012	0522112	TOL-PA-B	\$2488.13	12432	2059
TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	June, 2012	0622112	TOL-PA-B	\$5078.32	33408	2008
TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	July, 2012	0722112	TOL-PA-B	\$8146.73	62311	2010
TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	August, 2012	0822112	TOL-PA-B	\$8484.94	65782	2010
TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	September, 2012	0922112	TOL-PA-B	\$6592.01	49138	2010
TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	October, 2012	1022112	TOL-PA-B	\$3815.28	38311	1893
TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	November, 2012	1122112	TOL-PA-B	\$2408.36	29464	910
TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	December, 2012	1222112	TOL-PA-B	\$1280.40	1712	880
TAPIA BROS INC	133928	967698	V249N-014077	8425 W AVENUE A	ROSAMOND	83580	January, 2013	0122112	TOL-PA-B	\$280.41	718	30

2012  
 320,521

AF Produced is based on 2013 Pump Test point #2 of SBI 13161 AF; Only 18161 used was where 200 hp well operation can be confirmed  
 200 HP well was placed on line in August 2009  
 Siding History before August 2009 includes a small well and the old storage facility

1 Robert H. Brumfield, III (State Bar No. 114467)  
bob@brumfield-haganlaw.com  
2 Heather A. Ijames (State Bar No. 222516)  
heather@brumfield-haganlaw.com  
3 BRUMFIELD & HAGAN, LLP  
A Limited Liability Partnership  
4 2031 F Street  
Bakersfield, CA 93301  
5 Telephone: (661) 215-4980  
Facsimile: (661) 215-4989

6  
7 Attorneys for Charles Tapia and the Nellie Tapia Family  
Trust

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES - CENTRAL DISTRICT

10 ANTELOPE VALLEY  
11 GROUNDWATER CASES

12 Included Actions:

13 Los Angeles County Waterworks District  
No. 40 v. Diamond Farming Co., Superior  
Court of California, County of Los  
Angeles, Case No. BC 325201

14 Los Angeles County Waterworks District  
15 No. 40 v. Diamond Farming Co., Superior  
Court of California, County of Kern, Case  
16 No. S-1500-CV-254348

17 Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
18 Lancaster, Diamond Farming Co. v.  
Palmdale Water District, Superior Court of  
19 California, County of Riverside, Case Nos.  
RIC 353 840, RIC 344 436, RIC 344 668  
20

Judicial Council Coordination No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053

21 **RESPONSE OF CHARLES TAPIA TO LOS  
ANGELES COUNTY WATERWORKS  
DISTRICT NO. 40'S REQUEST FOR  
PRODUCTION OF DOCUMENTS**

22 PROPOUNDING PARTY: Los Angeles County Waterworks District No. 40

23 RESPONDING PARTY: Charles Tapia

24 SET NO.: ONE

25 \

26 \



1 COMES NOW, Charles Tapia ("Responding Party") and submits its responses to Los  
2 Angeles County Waterworks District No. 40 ("Propounding Party") Request for Production of  
3 Documents, Set One, as follows:

4 **PRELIMINARY STATEMENT**

5 This Responding Party has not fully completed investigation and discovery of all of the  
6 factual bases for this litigation and/or trial preparation. Investigation and discovery in this matter  
7 are continuing and, therefore, all the facts and issues involved in this litigation may not yet be  
8 known, and if known, may not be fully or correctly understood. The following responses are  
9 made based upon the information in the possession of this Responding Party at the time these  
10 responses were prepared. These responses are provided without prejudice to further discovery,  
11 and discovery will continue so long as permitted by statute or stipulation of the parties. This  
12 Responding Party specifically reserves the right at the time of trial to introduce any evidence,  
13 from any source, which may hereafter be discovered. This Responding Party additionally  
14 reserves the right to change any response provided herein as additional facts are ascertained and  
15 reviewed and legal issues are more fully understood. The responses contained herein are in no  
16 manner intended to prejudice this Responding Party with respect to future discovery, research or  
17 analysis. If any information has been unintentionally omitted from these responses, this  
18 Responding Party reserves the right to apply for relief so as to permit the insertion of omitted data  
19 from these responses.

20 All evidentiary objections contained in these responses are reserved. To the extent that  
21 this Responding Party might arguably waive any otherwise assertable objection, claim, or  
22 privilege, such waiver shall be limited to these responses only and shall not extend to any further  
23 discovery, request, or subpoena. Responding Party responds herein on the basis of the best  
24 information available based upon a logical search in the logical places in which responsive  
25 documents might be found. These introductory comments shall apply to all responses provided  
26 herein and shall be incorporated herein by reference as though fully set forth in each response.

27 \

28

1 **RESPONSE TO REQUEST FOR PRODUCTION 1:**

2 Responding Party states that it has complied with this Request by attaching hereto all  
3 documents in Responding Party's possession, custody, or control that are responsive to this  
4 Request as Exhibit "A".

5 **RESPONSE TO REQUEST FOR PRODUCTION 2:**

6 Responding Party states that it has complied with this Request by attaching hereto all  
7 documents in Responding Party's possession, custody, or control that are responsive to this  
8 Request as Exhibit "B".

9 **RESPONSE TO REQUEST FOR PRODUCTION 3:**

10 Responding Party states that it has complied with this Request by attaching hereto all  
11 documents in Responding Party's possession, custody, or control that are responsive to this  
12 Request as Exhibit "B".

13 **RESPONSE TO REQUEST FOR PRODUCTION 4:**

14 Responding Party states that it has complied with this Request by attaching hereto all  
15 documents in Responding Party's possession, custody, or control that are responsive to this  
16 Request as Exhibit "C".

17 **RESPONSE TO REQUEST FOR PRODUCTION 5:**

18 Responding Party states that it has complied with this Request by conducting a diligent  
19 search and reasonable inquiry has been made to comply with this request, but no such documents  
20 exist or have been located.

21 **RESPONSE TO REQUEST FOR PRODUCTION 6:**

22 Responding Party states that it has complied with this Request by conducting a diligent  
23 search and reasonable inquiry has been made to comply with this request, but no such documents  
24 exist or have been located.

25 **RESPONSE TO REQUEST FOR PRODUCTION 7:**

26 Objection. This request is unduly burdensome, overbroad, seeks private information that  
27 propounding party is not entitled to, and is not calculated to obtain discoverable information.  
28

1 **RESPONSE TO REQUEST FOR PRODUCTION 9:**

2 Responding Party states that it has complied with this Request by conducting a diligent  
3 search and reasonable inquiry has been made to comply with this request, but no such documents  
4 exist or have been located.

5 **RESPONSE TO REQUEST FOR PRODUCTION 10:**

6 Responding Party states that it has complied with this Request by attaching hereto all  
7 documents in Responding Party's possession, custody, or control that are responsive to this  
8 Request as Exhibit "C".

9 **RESPONSE TO REQUEST FOR PRODUCTION 11:**

10 Objection. The phrase "application of water" is vague and ambiguous, and unintelligible.  
11 Without waving said objection, please see Response to Request for Production No. 10.

12 **RESPONSE TO REQUEST FOR PRODUCTION 12:**

13 Responding Party states that it has complied with this Request by conducting a diligent  
14 search and reasonable inquiry has been made to comply with this request, but no such documents  
15 exist or have been located.

16 **RESPONSE TO REQUEST FOR PRODUCTION 13:**

17 Responding Party states that it has complied with this Request by conducting a diligent  
18 search and reasonable inquiry has been made to comply with this request, but no such documents  
19 exist or have been located.

20 **RESPONSE TO REQUEST FOR PRODUCTION 14:**

21 Responding Party states that it has complied with this Request by conducting a diligent  
22 search and reasonable inquiry has been made to comply with this request, but no such documents  
23 exist or have been located.

24 **RESPONSE TO REQUEST FOR PRODUCTION 15:**

25 Responding Party states that after a diligent search and a reasonable inquiry, it is unable to  
26 comply with the Request, because the requested documents have never been in the possession,  
27 custody or control of Responding Party or have never existed.

28

1 **RESPONSE TO REQUEST FOR PRODUCTION 15:**

2 Responding Party states that after a diligent search and a reasonable inquiry, it is unable to  
3 comply with the Request, because the requested documents have never been in the possession,  
4 custody or control of Responding Party or have never existed.

5  
6  
7 Dated: July 24, 2015

BRUMFIELD & HAGAN, LLP  
A Limited Liability Partnership

8  
9  
10 By: 

Robert H. Brumfield, III  
Attorney for Plaintiff Charles Tapia and the  
Nellie Tapia Family Trust

EXHIBIT "A"

Recording Requested By:  
Charles Tapia  
Nellie Tapia

When Recorded, Return To:  
Charles Tapia, Trustee  
Nellie Tapia, Trustee  
21083 Placerita Canyon Road  
Newhall, California 91321

Mail Tax Statements To:  
Charles Tapia, Trustee  
Nellie Tapia, Trustee  
21083 Placerita Canyon Road  
Newhall, California 91321

James Tapia, Assessor-Recorder  
Kern County Official Records

DOCUMENT #: 0199112630



JASON  
Page: 3  
8/26/1999  
3:59:00

Fees	13 00
Taxes	
Other	
TOTAL	
PAID	13 00

Stat Type: 1

## QUITCLAIM DEED A.P.N.: 374-020-03-00-6

The undersigned quitclaimers declare: Documentary transfer tax is NONE. No consideration given--change in formal title only. (See Note #1 below.)

FOR NO CONSIDERATION, Charles Tapia and Nellie Tapia, husband and wife, dealing with their community property, do hereby REPEL, RELEASE, and FOREVER QUITCLAIM to CHARLES TAPIA and NELLIE TAPIA, as TRUSTEES of the CHARLES AND NELLIE TAPIA FAMILY TRUST, for the benefit of Charles Tapia and Nellie Tapia and their issue, established under Trust Agreement dated January 12, 1990, by Charles Tapia and Nellie Tapia, as Settlers and Trustees, all of their right, title, and interest in and to the following described real property in an unincorporated area of the County of Kern, State of California:

PARCEL 1 OF PARCEL MAP NAIVEN NO. 414 OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 20, 1983 IN BOOK 5843 PAGE 2233, OF OFFICIAL RECORDS, BEING THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE SOUTHERLY 330.00 FEET OF THE WESTERLY 330.00 FEET.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN; THENCE SOUTH 307.13 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHEASTERN QUARTER OF SAID SECTION 32, 2642.66 FEET MORE OR LESS TO THE

Quitclaim Used--Charles Tapia  
and Nellie Tapia, Quitclaimers

1

EASTERLY LINE OF SAID SECTION 32; THENCE NORTH 307.12 TO THE NORTHEASTERLY CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE WEST ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 32, 2843.02 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM 1/2 OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY JAMES M. WILLS, ET UX, IN THE ASSIGNMENT OF INTEREST, RECORDED OCTOBER 14, 1954 IN BOOK 2303 PAGE 272, OFFICIAL RECORDS.

Note #1: ~~Quintaineros transferring Quintaineros' interest into a revocable living trust.~~ This conveyance transfers the Quintaineros' interest into their revocable living trust which conveyance is not pursuant to a sale and is exempt pursuant to Cal. Rev. & Tax Code section 11411.

Note #2: Quintaineros Charles Tapia is the same person as Trustee Charles Tapia, and Quintaineros Nellie Tapia is the same person as Trustee Nellie Tapia. This conveyance is to a revocable trust and, pursuant to Cal. Rev. & Tax Code section 55(d)(3), does not constitute a change in ownership and does not subject the property to reassessment.

Dated: April 23, 1999.

Charles Tapia  
Charles Tapia

Nellie Tapia  
Nellie Tapia

QUITCLAIMORS

Quintaineros Dead--Charles Tapia  
and Nellie Tapia, Quintaineros

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SS

On this 23rd day of April 1999, before me, Stephen L. Snow, a Notary Public in and for said County and State, personally appeared Charles Tapia and Nellie Tapia, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

*Stephen L. Snow*  
Stephen L. Snow  
Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNERS:

<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Attorney-In-Fact
<input type="checkbox"/> Corporate	<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Officer(s)	<input type="checkbox"/> Subscribing Witness
<input type="checkbox"/> Title(s)	<input type="checkbox"/> Guardian/Conservator
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Other:

Signer is representing:  
Name of Person(s) or Entity(ies)

Quitclaim Deed—Charles Tapia  
and Nellie Tapia, Quitclaimers



691989-7441  
RECORDED & INDEXED BY  
Chicago Title Insurance  
AND THESE INSTRUMENTS HAVE BEEN RECORDED AND INDEXED OTHERWISE  
WHICH MAY AFFECT THE VALIDITY OF THE INSTRUMENTS

Name Felix Tapia et al  
Street 6928 De Cella Place  
City Van Nuys, CA 91406  
State CA  
Zip 91406

Title Order No. \_\_\_\_\_ Record No. \_\_\_\_\_

James Napier, Assessor-Recorder  
Kern County Official Records

DOCUMENT #10197054151



PATTI  
Page: 3  
4/22/1997  
8:00:00

Fees 13.00  
Taxes  
Other  
TOTAL 13.00  
PAID

Y 322 Legal (2-94)

SPACES ABOVE THIS LINE FOR RECORD Stat. Types: 1

### Grant Deed

314-020-54-016

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ \_\_\_\_\_

OR \_\_\_\_\_ unincorporated area OR City of \_\_\_\_\_

Form No. \_\_\_\_\_

OR computed on full value of interest or property conveyed, or

OR computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
I AND I FARMS, INCORPORATED, A CALIFORNIA CORPORATION AS TO AN UNDIVIDED 1/2 INTEREST;  
FELIX TAPIA AND EULALIA TAPIA, and CHARLES TAPIA AND WILLIE TAPIA, AS TO AN UNDIVIDED  
1/2 INTEREST; and EULALIA TAPIA, FOR EXACT GRANTOR VESTING.  
AND INTEREST "B" FOR GRANTOR VESTING, BY THIS REFERENCE MADE A PART HEREOF.

The following described real property in the UNINCORPORATED AREA OF THE  
county of KERN, state of California:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION, BY THIS REFERENCE MADE A PART  
HEREOF.

"This conveyance confirms title to the Grantee  
who continue to hold the same interest in  
deeds) recorded prior to date, wherein  
documentary tax was paid. REG 11511

BY Rosemary F. Icardo VP  
Rosemary F. Icardo, Vice President  
BY Rosemary F. Icardo, sec  
Rosemary F. Icardo, Secretary

Dated 11-5-96

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On Nov. 5, 1996, before me,

Cecilia Raza, Notary Public

a Notary Public in and for said County and State, personally appeared:

Felix Tapia, Eulalia Tapia, Charles Tapia

and Willie Tapia

personally known to me (interviewed in person on the basis of a statement

made by the person(s) whose names are subscribed to the

within instrument and acknowledged to me that each of them executed

the same in his/her own free and voluntary mind, and that they acknowledged

signature(s) on this instrument to be the person(s), or the entity upon behalf

of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature \_\_\_\_\_



(This area for official record use)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE, IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

MINUTE "A" - GRANTOR VESTING

I AND I FARRIS, INCORPORATION, A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED 1/2 INTEREST; AND FELIX TAPIA AND EULALIA TAPIA, TRUSTEES OF THE FELIX AND EULALIA TAPIA FAMILY TRUST DATED FEBRUARY 18, 1997 AS TO AN UNDIVIDED 1/4 INTEREST; AND CHARLES TAPIA AND MOLLIE TAPIA, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 1/4 INTEREST

MINUTE "B" - GRANTEE VESTING

FELIX TAPIA AND EULALIA TAPIA, TRUSTEES OF THE FELIX AND EULALIA TAPIA FAMILY TRUST DATED FEBRUARY 18, 1997 AS TO AN UNDIVIDED 1/2 INTEREST; AND CHARLES TAPIA AND MOLLIE TAPIA, HUSBAND AND WIFE AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 1/2 INTEREST

MINUTE "C" - LEGAL DESCRIPTION

PARCEL 1 OF PARCEL MAP NUMBER NO. 414 OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 18, 1992 IN BOOK 5542 PAGE 2232, OF OFFICIAL RECORDS, BEING THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE SOUTHWEST 330.00 FEET OF THE WESTERLY 330.00 FEET.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN; THENCE SOUTH 107.13 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHEASTERNLY QUARTER OF SAID SECTION 32, 2642.66 FEET MORE OR LESS TO THE WESTERLY LINE OF SAID SECTION 32; THENCE NORTH 107.12 TO THE NORTHEASTERNLY CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE WEST ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 32, 2642.62 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM 1/2 OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY JAMES E. WELLS, ET AL, IN THE ASSIGNMENT OF INTEREST, RECORDED OCTOBER 14, 1994 IN BOOK 2303 PAGE 272, OFFICIAL RECORDS.

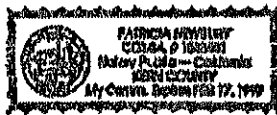
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Kern

on December 3, 1996 before me, Patricia Newbury, Notary Public  
(Notary and Title of Officer (e.g., "Notary Public, Attorney at Law"))  
 personally appeared Rosemary E. Tardo  
(Signature of Signer)

I personally known to me -- ☒ -- or I proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patricia Newbury  
(Signature of Notary)

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and replacement of this form to deceive its victims.

**Description of Attached Document**

Title or Type of Document: Grant-Deed

Document Date: 11.5.96 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☒ Corporate Officer  
Title(s): Vice President/Secy
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer  
Title(s): \_\_\_\_\_
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

Name CHARLES TAPIA  
Address 21083 Placerita Canyon Road  
City Newhall  
State California 91321

James W. Fitch, Assessor - Recorder  
Kern County Official Records

Recorded at the request of  
Public

BARBARA  
2/17/2010  
2:00 PM

DOC#: 0210020770



Stat Types: 1	Pages: 4
Fee	10.00
Taxes	0.00
Others	3.00
PAID	\$21.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIDAVIT- DEATH OF TRUSTEE

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ss:

CHARLES TAPIA, of legal age, being first duly sworn, deposes and says:

I, CHARLES TAPIA, the undersigned, affirm under penalty of perjury under the laws of the State of California that the following is true and correct:

- (1) By instrument dated January 12, 1990 (unrecorded), NELLIE TAPIA and I executed a DECLARATION OF TRUST.
- (2) Said DECLARATION OF TRUST appointed me to serve as sole Trustee upon the death or incapacity of NELLIE TAPIA.
- (3) The name of the trust is the CHARLES AND NELLIE TAPIA FAMILY TRUST DATED JANUARY 12, 1990
- (4) NELLIE TAPIA died on November 17, 2003, in Newhall, California, a resident of Los Angeles County, California.
- (5) NELLIE TAPIA, the decedent mentioned in the attached certified copy of Certificate of Death is the same person as NELLIE TAPIA, named as co-trustee in that certain Declaration of Trust Dated January 12, 1990, executed by myself and NELLIE TAPIA, as Trustors.
- (6) Pursuant to the terms of the DECLARATION OF TRUST, I have assumed the responsibilities of sole Trustee.

- (7) Under that Deed recorded on August 6, 1999 as instrument number 0199112650, the following described real property in the County of Kern, State of California is part of the trust estate:

See Exhibit "A" attached hereto and made a part hereof.

Commonly known as: 8301 W. Avenue A, Rosamond, California 93560

Assessor's Parcel Number: 374-020-53


- (8) I am authorized under the terms of the DECLARATION OF TRUST and the provisions of the California Probate Code to act as the sole Trustee with respect to the trust's interest in the described property.
- (9) No other person has a right to the interest of the trust in the described property.

Executed on January 13, 2010, at Stevenson Ranch, California.

#### VERIFICATION

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

Date: January 13, 2010

  
CHARLES TAPIA, trustee of the  
CHARLES AND NELLIE FAMILY  
TRUST dated January 12, 1990

#### JURAT

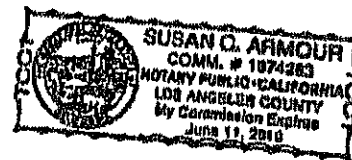
State of California )

County of Los Angeles )

Subscribed and sworn to (or affirmed) before me, Susan C. Armour, Notary Public, on this 13th day of January, 2010 personally appeared CHARLES TAPIA, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature





(Seal)

**EXHIBIT 'A'**

Parcel 1 of Parcel Map Waiver No. 414 of Certificate of Compliance recorded April 20, 1983 in Book 5543, Page 2233, of Official Records, Being the Southeast quarter of Section 32, Township 9 North, Range 13 West, San Bernardino Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except the Southerly 330.00 feet of the Westerly 330.00 feet.

Also except that portion described as follows:

Beginning at the center of Section 32, Township 9 North, Range 13 West, San Bernardino Meridian; thence South 307.13 feet along the Westerly line of the Southeast quarter of said Section 32; thence east along a line parallel to the North line of the Southeasterly quarter of said Section 32, 2642.66 feet more or less to the Easterly line of said Section 32; thence North 307.12 to the Northeasterly corner of the Southeast quarter of said Section 32; thence West along the Northerly line of the Southeast quarter of Section 32, 2643.02 feet more or less to the point of beginning.

Also excepting therefrom  $\frac{1}{4}$  of all oil, gas, minerals and other hydrocarbon substances in and under said land as reserved by James E. Wells, ET UX, in the assignment of interest, recorded October 14, 1954 in Book 2303, Page 272, Official Records.



**EXHIBIT “B”**



TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	December, 2007	1/27/107	PA-2	\$1,473.13	6,580	95.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	January, 2008	01/23/08	PA-2	\$175.36	165	84	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	February, 2008	02/22/08	PA-2	\$191.26	0	3.6	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	March, 2008	03/21/08	PA-2	\$186.81	84	3.8	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	April, 2008	04/22/08	PA-2	\$147.23	86	9.6	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	May, 2008	05/22/08	PA-2	\$164.56	729	7.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	June, 2008	06/20/08	PA-2	\$154.17	469	5.4	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	July, 2008	07/22/08	PA-2	\$168.41	880	7.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	August, 2008	08/20/08	PA-2	\$189.09	880	5.9	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	September, 2008	09/18/08	PA-2	\$188.57	880	7.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	October, 2008	10/22/08	PA-2	\$4,590.82	45,880	92.0	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	November, 2008	11/22/08	PA-2	\$1,586.86	31,440	56.8	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	December, 2008	12/22/08	PA-2	\$595.82	1,520	73.8	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	January, 2009	01/22/09	PA-2	\$272.80	1,440	8.8	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	February, 2009	02/22/09	PA-2	\$314.20	1,420	9.5	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	March, 2009	03/22/09	PA-2	\$285.31	1,220	8.8	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	April, 2009	04/22/09	PA-2	\$251.50	1,200	8.8	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	May, 2009	05/22/09	PA-2	\$1,318.67	1,880	93.6	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	June, 2009	06/22/09	PA-2	\$1,788.21	28,960	91.6	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	July, 2009	07/22/09	PA-2	\$5,264.57	50,000	92.0	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	August, 2009	08/22/09	PA-2	\$8,474.30	74,080	208.0	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	September, 2009	09/22/09	PA-2	\$8,403.03	39,258	201.8	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	October, 2009	10/22/09	PA-2	\$5,515.69	41,220	201.8	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	November, 2009	11/22/09	PA-2	\$2,047.20	23,138	88.6	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	December, 2009	12/22/09	PA-2	\$1,883.25	18,450	94.5	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	January, 2010	01/22/10	PA-2	\$2,022.58	2,380	70.5	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	February, 2010	02/22/10	PA-2	\$2,071.08	1,885	103.1	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	March, 2010	03/22/10	PA-2	\$2,708.11	1,858	8.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	April, 2010	04/22/10	PA-2	\$2,463.70	15,268	205.0	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	May, 2010	05/22/10	PA-2	\$3,201.59	11,015	202.6	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	June, 2010	06/22/10	PA-2	\$3,201.59	22,297	204.5	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	July, 2010	07/22/10	PA-2	\$7,818.41	46,504	206.0	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	August, 2010	08/22/10	PA-2	\$8,132.44	13,582	204.5	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	September, 2010	09/22/10	PA-2	\$8,132.44	50,257	204.5	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	October, 2010	10/22/10	PA-2	\$3,102.58	8,601	201.8	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	November, 2010	11/22/10	PA-2	\$2,27.57	858	7.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	December, 2010	12/22/10	PA-2	\$288.77	1,917	8.5	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	January, 2011	01/22/11	PA-2	\$274.34	1,560	7.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	February, 2011	02/22/11	PA-2	\$272.11	842	7.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	March, 2011	03/22/11	PA-2	\$272.82	839	7.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	April, 2011	04/22/11	PA-2	\$272.84	777	7.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	May, 2011	05/22/11	PA-2	\$2,577.41	18,232	203.0	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	June, 2011	06/22/11	PA-2	\$1,127.07	26,724	202.1	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	July, 2011	07/22/11	PA-2	\$4,371.16	44,448	204.5	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	August, 2011	08/22/11	PA-2	\$4,371.16	13,101	202.1	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	September, 2011	09/22/11	PA-2	\$4,371.16	44,002	204.5	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	October, 2011	10/22/11	PA-2	\$4,371.16	45,489	204.5	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	November, 2011	11/22/11	PA-2	\$1,564.87	28,596	92.1	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	December, 2011	12/22/11	PA-2	\$1,564.87	12,701	90.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	January, 2012	01/22/12	PA-2	\$271.38	785	7.2	
TAPIA BROS INC	113928	667696	VJ48H-014077	8425 W AVENUE A	ROSLANDON	03560	February, 2012	02/22/12	PA-2	\$1,394.28	27,128	203.9	

Tape Bros, Inc.  
 SLC Billing History - SLC BROCS 0675-88  
 Web Ref # 28314

2011 3067,609

125228	BT808	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	March, 2012	0022012	TOL-PA-8	218.42	22
125229	BT809	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	March, 2012	0022012	TOL-PA-8	218.42	23
125230	BT810	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	June, 2012	0022012	TOL-PA-8	218.42	24
125231	BT811	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	June, 2012	0022012	TOL-PA-8	218.42	25
125232	BT812	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	June, 2012	0022012	TOL-PA-8	218.42	26
125233	BT813	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	June, 2012	0022012	TOL-PA-8	218.42	27
125234	BT814	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	July, 2012	0022012	TOL-PA-8	218.42	28
125235	BT815	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	August, 2012	0022012	TOL-PA-8	218.42	29
125236	BT816	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	September, 2012	0022012	TOL-PA-8	218.42	30
125237	BT817	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	October, 2012	0022012	TOL-PA-8	218.42	31
125238	BT818	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	November, 2012	0022012	TOL-PA-8	218.42	32
125239	BT819	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	December, 2012	0022012	TOL-PA-8	218.42	33
125240	BT820	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	January, 2013	0022012	TOL-PA-8	218.42	34
125241	BT821	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	February, 2013	0022012	TOL-PA-8	218.42	35
125242	BT822	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	March, 2013	0022012	TOL-PA-8	218.42	36
125243	BT823	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	April, 2013	0022012	TOL-PA-8	218.42	37
125244	BT824	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	May, 2013	0022012	TOL-PA-8	218.42	38
125245	BT825	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	June, 2013	0022012	TOL-PA-8	218.42	39
125246	BT826	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	July, 2013	0022012	TOL-PA-8	218.42	40
125247	BT827	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	August, 2013	0022012	TOL-PA-8	218.42	41
125248	BT828	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	September, 2013	0022012	TOL-PA-8	218.42	42
125249	BT829	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	October, 2013	0022012	TOL-PA-8	218.42	43
125250	BT830	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	November, 2013	0022012	TOL-PA-8	218.42	44
125251	BT831	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	December, 2013	0022012	TOL-PA-8	218.42	45
125252	BT832	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	January, 2014	0022012	TOL-PA-8	218.42	46
125253	BT833	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	February, 2014	0022012	TOL-PA-8	218.42	47
125254	BT834	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	March, 2014	0022012	TOL-PA-8	218.42	48
125255	BT835	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	April, 2014	0022012	TOL-PA-8	218.42	49
125256	BT836	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	May, 2014	0022012	TOL-PA-8	218.42	50
125257	BT837	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	June, 2014	0022012	TOL-PA-8	218.42	51
125258	BT838	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	July, 2014	0022012	TOL-PA-8	218.42	52
125259	BT839	V48N-014877	8025 W ARIZONA	PC50A0000	PC50N	August, 2014	0022012	TOL-PA-8	218.42	53

**publinter** is an experimental project for the **publinter** team. It is not a product and is not intended for production use. It is provided as a reference implementation of the **publinter** API and is not intended to be used as a library or framework.

2000-2001  
2001-2002  
2002-2003  
2003-2004  
2004-2005  
2005-2006  
2006-2007  
2007-2008  
2008-2009  
2009-2010  
2010-2011  
2011-2012  
2012-2013  
2013-2014  
2014-2015  
2015-2016  
2016-2017  
2017-2018  
2018-2019  
2019-2020  
2020-2021  
2021-2022  
2022-2023  
2023-2024  
2024-2025  
2025-2026  
2026-2027  
2027-2028  
2028-2029  
2029-2030  
2030-2031  
2031-2032  
2032-2033  
2033-2034  
2034-2035  
2035-2036  
2036-2037  
2037-2038  
2038-2039  
2039-2040  
2040-2041  
2041-2042  
2042-2043  
2043-2044  
2044-2045  
2045-2046  
2046-2047  
2047-2048  
2048-2049  
2049-2050  
2050-2051  
2051-2052  
2052-2053  
2053-2054  
2054-2055  
2055-2056  
2056-2057  
2057-2058  
2058-2059  
2059-2060  
2060-2061  
2061-2062  
2062-2063  
2063-2064  
2064-2065  
2065-2066  
2066-2067  
2067-2068  
2068-2069  
2069-2070  
2070-2071  
2071-2072  
2072-2073  
2073-2074  
2074-2075  
2075-2076  
2076-2077  
2077-2078  
2078-2079  
2079-2080  
2080-2081  
2081-2082  
2082-2083  
2083-2084  
2084-2085  
2085-2086  
2086-2087  
2087-2088  
2088-2089  
2089-2090  
2090-2091  
2091-2092  
2092-2093  
2093-2094  
2094-2095  
2095-2096  
2096-2097  
2097-2098  
2098-2099  
2099-2100  
2100-2101  
2101-2102  
2102-2103  
2103-2104  
2104-2105  
2105-2106  
2106-2107  
2107-2108  
2108-2109  
2109-2110  
2110-2111  
2111-2112  
2112-2113  
2113-2114  
2114-2115  
2115-2116  
2116-2117  
2117-2118  
2118-2119  
2119-2120  
2120-2121  
2121-2122  
2122-2123  
2123-2124  
2124-2125  
2125-2126  
2126-2127  
2127-2128  
2128-2129  
2129-2130  
2130-2131  
2131-2132  
2132-2133  
2133-2134  
2134-2135  
2135-2136  
2136-2137  
2137-2138  
2138-2139  
2139-2140  
2140-2141  
2141-2142  
2142-2143  
2143-2144  
2144-2145  
2145-2146  
2146-2147  
2147-2148  
2148-2149  
2149-2150  
2150-2151  
2151-2152  
2152-2153  
2153-2154  
2154-2155  
2155-2156  
2156-2157  
2157-2158  
2158-2159  
2159-2160  
2160-2161  
2161-2162  
2162-2163  
2163-2164  
2164-2165  
2165-2166  
2166-2167  
2167-2168  
2168-2169  
2169-2170  
2170-2171  
2171-2172  
2172-2173  
2173-2174  
2174-2175  
2175-2176  
2176-2177  
2177-2178  
2178-2179  
2179-2180  
2180-2181  
2181-2182  
2182-2183  
2183-2184  
2184-2185  
2185-2186  
2186-2187  
2187-2188  
2188-2189  
2189-2190  
2190-2191  
2191-2192  
2192-2193  
2193-2194  
2194-2195  
2195-2196  
2196-2197  
2197-2198  
2198-2199  
2199-2200  
2200-2201  
2201-2202  
2202-2203  
2203-2204  
2204-2205  
2205-2206  
2206-2207  
2207-2208  
2208-2209  
2209-2210  
2210-2211  
2211-2212  
2212-2213  
2213-2214  
2214-2215  
2215-2216  
2216-2217  
2217-2218  
2218-2219  
2219-2220  
2220-2221  
2221-2222  
2222-2223  
2223-2224  
2224-2225  
2225-2226  
2226-2227  
2227-2228  
2228-2229  
2229-2230  
2230-2231  
2231-2232  
2232-2233  
2233-2234  
2234-2235  
2235-2236  
2236-2237  
2237-2238  
2238-2239  
2239-2240  
2240-2241  
2241-2242  
2242-2243  
2243-2244  
2244-2245  
2245-2246  
2246-2247  
2247-2248  
2248-2249  
2249-2250  
2250-2251  
2251-2252  
2252-2253  
2253-2254  
2254-2255  
2255-2256  
2256-2257  
2257-2258  
2258-2259  
2259-2260  
2260-2261  
2261-2262  
2262-2263  
2263-2264  
2264-2265  
2265-2266  
2266-2267  
2267-2268  
2268-2269  
2269-2270  
2270-2271  
2271-2272  
2272-2273  
2273-2274  
2274-2275  
2275-2276  
2276-2277  
2277-2278  
2278-2279  
2279-2280  
2280-2281  
2281-2282  
2282-2283  
2283-2284  
2284-2285  
2285-2286  
2286-2287  
2287-2288  
2288-2289  
2289-2290  
2290-2291  
2291-2292  
2292-2293  
2293-2294  
2294-2295  
2295-2296  
2296-2297  
2297-2298  
2298-2299  
2299-2300  
2300-2301  
2301-2302  
2302-2303  
2303-2304  
2304-2305  
2305-2306  
2306-2307  
2307-2308  
2308-2309  
2309-2310  
2310-2311  
2311-2312  
2312-2313  
2313-2314  
2314-2315  
2315-2316  
2316-2317  
2317-2318  
2318-2319  
2319-2320  
2320-2321  
2321-2322  
2322-2323  
2323-2324  
2324-2325  
2325-2326  
2326-2327  
2327-2328  
2328-2329  
2329-2330  
2330-2331  
2331-2332  
2332-2333  
2333-2334  
2334-2335  
2335-2336  
2336-2337  
2337-2338  
2338-2339  
2339-2340  
2340-2341  
2341-2342  
2342-2343  
2343-2344  
2344-2345  
2345-2346  
2346-2347  
2347-2348  
2348-2349  
2349-2350  
2350-2351  
2351-2352  
2352-2353  
2353-2354  
2354-2355  
2355-2356  
2356-2357  
2357-2358  
2358-2359  
2359-2360  
2360-2361  
2361-2362  
2362-2363  
2363-2364  
2364-2365  
2365-2366  
2366-2367  
2367-2368  
2368-2369  
2369-2370  
2370-2371  
2371-2372  
23



Confidential/Proprietary Information

February 20, 2013

CHARLES TAPIA  
21083 PLACERITA CYN  
NEWHALL, CA 91321

**HYDRAULIC TEST RESULTS, Plant: WELL**

Location: 8425 W AVENUE A HP: 200.0  
Cust #: 0-013-3928 Serv. Acct. #: 000-9578-98  
Meter: V349N-14077 Pump Ref. #: 25314

In accordance with your request, an energy efficiency test was performed on your turbine well pump on February 12, 2013. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)654-7312.

Results	Equipment		Test 1	Test 2	Test 3
	Pump:	SIMFLO			
	Motor:	US			
			No: 111206		
			No: 0173393330002R000		
Discharge Pressure, PSI			5.4	45.5	76.0
Standing Water Level, Feet			211.8	211.8	211.8
Drawdown, Feet			27.8	24.8	22.4
Discharge Head, Feet			12.5	185.1	175.6
Pumping Water Level, Feet			239.4	236.8	234.2
Total Head, Feet			251.9	341.7	409.8
Capacity, GPM			2,127	1,858	1,571
GPM per Foot Drawdown			77.1	74.9	74.6
Acres Feet Pumped in 24 Hours			9,401	8,212	7,386
kW Input to Motor			205.3	198.7	193.6
HP Input to Motor			275.3	266.5	269.8
Motor Load (%)			131.9	127.6	124.4
Measured Speed of Pump, RPM			1,782		
kWh per Acre Foot			524	581	629
Overall Plant Efficiency (%)			48.1	66.2	66.8

The above test results indicate various operating conditions of this pump. Test #1 was performed with the pump free boarding. Test #2 represents the normal operating point.

RUSS JOHNSON  
Manager  
Hydraulic Services

10180 Telegraph Road  
Venera, CA 93004

EXHIBIT "C"



# Kern County Street Address Application

Pursuant to Section 12.36.100 of the Kern County Ordinance Code, house numbers shall be assigned by the Kern County Planning Department upon written request of a County official or the person owning, controlling, occupying or using any house, mobilehome, store or other habitable building situated on any officially named public way, easement or place.

**We cannot assign house numbers to wells, vacant lots, or proposed lots.**

**House numbers will be assigned only to existing structures or to structures of the type noted above for which a building permit has been issued.**

Applicant: Tapla Bros. Inc. ☐ Primary Address ☒ Additional Address  
Mailing Address: 8425 Avenue A ☐ Correction ☐ Verification ☐ Temporary  
City: Rosamond Phone: 661-943-4558  
State: CA Zip Code: 93560 Fax: 661-943-2127

1. Street Name: Avenue A 2. Side of Street: North

3. Nearest Cross Street: 85th Street West 4. Closest City: Rosamond

5. Assessor Parcel/Tax ID No. ("Kern County ATN" on current tax bill): 374-020-53

6. Legal Description of Property (Parcel/Parcel Map; Lot/Tract; Section-Township/Range): Portion section 32-9/13

Parcel 1 PMW 414

7. Building Permit No. (Required): Well needs address so Edison will give them power

8. Current Street Address on Parcel, if Any: 8425 Avenue A

9. Plot Plan: Provide a sketch on the back of this application showing the structure for which this application is being submitted, together with the location of the driveway(s), other structures which have existing addresses and the approximate distances (in feet) from the structure to all property lines and roads. If your property abuts more than one road, please indicate which direction the "front" of the structure will be facing. Please see the example on the back of this form.

RETURN COMPLETED APPLICATION WITH  
A \$25.00 CHECK OR MONEY ORDER PER  
EACH ADDRESS REQUESTED TO:

KERN COUNTY PLANNING DEPARTMENT - TECHNICAL SUPPORT UNIT  
2700 "M" STREET, SUITE 100 \* BAKERSFIELD, CA 93301-2323  
PHONE: (661) 862-8600 \* FAX: (661) 862-8622 or (661) 862-8601

DO NOT WRITE BELOW THIS SECTION

YOUR APPROVED STREET ADDRESS IS SHOWN IN THE BOX BELOW

STREET: AVENUE A NUMBER: 8301

\* Your new numbers shall be at least 3 inches in height and placed on the structure facing the street. If the numbers are not visible from the street, an additional set shall be placed at the entrance/access to your property on a signpost, fence, mailbox, etc. so as to be clearly seen from the street (Section 12.36.070 of the Kern County Ordinance Code).

\* You must contact and notify the Phone Company, Postal Service, and Utility Companies of this site address.

\* Contact the Post Office for your mailing city and zip code.

\* Verify the billing address with the Kern County Assessor Office.

ZM: 231-32 SYSTEM: EAST KERN

BLDG PERMIT #: Elec. for Ag Well COORDINATE LINE: 8300

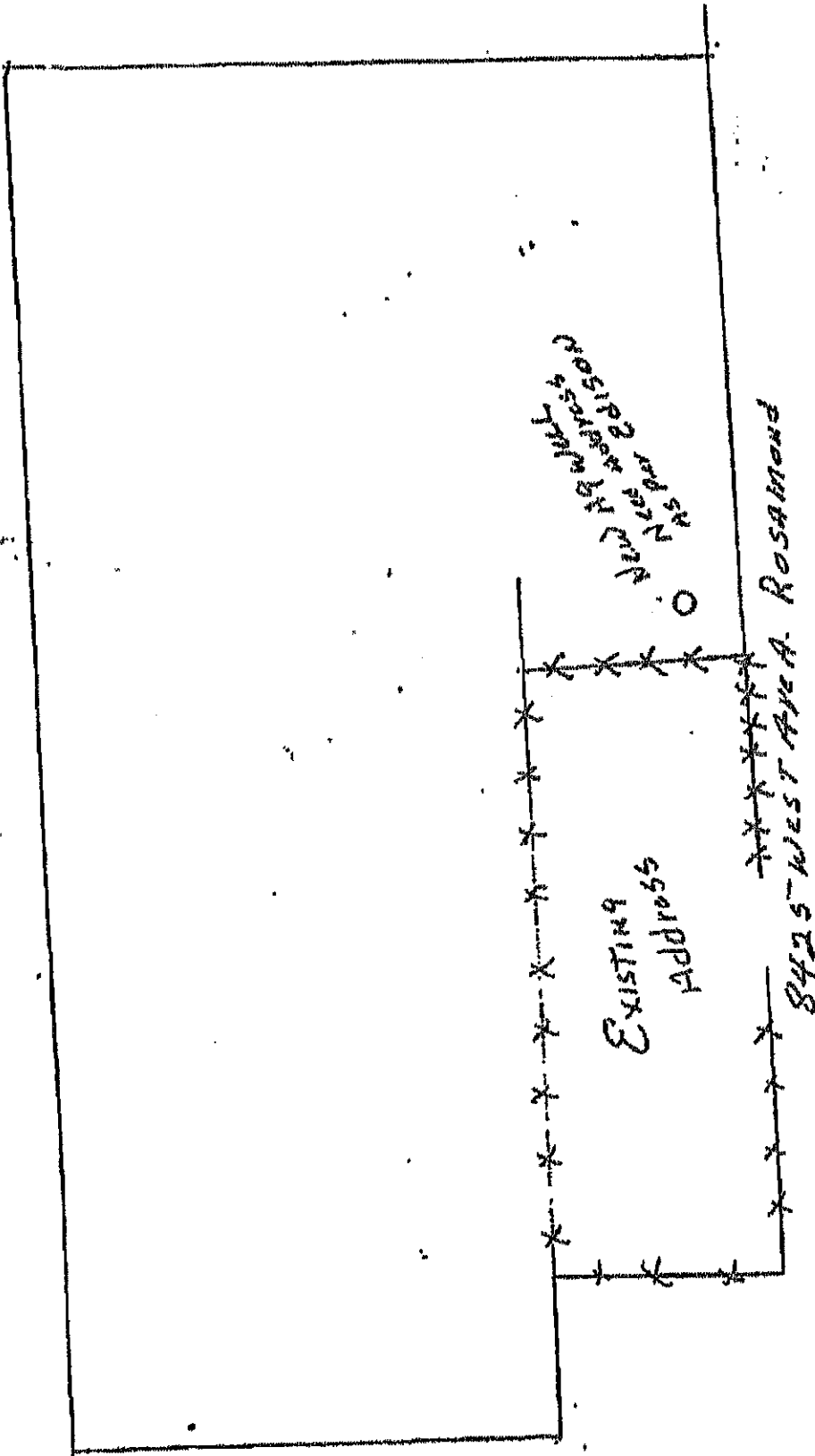
PERMIT TECH: N/A DISTANCE FROM COORDINATE: 20'

FEE PAID: \$25.00 CK #: Credit Card RCPT #: 151793

DATE: April 8, 2009 ASSIGNED BY: Wally Stewart

☒ CHECK HERE IF COPY IS SENT TO APPLICANT

KC ADDRESS APP.PDF (9/08)



BAKER'S CONSTRUCTION  
P.O. BOX 3427  
QUARTZ HILL, CA., 93586  
661-943-4558  
661-943-2127 FAX

Invoice 1989

5/28/2009

Customer  
Tapia Bros.

DATE	JOB DESCRIPTION	AMOUNT
3/31/2009	Permits for Electrical, Flood, New Address. Permit: \$205.75	
5/12/2009	Started the work on the new well. Installed the amp service for the well from the old service. The pump panel was delivered on 5/11/09	
5/13/2009	Started the conduit for the well and tied in the service. Installed ground rods for the existing service. Pulled wire on 5/14/09 and completed the connections to the pump and panel on 5/14/09. Inspector was out and OKed the piping and the panel for Edison to connect to. All of the conduit was in for inspection.	
5/15/2009	Red came out and we started the pump. We ran it for 3 hrs. and it ran high amps. Red is to check with the pump company on the sizing of the bowls and pump for the amount of water being delivered.	

Materials to date: \$ [REDACTED]  
Labor to date: \$ [REDACTED]

TOTAL [REDACTED]

Phon... 661-946-9444

## 1883

**Tapia Brothers**  
6908 DeCelle Place  
Van Nuys, CA 91406

PAID  
04/27/2009

Description	Amount
<p><b>New Well @ 85th St. West and Ave A</b></p> <p>Labor to install 440' of 10" column and complete pump</p> <p>1 - SS12C-9 stage Simflo bowl assembly  440' of 10" x 2-1/2" x 1-11/16" column tube and shaft  1 - 10" Simflow discharge head assembly  1 - 200 HP US motor premium efficient motor  1 - 200 HP part-wind panel  5 - 2-1/2" x 10" rubber spiders</p> <p><b>TERMS:</b> DRC will require a down payment of \$45,000.00 before parts will be ordered or work begun. Remainder is due upon completion. All parts and materials remain property of DRC Pump Systems, Inc. until invoice is paid in full. A down payment constitutes an agreement between parties.</p>	<p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p>
<p>It's always a pleasure working with you. Thank you for choosing DRC Pumps</p>	<p><b>Subtotal</b> ██████████</p>
	<p><b>Sales Tax (8.25%)</b> ██████████</p>
	<p><b>Total</b> ██████████</p>
	<p><b>Balance Due</b> ██████████</p>



# Rottman Drilling Co.

46471 N. Division St.  
Lancaster, CA 93535-5906

(881) 942-6125 office

(881) 949-1510 fax

## Invoice

Date	Invoice #
12/12/2008	14916

### Bill To

Charles and Felix Tapia Trust  
Attn: Charles Tapia  
6908 De Celis Place  
Van Nuys, CA 91406

Terms	Due Date
30 days	1/11/2009

Description	Amount
RE: Project Site 8425 West Avenue A, Rosamond, CA	
Test Hole Drilling per Contract Item #2 780-foot at \$[REDACTED] per foot	[REDACTED]
Completion Charges per Contract Item #2 780-foot at \$[REDACTED] per foot	[REDACTED]
Additional Test Hole Drilling per Contract Item #8 28-foot at \$[REDACTED] per foot (Total Test Hole Depth - 808-foot)	[REDACTED]
Additional Completion per Contract Item #8 40-foot at \$[REDACTED] per foot (Total Depth Completed - 800-foot)	[REDACTED]
Water Hauling per Contract Item #18 12/06/2008: 2:00 to 3:15 for a total of 1.25-hours at \$[REDACTED] per hour (1-haul from RDC Yard) 12/08/2008: 9:15 to 12:30 for a total of 3.25-hours at \$[REDACTED] per hour (2-hauls from RDC Yard) 12/08/2008: 3:30 to 5:00 for a total of 1.5-hours at \$[REDACTED] per hour (1-haul from RDC Yard) 12/10/2008: 11:00 to 1:00 for a total of 2.0-hours at \$[REDACTED] per hour (2-hauls from RDC Yard) 12/10/2008: 5:00 to 7:15 for a total of 2.25-hours at \$[REDACTED] per hour (2-hauls from RDC Yard) 12/11/2008: 11:00 to 3:00 for a total of 4.0-hours at \$[REDACTED] per hour (8-hauls from Gaskell) 12/11/2008: 4:00 to 6:30 for a total of 2.5-hours at \$[REDACTED] per hour (5-hauls from Gaskell) Mobilization - Two (2) Water Trucks at \$[REDACTED] per each	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
NOTE: Test Pump Installation, Rental and Development to be invoiced separately upon completion	
Thank you for your business.	Total [REDACTED]

# Rottman Drilling Co.

46471 N. Division St.  
Lancaster, CA 93535-6908

(861) 942-6126 office

(861) 949-1510 fax

## Invoice

Date	Invoice #
1/12/2009	14921

### Bill To

Charles and Felix Tapia Trust  
Attn: Charles Tapia  
8908 De Cella Place  
Van Nuys, CA 91406

Terms	Due Date
30 days	2/11/2009

Description	Amount
RE: Project Site West Avenue A	
Well Development per Contract Item #14b,c Installation, Rental and Removal Development - 13-hours at <del>200.00</del> per hour	<del>2600.00</del>
(ss)	
Thank you for your business.	Total <del>2600.00</del>

# Rottman Drilling Co.

46471 N. Division St.  
Lancaster, CA 93535-5906

(861) 842-8125 office

(861) 849-1510 fax

## Invoice

Date	Invoice #
2/17/2009	14948

### Bill To

Charles and Felix Tapia Trust  
Attn: Charles Tapia  
6808 De Cella Place  
Van Nuys, CA 91406

Terms	Due Date
30 days	3/19/2009

Description	Amount
RE: Project Site West Avenue A	
Water Analysis	
Results will be available upon completion of payment	
(as)	
Thank you for your business.	Total

File Original with DWR

Page 1 of 2

Owner's Well Number

Work Began 12/04/2008

Date Work Ended 1/8/2009

Local Permit Agency Kern County Environmental Health Department

Permit Number WP 11413

Permit Date 11/1/09

# State of California Well Completion Report

Refer to Instruction Pamphlet  
No. 00084848

**DWR Use Only - Do Not Fill In**

State Well Number/Well Number

Latitude Longitude

APN/TRS/Owner

Orientation	Vertical	Horizontal	Angle	Specify
Drilling Method	Direct Rotary		Drilling Fluid	Bentonite mud
Depth	Interval	Stratigraphic Log		
0	10	Fine to coarse sand		
10	20	Fine to coarse sand with clay lenses		
20	32	Fine to coarse sand with some gravel		
32	42	Fine to coarse sand with some gravel and 3% clay		
42	103	Fine to coarse sand		
103	113	Fine sand with some clay		
113	123	Fine to medium sand with some clay		
123	133	Fine sand with some clay		
133	163	Fine to coarse sand with some clay		
163	183	Fine sand		
183	197	Fine to coarse sand with some clay		
197	217	Fine to coarse sand		
217	311	Fine to coarse sand with some clay		
311	321	Fine sand with some clay		
321	341	Fine to coarse sand with some clay		
341	361	Fine sand with some clay		
361	421	Fine to coarse sand with some clay		
421	441	Fine to coarse sand		
441	452	90% clay, 10% fine to medium sand		
	462	85% clay, 15% fine sand		
462	476	50% fine to coarse sand, 50% clay		
476	486	60% fine to coarse sand, 40% clay		
486	496	Fine to coarse sand with traces of clay		
496	506	70% fine to coarse sand, 30% clay		
506	526	95% clay, 5% fine sand		
526	560	95% hard brown-white clay, 5% fine sand		
560	572	80% clay, 40% fine to coarse sand		
572	582	80% fine to coarse sand, 50% clay		
Total Depth of Boring		600	Feet	
Total Depth of Completed Well		600	Feet	

**Well Owner**

Name Charles and Felix Tapia Trust

Mailing Address 8808 De Cols Place

City Van Nuys State CA Zip 91408

**Well Location**

Address 8425 West Avenue A

City Rosamond County Kern

Latitude 34 48 13.978 N Longitude 118 18 41.084 W

Datum WGS84 Decimal Lat. 34.80095 Decimal Long. 118.27820

APN Book 374 Page 020 Parcel 53

Township 9N Range 13W Section 32

**Activity**

☒ New Well

☐ Modification/Repair

☐ Deepen

☐ Other

☐ Destroy

**Planned Uses**

☒ Water Supply

☐ Domestic ☐ Public

☒ Irrigation ☐ Industrial

☐ Cathodic Protection

☐ Dewatering

☐ Heat Exchange

☐ Injection

☐ Monitoring

☐ Remediation

☐ Sparging

☐ Test Well

☐ Vapor Extraction

☐ Other

**Water Level and Yield of Completed Well**

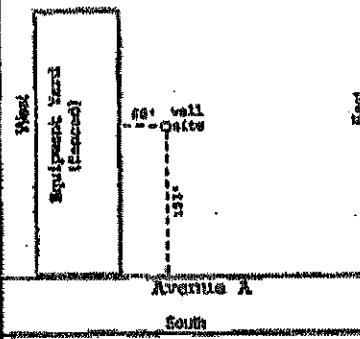
Depth to first water 225 (Feet below surface)

Depth to Static Water Level 225 (Feet) Date Measured 01/08/2009

Estimated Yield 2,800 (GPM) Test Type Constant Rate

Test Length 4.0 (Hours) Total Drawdown 41 (Feet)

\*May not be representative of a well's long term yield.



Casing									Annular Material			
Depth from Surface Feet to Feet		Borehole Diameter (Inches)	Type	Material	Wall Thickness (Inches)	Outside Diameter (Inches)	Screen Type	Slot Size If Any (Inches)	Depth from Surface Feet to Feet	PM	Description	
0	400	26	Solid	A53B	.312	16			0	50	Cement	10-pack
400	540	26	Perforated	A53B	.312	16	Milled Slots	0.080	50	800	Gravel	1/4 x 10
540	580	26	Solid	A53B	.312	16						
580	600	26	Perforated	A53B	.312	16	Milled Slots	0.080				

**Attachments**

☐ Geologic Log

☐ Well Construction Diagram

☐ Geophysical Log(s)

☐ Soil/Water Chemical Analysis

☐ Other

**Certification Statement**

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

Name Rothman Drilling Co.

40471 N. Division Street Lancaster CA 93536

Signed [Signature] City 1/2/09 State 316580 Zip 29

C-57 Licensed Water Well Contractor Date Signed C-57 License Number



# EXHIBIT “D”

**Tapia Irrigation - Untreated**  
2000-2004

**2000**

Inv. Date	Invoice #	AP	Meter
3/31/2000	1440	48.75	7.5R
4/30/2000	1568	102.75	7.5R
5/31/2000	1685	32.7	7.5R
	1686	29.14	13.8R
	1687	21.74	14.9R
6/30/2000	1806	124.48	7.5R
	1807	24.15	13.8R
	1808	19.97	14.9R
7/31/2000	1926	214.41	7.5R
	1927	57.56	13.8R
	1928	40.38	14.9R
8/31/2000	2049	73.37	7.5R
	2050	50.72	13.8R
	2051	35.34	14.9R
9/30/2000	2168	27.95	13.8R
	2281	0.5	14.9R
		<u>903.91</u>	

**2001**

Inv. Date	Invoice #	AP	Meter
3/30/2001	2841	16.69	7.5R
4/30/2001	2963	63.71	7.5R
	2970	2.03	13.8R
	2974	29.28	11.6R
5/31/2001	3098	77.53	7.5R
	3099	5.62	13.8R
	3100	20.73	14.91R
	3112	54.17	11.6R
6/29/2001	3196	74.5	7.5R
	3197	19.77	13.8R
	3198	24.49	14.9R
7/31/2001	3346	215.32	7.5R
	3347	45.83	13.8R
	3354	52.19	14.9R
8/31/2001	3403	38.00	13.8R
	3406	50.95	14.9R
	3489	147.59	7.5R
9/30/2001	3600	12.52	13.8R
	3602	53.1	14.9R
	3605	20.00	7.5R
10/31/2001	3727	0.69	13.8R
11/30/2001	3856	30.27	7.0L
		<u>1054.98</u>	

2003

Inv. Date	Invoice #	AF	Meter
1/31/2003	5428	21.95	6.6R
2/28/2003	5545	2.15	6.6R
3/31/2003	5640	26.55	6.6R
4/30/2003	5747	28.7	6.6R
5/30/2003	5857	24.09	6.6R
	5866	3.07	13.8R
	5867	11.5	14.9R
6/30/2003	5972	92.24	6.6R
	5982	22.34	13.8R
	5983	33.19	14.9R
7/31/2003	6108	80.32	6.6R
	6118	33.75	13.8R
	6119	39.99	14.9R
8/31/2003	6225	37.11	6.6R
	6235	36.34	13.8R
	6236	57.58	14.9R
9/30/2003	6350	10.87	13.8R
10/31/2003	6467	0.50	13.8R
		<u>562.24</u>	



## AVEK Water Agency - 2014

## Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
6/30/99	420300	381	Irrigation pipeline -untreated		12,400.74	187.89
	420300		On time payment credit	348.63		116.21
	152000		Tapia Brothers Inc 11.6R2	12,052.11		
6/30/99	420300	382	Irrigation pipeline -untreated		1,439.46	21.81
	420300		On time payment credit	17.10		5.70
	152000		Tapia Brothers Inc 13.8R	1,422.36		
6/30/99	420300	383	On time payment credit	23.31		7.77
	152000		Tapia Brothers Inc 14.9R1 SO	23.31		
6/30/99	420300	380	Irrigation pipeline -untreated		7,896.90	119.65
	420300		On time payment credit	120.90		40.30
	152000		Tapia Brothers Inc 7.5R	7,776.00		
7/30/99	420300	523	Irrigation pipeline -untreated		7,344.48	111.28
	420300		On time payment credit	358.95		119.65
	152000		Tapia Brothers Inc 7.5R	6,985.53		
7/30/99	420300	524	Irrigation pipeline -untreated		8,378.70	126.95
	420300		On time payment credit	563.67		187.89
	152000		Tapia Brothers Inc 11.6R2	7,815.03		
7/30/99	420300	525	Irrigation pipeline -untreated		1,811.04	27.44
	420300		On time payment credit	65.43		21.81
	152000		Tapia Brothers Inc 13.8R	1,745.61		
7/30/99	420300	526	Irrigation pipeline -untreated		3,571.92	54.12
	152000		Tapia Brothers Inc 14.9R1 SO	3,571.92		
8/31/99	420300	641	Irrigation pipeline -untreated		8,192.58	124.13
	420300		On time payment credit	333.84		111.28
	152000		Tapia Brothers Inc 7.5R	7,858.74		
8/31/99	420300	642	Irrigation pipeline -untreated		1,734.48	26.28
	420300		On time payment credit	380.85		126.95
	152000		Tapia Brothers Inc 11.6R2	1,353.63		
8/31/99	420300	643	Irrigation pipeline -untreated		2,685.54	40.69
	420300		On time payment credit	82.32		27.44
	152000		Tapia Brothers Inc 13.8R	2,603.22		
8/31/99	420300	644	Irrigation pipeline -untreated		4,134.24	62.64
	420300		On time payment credit	162.36		54.12
	152000		Tapia Brothers Inc 14.9R1 SO	3,971.88		
9/30/99	420300	726	Irrigation pipeline -untreated		127.38	1.93
	152000		Tapia Brothers Inc 11.6R2	127.38		
9/30/99	420300	727	Irrigation pipeline -untreated		946.44	14.34
	152000		Tapia Brothers Inc 13.8R	946.44		
9/30/99	420300	728	Irrigation pipeline -untreated		1,917.96	29.06

# AVEK Water Agency - 2014 Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 SO. Report order is by Invoice/CMI Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CMI #	Line Description	Debit Amount	Credit Amount	Qty
10/31/99	420300	881	Tapia Brothers Inc 14,9R1 SO	1,917.96		
	420300		Irrigation pipeline -untreated		33.00	0.50
	420300		On time payment credit	5.79		1.53
	152000		Tapia Brothers Inc 11,6R2	27.21		
10/31/99	420300	882	Irrigation pipeline -untreated		49.50	0.75
	420300		On time payment credit	43.02		14.34
	152000		Tapia Brothers Inc 13,8R	6.48		
10/31/99	420300	883	On time payment credit	87.18		29.06
	152000		Tapia Brothers Inc 14,9R1 SO		87.18	
11/30/99	420300	989	Irrigation pipeline -untreated		33.00	0.50
	420300		On time payment credit	1.50		0.50
	152000		Tapia Brothers Inc 11,6R2	31.50		
11/30/99	420300	990	On time payment credit	2.25		0.75
	152000		Tapia Brothers Inc 13,8R		2.25	
12/31/99	420300	1101	Irrigation pipeline -untreated		33.00	0.50
	420300		On time payment credit	1.50		0.50
	152000		Tapia Brothers Inc 11,6R2	31.50		
3/31/00	420300	1440	Irrigation pipeline -untreated		3,216.84	48.74
	152000		Tapia Brothers Inc 7,5R	3,216.84		
4/30/00	420300	1568	Irrigation pipeline -untreated		6,781.50	102.75
	420300		On time payment credit	146.22		48.74
	152000		Tapia Brothers Inc 7,5R	6,635.28		
5/31/00	420300	1685	Irrigation pipeline -untreated		2,158.20	32.70
	152000		Tapia Brothers Inc 7,5R	2,158.20		
5/31/00	420300	1686	Irrigation pipeline -untreated		1,923.24	29.14
	152000		Tapia Brothers Inc 13,8R	1,923.24		
5/31/00	420300	1687	Irrigation pipeline -untreated		1,434.84	21.74
	152000		Tapia Brothers Inc 14,9R1 SO	1,434.84		
6/30/00	420300	1806	Irrigation pipeline -untreated		8,215.68	124.48
	420300		On time payment credit	98.10		32.70
	152000		Tapia Brothers Inc 7,5R	8,117.58		
6/30/00	420300	1807	Irrigation pipeline -untreated		1,593.90	24.15
	420300		On time payment credit	87.42		29.14
	152000		Tapia Brothers Inc 13,8R	1,506.48		
6/30/00	420300	1808	Irrigation pipeline -untreated		1,318.02	19.97
	420300		On time payment credit	65.22		21.74
	152000		Tapia Brothers Inc 14,9R1 SO	1,252.80		
7/31/00	420300	1925	Irrigation pipeline -untreated		14,151.06	214.41

# AVEK Water Agency - 2014 Sales Journal

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.  
For the Period From Jan 1, 1997 to Jun 30, 2015

Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
	152000		Tapia Brothers Inc 7.5R	14,131.06		
7/31/00	420300	1927	Irrigation pipeline -untreated Tapia Brothers Inc 13.8R	3,798.96	3,798.96	57.56
7/31/00	420300	1928	Irrigation pipeline -untreated Tapia Brothers Inc 14.9R1 SO	2,665.08	2,665.08	40.38
8/31/00	420300	2049	Irrigation pipeline -untreated Tapia Brothers Inc 7.5R	4,842.42	4,842.42	73.37
8/31/00	420300	2050	Irrigation pipeline -untreated Tapia Brothers Inc 13.8R	3,347.52	3,347.52	50.72
8/31/00	420300	2051	Irrigation pipeline -untreated Tapia Brothers Inc 14.9R1 SO	2,332.44	2,332.44	35.34
9/30/00	420300	2167	On time payment credit Tapia Brothers Inc 6.0R	220.11	220.11	73.37
9/30/00	420300	2168	Irrigation pipeline -untreated On time payment credit Tapia Brothers Inc 13.8R	152.16 1,692.54	1,844.70	27.95 50.72
9/30/00	420300	2169	On time payment credit Tapia Brothers Inc 14.9R1 SO	106.02	106.02	35.34
10/71/00	420300	2281	Irrigation pipeline -untreated Tapia Brothers Inc 14.9R1 SO	33.00	33.00	0.50
3/30/01	420300	2841	Irrigation pipeline -untreated Tapia Brothers Inc 7.5R	1,101.54	1,101.54	16.69
4/30/01	420300	2963	Irrigation pipeline -untreated On time payment credit Tapia Brothers Inc 7.5R	50.07 4,154.79	4,204.86	63.71 16.69
4/30/01	420300	2970	Irrigation pipeline -untreated Tapia Brothers Inc 13.8R	133.98	133.98	2.03
4/30/01	420300	2974	Irrigation pipeline -untreated Tapia Brothers Inc 11.6R3	1,932.48	1,932.48	29.28
5/24/01	410400	2990	Dry Year Water Purchase 2001 Deposit - Dry Year 2001 Water Tapia Brothers Inc 9.001D	7,500.00 8,650.40	16,150.40	160.60
5/31/01	420300	3098	Irrigation pipeline -untreated May On time payment credit Tapia Brothers Inc 7.5R	191.13 4,925.85	5,116.98	77.53 63.71
5/31/01	420300	3099	Irrigation pipeline -untreated		370.92	5.62

## AVEK Water Agency - 2014

## Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO). Report order is by Invoice/Cm Date. Report is printed in Detail Format.

Date	Account ID	Invoice/Cm #	Line Description	Debit Amount	Credit Amount	Qty
	420300		May			
	152000		On time payment credit	6.09		2.03
			Tapia Brothers Inc 13.8R	364.83		
5/31/01	420300	3100	Irrigation pipeline -untreated		1,368.18	20.73
	152000		May			
			Tapia Brothers Inc 14.9R1 SO	1,368.18		
5/31/01	420300	3112	Irrigation pipeline -untreated		3,575.22	54.17
	152000		May			
			Tapia Brothers Inc 11.6R3	3,575.22		
6/29/01	420300	3196	Irrigation pipeline -untreated		4,917.00	74.50
	420300		June			
	152000		On time payment credit	232.59		77.53
			Tapia Brothers Inc 7.5R	4,684.41		
6/29/01	420300	3197	Irrigation pipeline -untreated		1,304.82	19.77
	420300		June			
	152000		On time payment credit	16.86		5.62
			Tapia Brothers Inc 13.8R	1,287.96		
6/29/01	420300	3198	Irrigation pipeline -untreated		1,616.34	24.49
	420300		June			
	152000		On time payment credit	62.19		20.73
			Tapia Brothers Inc 14.9R1 SO	1,554.15		
7/31/01	420300	3346	Irrigation pipeline -untreated		14,211.12	215.32
	420300		July			
	152000		On time payment credit	223.50		74.50
			Tapia Brothers Inc 7.5R	13,987.62		
7/31/01	420300	3347	Irrigation pipeline -untreated		3,024.78	45.83
	420300		July			
	152000		On time payment credit	59.31		19.77
			Tapia Brothers Inc 13.8R	2,965.47		
7/31/01	420300	3354	Irrigation pipeline -untreated		3,444.54	52.19
	420300		July			
	152000		On time payment credit	73.47		24.49
			Tapia Brothers Inc 14.9R1 SO	3,371.07		
8/31/01	420300	3403	Irrigation pipeline -untreated		2,508.00	38.00
	420300		Aug			
	152000		On time payment credit	137.49		45.83
			Tapia Brothers Inc 13.8R	2,370.51		
8/31/01	420300	3406	Irrigation pipeline -untreated		3,352.70	50.95
	420300		Aug			
	152000		On time payment credit	156.57		52.19
			Tapia Brothers Inc 14.9R1 SO	3,206.13		
8/31/01	420300	3489	Irrigation pipeline -untreated		9,740.94	147.59

## AVEK Water Agency - 2014

## Sales Journal

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,981 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

For the Period From Jan 1, 1997 to Jun 30, 2015

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
			Aug			
	420300		On time payment credit	645.96		215.52
	152000		Tapia Brothers Inc 7.5R	9,094.98		
9/30/01	420300	3600	Irrigation pipeline -untreated		826.32	12.52
	420300		Sept			
	152000		On time payment credit	114.00		38.00
			Tapia Brothers Inc 13.8R	712.32		
9/30/01	420300	3602	Irrigation pipeline -untreated		3,504.60	53.10
	420300		Sept			
	152000		On time payment credit	152.85		50.95
			Tapia Brothers Inc 14.9R1 SO	3,351.75		
9/30/01	420300	3605	Irrigation pipeline -untreated		1,320.00	20.00
	420300		Sept			
	152000		On time payment credit	442.77		147.59
			Tapia Brothers Inc 7.5R	877.23		
10/31/01	420300	3727	Irrigation pipeline -untreated		45.54	0.69
	420300		Oct			
	152000		On time payment credit	37.56		12.52
			Tapia Brothers Inc 13.8R	7.98		
10/31/01	420200	3735	On time payment credit	159.30	159.30	53.10
	152000		Tapia Brothers Inc 14.9R1 SO			
1/30/01	420300	3856	Irrigation pipeline -untreated		1,997.82	30.27
	152000		Nov 2801			
			Tapia Brothers Inc 7.0L	1,997.82		
12/31/01	420300	3946	On time payment credit	90.81	90.81	38.27
	152000		Tapia Brothers Inc 7.0L			
1/7/02	410400	4286	Tapia Brothers Inc 6.0R	16,158.40	16,150.40	
	152000		Irrigation pipeline -untreated			
			Feb 2802			
2/28/02	420300	4151	Tapia Brothers Inc 6.6R	12,428.94	12,428.94	70.22
	152000		Irrigation pipeline -untreated			
			March 2002			
3/29/02	420300	4256	On time payment credit	210.66	17,508.84	98.92
	152000		Tapia Brothers Inc 6.6R	17,298.18		70.22
3/29/02	420300	4270	Irrigation pipeline -untreated		8,051.73	45.49
	152000		March 2002			
			Tapia Brothers Inc 7.5R	8,051.73		
3/29/02	420300	4271	Irrigation pipeline -untreated		1,361.13	7.69
	152000		March 2002			
			Tapia Brothers Inc 14.9R1 SO	1,361.13		

AVEK Water Agency - 2014  
Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015  
Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14.9R1 (SO). Report order is by Invoice/CMI Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CMI #	Line Description	Debit Amount	Credit Amount	Qty
4/30/02	420300	4343	Irrigation pipeline -untreated April 2002		7,333.11	41.43
	420300		On time payment credit	296.76		98.92
	152000		Tapia Brothers Inc 6.6R	7,036.35		
4/30/02	420300	4358	Irrigation pipeline -untreated April 2002		13,191.84	74.53
	420300		On time payment credit	136.47		45.49
	152000		Tapia Brothers Inc 7.5R	13,055.34		
4/30/02	420300	4359	Irrigation pipeline -untreated April 2002		4,387.03	24.39
	420300		On time payment credit	23.07		7.69
	152000		Tapia Brothers Inc 14.9R1 SO	4,293.96		
5/31/02	420300	4493	Irrigation pipeline -untreated May 2002		11,706.78	66.14
	420300		On time payment credit	124.29		41.43
	152000		Tapia Brothers Inc 6.6R	11,582.49		
5/31/02	420300	4492	Irrigation pipeline -untreated May 2002		16,064.52	90.76
	420300		On time payment credit	223.39		74.53
	152000		Tapia Brothers Inc 7.5R	15,840.93		
5/31/02	420300	4491	Irrigation pipeline -untreated May 2002		3,000.15	16.95
	420300		On time payment credit	73.17		24.39
	152000		Tapia Brothers Inc 14.9R1 SO	2,926.98		
5/31/02	420300	4508	Irrigation pipeline -untreated-April		3,161.22	17.86
	420300		Irrigation pipeline -untreated - May		3,948.87	22.31
	152000		Tapia Brothers Inc 11.6R3	7,110.09		
6/30/02	420300	4568	Irrigation pipeline -untreated June 2002		5,485.23	30.99
	420300		On time payment credit	120.51		40.17
	152000		Tapia Brothers Inc 11.6R3	5,364.72		
6/30/02	420300	4604	Irrigation pipeline -untreated June 2002		34,072.50	192.50
	420300		On time payment credit	198.42		66.14
	152000		Tapia Brothers Inc 6.6R	33,874.08		
6/30/02	420300	4617	Irrigation pipeline -untreated June 2002		18,792.09	106.17
	420300		On time payment credit	272.28		90.76
	152000		Tapia Brothers Inc 7.5R	18,519.81		
6/30/02	420300	4618	Irrigation pipeline -untreated		4,975.47	28.11

AVEK Water Agency - 2014  
Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015  
Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO), Report order is by Invoice/CM Date, Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
	420300		June 2002	50.85		16.95
	152000		On time payment credit			
			Tapia Brothers Inc 14,9R1 SO	4,924.62		
7/31/02	420300	4708	irrigation pipeline -untreated		8,035.80	45.40
	420300		July 2002	84.33		28.11
	152000		On time payment credit			
			Tapia Brothers Inc 14,9R1 SO	7,951.47		
7/31/02	420300	4709	irrigation pipeline -untreated		40,317.06	227.78
	420300		July 2002	318.51		106.17
	152000		On time payment credit			
			Tapia Brothers Inc 7.5R	39,998.55		
7/31/02	420300	4724	irrigation pipeline -untreated		34,555.71	195.23
	420300		July 2002	577.50		192.80
	152000		On time payment credit			
			Tapia Brothers Inc 6.6R	33,978.21		
7/31/02	420300	4733	irrigation pipeline -untreated		7,258.77	41.01
	420300		July 2002	92.97		30.99
	152000		On time payment credit			
			Tapia Brothers Inc 11.6R3	7,165.80		
8/31/02	420300	4809	irrigation pipeline -untreated		10,903.20	61.60
	420300		August 2002	123.03		41.01
	152000		On time payment credit			
			Tapia Brothers Inc 11.6R3	10,780.17		
8/31/02	420300	4802	irrigation pipeline -untreated		36,858.48	208.24
	420300		August 2002	683.34		227.78
	152000		On time payment credit			
			Tapia Brothers Inc 7.5R	36,175.14		
8/31/02	420300	4813	irrigation pipeline -untreated		9,706.68	54.84
	420300		August 2002	136.20		45.40
	152000		On time payment credit			
			Tapia Brothers Inc 14,9R1 SO	9,570.48		
8/31/02	420300	4801	irrigation pipeline -untreated		9,345.60	52.80
	420300		Aug 2002	585.69		195.23
	152000		On time payment credit			
			Tapia Brothers Inc 6.6R	8,759.91		
9/30/02	420300	4965	On time payment credit		158.40	52.80
	152000		Tapia Brothers Inc 6.6R		158.40	
9/30/02	420300	4977	On time payment credit		624.72	208.24
	420300		irrigation pipeline -untreated		4,640.94	26.72
	152000		Sept 2002			
			Tapia Brothers Inc 7.5R	4,016.22		
9/30/02	420300	4978	irrigation pipeline -untreated		2,660.31	15.03

**AVEK Water Agency - 2014  
Sales Journal**

For the Period From Jan 1, 1997 to Jun 30, 2015  
Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,981 (SO). Report order is by Invoice/Cm Date. Report is printed in Detail Format.

Date	Account ID	Invoice/Cm #	Line Description	Debit Amount	Credit Amount	Qty
	420300		Sep 2002	164.52		54.84
	152000		On time payment credit Tapia Brothers Inc 14,981 SO	2,495.79		
9/20/02	420300	5001	Irrigation pipeline -untreated		1,488.57	8.41
	420300		On time payment credit Tapia Brothers Inc 11,6R3	184.80		61.60
	152000			1,303.77		
10/11/02	420300	5067	On time payment credit Tapia Brothers Inc 11,6R3	25.23		8.41
	152000			25.23		
10/31/02	420300	5107	Irrigation pipeline -untreated Oct 2002		348.69	1.97
	420300		On time payment credit Tapia Brothers Inc 14,981 SO	45.09		15.03
	152000			303.60		
10/31/02	420300	5117	On time payment credit Tapia Brothers Inc 7.5R	78.66		26.22
	152000			78.66		
1/31/03	420300	5428	Irrigation pipeline -untreated Jan 2003		3,885.15	21.95
	152000		Tapia Brothers Inc 6,6R	3,885.15		
2/28/03	420300	5545	Irrigation pipeline -untreated Feb		380.55	2.15
	152000		Tapia Brothers Inc 6,6R	380.55		
3/31/03	420300	5640	Irrigation pipeline -untreated March 2003		4,699.35	26.55
	420300		On time payment credit Tapia Brothers Inc 6,6R	6.45		2.15
	152000			4,692.90		
4/30/03	420300	5747	Irrigation pipeline -untreated April 2003		5,079.90	28.70
	420300		On time payment credit Tapia Brothers Inc 6,6R	79.65		26.55
	152000			5,000.25		
4/30/03	420300	5768	Irrigation pipeline -untreated April 2003		3,009.00	17.00
	152000		Tapia 9,0LB	3,009.00		
5/30/03	420300	5857	Irrigation pipeline -untreated May 2003		4,263.93	24.09
	420300		On time payment credit Tapia Brothers Inc 6,6R	86.10		28.70
	152000			4,177.83		
5/30/03	420300	5866	Irrigation pipeline -untreated May 2003		543.39	3.07
	152000		Tapia Brothers Inc 13,8R	543.39		
5/30/03	420300	5867	Irrigation pipeline -untreated May 2003		2,035.50	11.50
	152000		Tapia Brothers Inc 14,981 SO	2,035.50		



AVEK Water Agency - 2014  
Sales Journal  
For the Period From Jan 1, 1997 to Jun 30, 2015  
Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
5/30/03	420300	5875	Irrigation pipeline -untreated May 2003		6,879.99	38.87
	152000		Tapia 9 OLB	6,879.99		
6/30/03	420300	5972	Irrigation pipeline -untreated June 2003		16,145.94	91.22
	420300		Irrigation pipeline -untreated Priority two water for June 2003		88.74	1.02
	420300		On time payment credit	72.27		24.09
	152000		Tapia Brothers Inc 6.6R	16,162.41		
6/30/03	420300	5982	Irrigation pipeline -untreated June 2003		3,954.18	22.34
	420300		On time payment credit	9.21		3.07
	152000		Tapia Brothers Inc 13.8R	3,944.97		
6/30/03	420300	5983	Irrigation pipeline -untreated June 2003		\$,874.63	33.19
	420300		On time payment credit	34.50		11.50
	152000		Tapia Brothers Inc 14.9R1 SO	5,840.13		
6/30/03	420300	5990	Irrigation pipeline -untreated June 2003		8,207.49	46.37
	420400		On time payment credit	116.61		38.87
	152000		Tapia 9 OLB	8,090.88		
7/31/03	420300	6106	Irrigation pipeline -untreated July 2003 Priority Two Water		6,987.84	80.32
	420300		On time payment credit	276.72		92.24
	152000		Tapia Brothers Inc 6.6R	6,711.12		
7/31/03	420300	6116	Irrigation pipeline -untreated July 2003 Priority Two Water		2,936.25	33.75
	420300		On time payment credit	67.02		22.34
	152000		Tapia Brothers Inc 13.8R	2,869.23		
7/31/03	420300	6119	Irrigation pipeline -untreated July 2003 Priority Two Water		3,479.13	39.99
	420300		On time payment credit	99.57		33.19
	152000		Tapia Brothers Inc 14.9R1 SO	3,379.56		
7/31/03	420300	6126	Irrigation pipeline -untreated July 2003 Priority Two Water		9,436.02	108.46
	420300		On time payment credit	139.11		46.37
	152000		Tapia 9 OLB	9,296.91		
8/31/03	420300	6215	Irrigation pipeline -untreated August 2003 Priority 2 water		3,228.57	37.11
	420300		On time payment credit	240.96		80.32
	152000		Tapia Brothers Inc 6.6R	2,987.61		
8/31/03	420300	6235	Irrigation pipeline -untreated		3,461.56	36.34

AVEK Water Agency - 2014  
Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO). Report order is by Invoice/CN Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CN #	Line Description	Debit Amount	Credit Amount	Qty
	420300		August 2003	181.25		33.75
	152000		On time payment credit			
			Tapia Brothers Inc 13.8R	3,060.33		
8/31/03	420300	6236	Irrigation pipeline -untreated		5,009.46	57.58
	420200		August 2003	119.97		38.99
	152000		On time payment credit			
			Tapia Brothers Inc 14.9R1 SO	4,889.49		
8/31/03	420300	6245	Irrigation pipeline -untreated		11,676.27	134.21
	420400		August 2003 Priority 2 water	325.38		108.46
	152000		On time payment credit			
			Tapia 9.OLB	11,350.89		
9/30/03	420300	6340	On time payment credit			
	152000		Tapia Brothers Inc 6.6R	111.33	111.33	37.11
9/30/03	420300	6350	Irrigation pipeline -untreated		945.69	10.87
	420300		Sept 2003 Priority 2 water	109.02		36.34
	152000		On time payment credit			
			Tapia Brothers Inc 13.8R	836.67		
9/30/03	420300	6351	On time payment credit			
	152000		Tapia Brothers Inc 14.9R1 SO	172.74	172.74	57.58
9/30/03	420300	6357	Irrigation pipeline -untreated		495.98	5.70
	420200		Sept 2003 priority 2 water	402.63		134.21
	152000		On time payment credit			
			Tapia 9.OLB	93.27		
10/31/03	420300	6467	Irrigation pipeline -untreated		43.50	0.50
	420300		Oct 2003 Priority 2 water	32.61		10.87
	152000		On time payment credit			
			Tapia Brothers Inc 13.8R	10.89		
10/31/03	420300	6473	On time payment credit			
	152000		Tapia 9.OLB	17.10	17.10	5.78
11/31/04	420300	6742	Irrigation pipeline -untreated Jan 2004		9,634.80	51.80
	152000		Tapia Brothers Inc 11.6R2	9,634.80		
2/29/04	420300	6849	Irrigation pipeline -untreated		6,870.84	36.94
	420200		Feb 2004	155.40		51.80
	152000		On time payment credit			
			Tapia Brothers Inc 11.6R3	6,715.44		
3/29/04	420300	6893	Irrigation pipeline -untreated		444.54	2.39
	152000		Feb 2004			
			Tapia Brothers Inc 5.6R	444.54		
3/31/04	420300	6960	Irrigation pipeline -untreated		8,003.82	47.87
			March 2004 Priority 1 water			

## AVEK Water Agency - 2014

## Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14.9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
	420300		Irrigation pipeline -untreated		2,225.28	23.18
	420400		March 2004 Priority 2 Water	110.82		36.94
	152000		On time payment credit	11,018.28		
3/31/04	420300	6091	Tapia Brothers Inc 11.6R3		11,346.00	61.00
			Irrigation pipeline -untreated			
			March 2004			
	420300		On time payment credit	7.17		2.39
	152000		Tapia Brothers Inc 6.6R	11,338.83		
4/30/04	420300	7106	Irrigation pipeline -untreated		10,493.76	109.31
	420300		April 2004 Priority 2 Water	183.00		61.00
	152000		On time payment credit	10,310.76		
4/30/04	420300	7107	Tapia Brothers Inc 6.6R		5,981.12	61.47
			Irrigation pipeline -untreated			
			April 2004 Priority 2 Water			
	152000		On time payment credit	5,901.12		
4/30/04	420300	7108	Tapia Brothers Inc 7.5R		4,804.80	50.05
			Irrigation pipeline -untreated			
			April 2004 Priority 2 Water	213.15		71.05
	152000		On time payment credit	4,591.65		
5/31/04	420300	7173	Tapia Brothers Inc 11.6R2		13,396.80	139.55
			Irrigation pipeline -untreated			
			May 2004 Priority 2 Water	150.15		50.05
	152000		On time payment credit	13,246.65		
5/31/04	420300	7206	Tapia Brothers Inc 11.6R3		6,503.04	67.74
			Irrigation pipeline -untreated			
			May 2004 Priority 2 Water	327.93		109.31
	152000		On time payment credit	6,175.11		
5/31/04	420300	7216	Tapia Brothers Inc 6.6R		5,675.52	59.12
			Irrigation pipeline -untreated			
			May 2004 Priority 2 Water	184.41		61.47
	152000		On time payment credit	5,491.11		
6/30/04	420300	7249	Tapia Brothers Inc 7.5R		14,562.24	151.69
			Irrigation pipeline -untreated			
			June 2004 Priority Two Water	418.65		139.55
	152000		On time payment credit	14,143.59		
6/30/04	420300	7283	Tapia Brothers Inc 11.6R3		13,727.04	142.99
			Irrigation pipeline -untreated			
			June 2004 Priority Two Water	203.22		67.74
	152000		On time payment credit	13,523.82		
6/30/04	420300	7293	Tapia Brothers Inc 6.6R		2,400.00	25.00
			Irrigation pipeline -untreated			
			June 2004 Priority Two Water	177.36		59.12
	152000		On time payment credit	2,222.64		

## AVEK Water Agency - 2014

## Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015  
 Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,981 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
7/31/04	420300	7401	Irrigation pipeline -untreated July 2004 Priority 2 water On time payment credit Tapia Brothers Inc 11.6R2	455.07 49,864.29	11,319.36	117.91 151.69
7/31/04	420300	7435	Irrigation pipeline -untreated July 2004 priority 2 water On time payment credit Tapia Brothers Inc 6.6R	428.97 26,866.71	27,295.68	284.11 142.99
7/31/04	420300	7446	Irrigation pipeline -untreated July 2004 Priority 2 water On time payment credit Tapia Brothers Inc 7.5R	75.00 8,209.80	8,284.80	86.30 25.00
8/31/04	420300	7517	Irrigation pipeline -untreated August 2004 Priority two On time payment credit Tapia Brothers Inc 11.6R3	353.73 259.71	613.44	6.39 117.91
8/31/04	420300	7552	Irrigation pipeline -untreated Aug 2004 Priority two On time payment credit Tapia Brothers Inc 6.6R	852.99 14,995.65	15,848.64	165.09 284.33
8/31/04	420300	7562	Irrigation pipeline -untreated Aug 2004 Priority two On time payment credit Tapia Brothers Inc 7.5R	258.90 7,151.34	7,410.24	77.19 86.30
9/30/04	420300	7631	Irrigation pipeline -untreated Sept 2004 priority two water On time payment credit Tapia Brothers Inc 11.6R3	19.17 28.83	48.00	0.50 6.39
9/30/04	420300	7666	Irrigation pipeline -untreated Sept 2004 priority two water On time payment credit Tapia Brothers Inc 6.6R	495.27 8,987.61	9,482.88	98.78 165.09
9/30/04	420300	7676	Irrigation pipeline -untreated Sept 2004 priority two water On time payment credit Tapia Brothers Inc 7.5R	231.57 1,306.35	1,537.92	16.02 77.19
9/30/04	420300	7687	Irrigation pipeline -untreated Aug 2004 Priority two water Irrigation pipeline -untreated Aug 2004 Priority Two water Tapia Brothers Inc 6.6R	15,848.64	10,643.52	110.87 165.09
10/31/04	420300	7691	Irrigation pipeline -untreated		5,205.12	328.54

AVEK Water Agency - 2014  
Sales Journal

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,981 (ISO). Report order is by Invoice/CM Date. Report is printed in Detail Format.  
For the Period From Jan 1, 1997 to Jun 30, 2015

Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
10/31/04	420300 152000	7752	Priority Two Water May, June, July, Aug and Sept 2004 On time payment credit Tapia	985.62 30,554.22	328.54	
10/31/04	420300 152000	7786	On time payment credit Tapia Brothers Inc 11.6R3	1.50	1.50	0.50
10/31/04	420300 152000	7793	On time payment credit Tapia Brothers Inc 6.6R	296.34	296.34	98.78
10/31/04	420300 152000	7796	On time payment credit Tapia Brothers Inc 7.5R	70.44	70.44	23.48
11/30/04	420300 152000	7908	On time payment credit Irrigation pipeline -untreated Nov 2004 Priority two water Tapia	48.06	48.06	16.02
12/31/04	420300 152000	8016	On time payment credit Tapia	87.36	87.36	0.91
3/31/05	420300 152000	8359	On time payment credit Irrigation pipeline -untreated March 2005 Priority Two Water Tapia Brothers Inc 7.5R	2.73	2.73	0.91
3/31/05	420300 152000	8361	Irrigation pipeline -untreated March 2005 Priority Two Water Tapia	5,647.50	5,647.50	45.18
4/30/05	420300 152000	8466	Irrigation pipeline -untreated April 2005 Priority two water Billed to Riner-Godde in error Tapia Brothers Inc 6.6R	62.50	62.50	0.50
4/30/05	420300 152000	8462	Irrigation pipeline -untreated April 2005 Priority two water Tapia Brothers Inc 7.5R	15,438.75	15,438.75	123.51
4/30/05	420400 152000	8463	On time payment credit Tapia	10,637.50	10,637.50	85.80
5/31/05	420300 152000	8541	Irrigation pipeline -untreated May 2005 Priority two water Billed to Riner-Godde in error Tapia Brothers Inc 6.6R	1.50	1.50	0.50
5/31/05	420300 152000	8543	Irrigation pipeline -untreated May 2005 Priority Two Tapia Brothers Inc 7.5R	5,302.50	5,302.50	42.42
				2,590.00	2,590.00	20.72

## AVEK Water Agency - 2014

## Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015  
 Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14 9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
5/31/05	420300	8536	Irrigation pipeline -untreated May 2005 Priority Two Water Tapia Brothers Inc 13.8R	723.75		5.79
6/30/05	420300	8654	Irrigation pipeline -untreated June 2005 Priority Two Water Billed to Ritter/Godde in error On time payment credit Tapia Brothers Inc 6.6R	9,926.25	79.41	
6/30/05	420300	8655	Irrigation pipeline -untreated June 2005 Priority Two Water Tapia Brothers Inc 7.0L	127.26	42.42	
6/30/05	420300	8659	Irrigation pipeline -untreated June 2005 Priority Two Water On time payment credit Tapia Brothers Inc 7.5R	9,798.99	0.50	
6/30/05	420300	8659	Irrigation pipeline -untreated June 2005 Priority Two Water On time payment credit Tapia Brothers Inc 7.5R	62.50	15,271.25	122.17
6/30/05	420300	8659	Irrigation pipeline -untreated June 2005 Priority Two Water On time payment credit Tapia Brothers Inc 7.5R	62.16	20.72	
6/30/05	420300	8665	Irrigation pipeline -untreated June 2005 Priority Two Water On time payment credit Tapia Brothers Inc 13.8R	15,299.09	1,284.00	10.28
7/31/05	420300	8777	Irrigation pipeline -untreated July 2005 Billed in error to Ritter/Godde On time payment credit Tapia Brothers Inc 6.6R	17.37	34,798.75	5.79
7/31/05	420300	8777	Irrigation pipeline -untreated July 2005 Billed in error to Ritter/Godde On time payment credit Tapia Brothers Inc 6.6R	1,267.63	278.39	
7/31/05	420300	8782	Irrigation pipeline -untreated July 2005 On time payment credit Tapia Brothers Inc 7.5R	238.23	79.41	
7/31/05	420300	8782	Irrigation pipeline -untreated July 2005 On time payment credit Tapia Brothers Inc 7.5R	34,560.52	257.76	
7/31/05	420300	8787	Irrigation pipeline -untreated July 2005 On time payment credit Tapia Brothers Inc 13.8R	368.51	122.17	
7/31/05	420300	8787	Irrigation pipeline -untreated July 2005 On time payment credit Tapia Brothers Inc 13.8R	31,853.49	38.76	
8/31/05	420300	8916	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	4,814.16	172.62	
8/31/05	420300	8924	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	30.84	278.39	
8/31/05	420300	8924	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	835.17	138.98	
8/31/05	420300	8924	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	16,772.07	257.76	
8/31/05	420300	8916	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	773.28	32.62	
8/31/05	420300	8916	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	13,402.68		
8/31/05	420300	8916	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	3,327.24		

## AVEK Water Agency - 2014

## Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
			Aug 2005			
	420300		On time payment credit	116.28		38.76
	152000		Tapia Brothers Inc 13.8R	3,210.96		
9/30/05	420300	9032	Irrigation pipeline -untreated		5,382.50	43.06
	420300		Sept 2005			
	152000		On time payment credit	517.86		172.62
			Tapia Brothers Inc 6.6R	4,864.64		
9/30/05	420300	9033	Irrigation pipeline -untreated		1,493.75	11.95
	420300		Sept 2005			
	152000		On time payment credit	416.94		138.98
			Tapia Brothers Inc 7.5R	1,076.81		
9/30/05	420300	9034	Irrigation pipeline -untreated		1,618.75	12.95
	420300		Sept 2005			
	152000		On time payment credit	97.86		32.62
			Tapia Brothers Inc 13.8R	1,520.89		
9/30/05	420300	9047	Irrigation pipeline -untreated		2,241.96	21.98
	420300		Sept 2005			
	152000		On time payment credit	161.67		53.89
			Tapia Brothers Inc 14.9R1 SO	2,080.29		
10/31/05	420300	9154	On time payment credit	129.18		43.06
	152000		Tapia Brothers Inc 6.6R		129.18	
10/31/05	420300	9155	On time payment credit	35.85		11.95
	152000		Tapia Brothers Inc 7.5R		35.85	
10/31/05	420300	9156	Irrigation pipeline -untreated Oct 2005		281.52	2.76
	420300		On time payment credit	38.85		12.95
	152000		Tapia Brothers Inc 13.8R	242.67		
10/31/05	420300	9157	On time payment credit	65.94		21.98
	152000		Tapia Brothers Inc 14.9R1 SO		65.94	
11/30/05	420300	9235	On time payment credit	8.28		2.76
	152000		Tapia Brothers Inc 13.8R		8.28	
11/30/05	420300	9234	Irrigation pipeline -untreated Nov 2005		51.00	0.50
	152000		Tapia Brothers Inc 14.9R1 SO		51.00	
12/31/05	420300	9416	Irrigation pipeline -untreated Dec 2005		3,653.64	38.82
	420300		On time payment credit	30.84		10.28
	152000		Tapia Brothers Inc 13.8R	3,622.80		
12/31/05	420300	9417	Dec 2005		51.00	0.50
	420300		On time payment credit	1.59		0.50
	152000		Tapia Brothers Inc 14.9R1 SO	49.50		

## AVEK Water Agency - 2014

## Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015  
 Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14.9R1 (SO). Report order is by Invoice/CMI Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CMI #	Line Description	Debit Amount	Credit Amount	Qty
4/30/06	420300	9830	Irrigation pipeline -untreated Apr 2006 Tapia Brothers Inc 14.9R1 SO	65.00	0.50	
	152000			65.00		
5/31/06	420300	9911	Irrigation pipeline -untreated May 2006 On time payment credit Tapia Brothers Inc 14.9R1 SO	247.00	1.90	
	420300			1.50	0.50	
	152000			245.50		
6/30/06	420300	10019	Irrigation pipeline -untreated June 2006 On time payment credit Tapia Brothers Inc 14.9R1 SO	3,759.60	28.92	
	420300			5.70	1.90	
	152000			3,753.90		
7/31/06	420300	10111	Irrigation pipeline -untreated July 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	8,784.10	67.57	
	420300			86.76	28.92	
	152000			8,697.34		
8/31/06	420300	10218	Irrigation pipeline -untreated July 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	8,568.60	68.22	
	420300			292.71	67.57	
	152000			8,665.89		
9/30/06	420300	10328	Irrigation pipeline -untreated Sept 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	4,620.20	35.54	
	420300			204.66	68.22	
	152000			4,415.54		
10/31/06	420300	10441	Irrigation pipeline -untreated Oct 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	204.10	1.57	
	420300			106.62	35.54	
	152000			97.48		
11/30/06	420300	10548	Irrigation pipeline -untreated Nov 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	65.00	0.50	
	420300			4.71	1.57	
	152000			60.29		
12/31/06	420300	10658	Irrigation pipeline -untreated Dec 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	65.00	0.50	
	420300			1.50	0.50	
	152000			63.50		
1/30/07	420300	11076	Irrigation pipeline -untreated April 2007 priority two rate Tapia Brothers Inc 14.9R1 SO	65.00	0.50	
	420300			65.00		
	152000					
5/31/07	420300	11185	Irrigation pipeline -untreated May 2007 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	3,814.20	29.34	
	420300			1.50	0.50	
	152000			3,812.70		



AVEK Water Agency - 2014  
Sales Journal

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.  
For the Period From Jan 1, 1997 to Jun 30, 2015

Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
6/30/07	420300	11327	Irrigation pipeline -untreated June 2007 priority two rate Tapia Brothers Inc 14.9R1 SO	6,398.60	6,398.60	49.22
7/31/07	420300	11446	Irrigation pipeline -untreated July 2007 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	12,538.50	147.66	96.45
8/31/07	420300	11512	Irrigation pipeline -untreated Aug 2007 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	11,044.80	12,390.84	49.22
9/30/07	420300	11623	Irrigation pipeline -untreated Sept 2007 priority two rate Tapia Brothers Inc 14.9R1 SO	6,006.00	289.35	96.45
10/31/07	420300	11731	Irrigation pipeline -untreated Oct 2007 priority two rate Tapia Brothers Inc 14.9R1 SO	65.00	6,006.00	46.20
4/30/08	420300	12426	Irrigation pipeline -untreated April 2008 Tapia Brothers Inc 14.9R1 SO	3,782.31	65.00	17.43
5/31/08	420300	12508	Irrigation pipeline -untreated May 2008 Tapia Brothers Inc 14.9R1 SO	4,439.82	3,782.31	20.46
6/30/08	420300	12633	Irrigation pipeline -untreated June 2008 Tapia Brothers Inc 14.9R1 SO	5,815.60	4,439.82	26.80
7/31/08	420300	12749	Irrigation pipeline -untreated July 2008 Tapia Brothers Inc 14.9R1 SO	17,848.25	5,815.60	82.25
8/31/08	420300	12865	Irrigation pipeline -untreated Aug 2008 Tapia Brothers Inc 14.9R1 SO	16,266.32	17,848.25	74.96
9/30/08	420300	12980	Irrigation pipeline -untreated Sept 2008 Tapia Brothers Inc 14.9R1 SO	9,793.21	16,266.32	45.13
10/31/08	420300	13095	Irrigation pipeline -untreated Oct 2008 Tapia Brothers Inc 14.9R1 SO	108.50	9,793.21	0.50
11/30/08	420300	13204	Irrigation pipeline -untreated Nov 2008	108.50	108.50	0.50

## AVEK Water Agency - 2014

## Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015

Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14.9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
	152800		Tapia Brothers Inc 14.9R1 SO	108.50		
12/31/08	420300	13314	Irrigation pipeline -untreated Dec 2008		108.50	0.50
	152800		Tapia Brothers Inc 14.9R1 SO	108.50		
1/31/09	420300	13438	Irrigation pipeline - untreated Jan 2009		112.50	0.50
	152800		Tapia Brothers Inc 14.9R1 SO	112.50		
4/1/09	420300	13619	Credit Memo for Invoice #9416 Tapia Brothers Inc 13.8R	3,622.80	3,622.80	
12/31/09	420300	14643	Irrigation pipeline - untreated Dec 2009		112.50	0.50
	152800		Tapia Brothers Inc 14.9R1 SO	112.50		
3/31/10	420300	14964	Irrigation pipeline - untreated March 2010		131.10	0.57
	152000		Tapia Brothers Inc 14.9R1 SO	131.10		
4/30/10	420300	15079	Irrigation pipeline -untreated April 2010		149.50	0.65
	152800		Tapia Brothers Inc 14.9R1 SO	149.50		
5/20/10	420300	15129	Invoice #14643 - 12/31/09	112.50		0.50
	420300		Invoice #14964 - 3/31/10	131.10		0.57
	420300		Invoice #15079 - 4/30/10	149.50		0.65
	152800		Tapia Brothers Inc 14.9R1 SO		391.10	
Total				1,234,502.10	1,234,502.10	



**Subject:** AV Watermaster Production Invoices-Tapia-Zamrzla-Ritter\_Derrick  
**Date:** Friday, January 25, 2019 at 11:47:02 AM Pacific Standard Time  
**From:** Angel Fitzpatrick  
**To:** bob@brumfield-haganlaw.com  
**Attachments:** CharlieTapia.pdf, image001.gif, JohnnyZamrzla.pdf, MarkRitter.pdf, OlinDerrick.pdf

Mr. Brumfield- I have attached (4) Antelope Valley Watermaster invoices for your various clients.

Angel Fitzpatrick  
Administration

Antelope Valley - East Kern Water Agency  
6500 W. Avenue N | Palmdale, CA 93551  
P: (661) 943-3201 | F: (661) 943-3204





## PRICE, POSTEL & PARMA LLP

*Counsellors at Law*

200 East Carrillo Street, Suite 400  
Santa Barbara, CA 93101-2190

Mailing Address: P.O. Box 99  
Santa Barbara, CA 93102-0099

[www.ppplaw.com](http://www.ppplaw.com)

Ph (805) 962-0011 Fax (805) 965-3978

Todd A. Anspoker  
Kristen M. R. Blabey  
Shannon D. Boyd  
Timothy M. Cary  
Melissa J. Fassett  
Ian M. Fisher  
Arthur R. Gaudi  
Cameron Goodman  
Christopher E. Hassell  
James H. Huxley, Jr.  
Eric P. Hvolboll  
Mark S. Mamon  
Steven K. McGuire

Timothy E. Mezzinger  
Shercef Mohamam  
Craig A. Patton  
Karen K. Peabody  
Kenneth J. Pontifex  
Paul A. Roberts  
Douglas D. Rossi  
Peter D. Slaughter  
Jeremy D. Stone  
David W. Van Horne  
C.E. Clup Wullbrandt  
Ryan D. Zick

Our File Number:  
236414

E-mail: [cap@ppplaw.com](mailto:cap@ppplaw.com)

CAMERON PARK OFFICE  
3330 Cameron Park Drive, Suite 100  
Cameron Park, CA 95682-7632  
Ph (805) 962-0011  
Fax (805) 965-3978

July 27, 2021

### VIA E-MAIL AND U.S. MAIL

Robert H. Brumfield, III  
Law Offices of Robert H. Brumfield  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301

[bob@brumfieldlawgroup.com](mailto:bob@brumfieldlawgroup.com)

Re: Delinquent RWAs and Other Judgment Violations – Zamrzla and Tapia

Dear Bob:

As you are aware, two of your clients—Zamrzla and Tapia—are delinquent in payment of substantial Assessments under the Judgment, and are also in non-compliance with other material provisions of the Judgment. Over the past several years, the Watermaster has attempted in good faith to resolve these matters by simply having your clients pay what they owe—in most instances less than what the Watermaster contends they owe—in order to avoid litigation. To date, neither Zamrzla nor Tapia has made any payment whatsoever, and both parties remain in non-compliance with other material provisions of the Judgment.

As such, please consider this letter as the Watermaster's final offer of settlement before initiating litigation to bring either or both of these matters to the Court's attention. Attached you will find draft motions for enforcement of the Judgment against Zamrzla and Tapia. If we do not finally resolve either matter within thirty (30) days of the date of this letter, the Watermaster Board has authorized me to file either or both of the attached motions in order to collect the

**Mr. Robert H. Brumfield**

Re: Delinquent RWAs and Other Judgment Violations – Zamrzla and Tapia

July 27, 2021

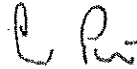
Page 2

delinquent Assessments, interest thereon, and attorneys' fees and costs of suit, and to seek the declaratory and injunctive relief requested therein.

I hope you are able to convince both of your clients to come into compliance with the terms of the Judgment. The offers that have been previously communicated by the Watermaster are substantially more favorable to your clients than what the Watermaster will seek—and most likely recover—in litigation.

I look forward to hearing from you.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'C. Parton'.

Craig A. Parton  
for PRICE, POSTEL & PARMA LLP

Attachments





**Subject:** AV Watermaster v. Tapia

**Date:** Thursday, October 7, 2021 at 4:37:00 PM Pacific Daylight Time

**From:** Robert H Brumfield

**To:** Craig A. Parton

**CC:** Cameron Goodman (cgoodman@ppplaw.com), Serena Bravo

Craig:

There are a lot of issues with the motion and the party you have filed against, but the long and short of it is the Tapia family would like to settle the bill so that they can either file a new production application or purchase water from a third party and have a transfer application approved.

The well is already metered and no production at all has occurred since 2019. The meter was installed in early 2019 after the Watermaster asked for such to be done.

On the monetary end, the Tapia family proposes a \$90,000 lump sum to cover the outstanding invoices.

Please advise.

Very Truly Yours,

Robert H. Brumfield, III  
Law Offices of Robert H. Brumfield  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301  
Tele (661) 316-3010 | Fax (661) 885-6090  
-and-  
325 Old Mammoth Road, A1  
P.O. Box 146  
Mammoth Lakes, CA 93546  
Tele (760) 914-4960 | Fax (661) 885-6090

[www.brumfieldlawgroup.com](http://www.brumfieldlawgroup.com)

**NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE DELETE THIS MESSAGE FROM YOUR COMPUTER AND IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE AT (661) 316-3010. THANK YOU.**

Please consider the environment before printing this e-mail.



**Subject:** AV Watermaster v. Tapia  
**Date:** Tuesday, October 12, 2021 at 2:40:39 PM Pacific Daylight Time  
**From:** Craig A. Parton  
**To:** Robert H Brumfield  
**CC:** Serena Bravo, Cameron Goodman  
**Attachments:** image001.jpg, Stip for Settlement\_v1.docx

Bob: In order to keep settlement discussions progressing, I am forwarding a template for a Stipulation and [Proposed] Order should we reach agreement on numbers. Attached is that proposed template for your review and comment. The process laid out in the attached Stipulation is the way I can recommend the Board proceed.

I am not able to discuss your offer with the Board until we have a closed session as part of the October 27<sup>th</sup> Board meeting. I can, though, tell you that your clients' \$90,000 offer is in my view not acceptable and will not be acceptable to the Board.

I would be able to recommend an agreement that had the following components:

1. Agreement to the terms of the attached Stipulation and [Proposed] Order.
2. Your clients pay all Administrative Assessments (para. 4b of the attached).
3. Your clients pay \$168,022.68 (a \$15,000 reduction from what is owed—para. 4a of the attached) for RWAs. [Note that the RWA numbers in our motion simply come from your clients' own documentation and calculations.]
4. Note that the attached Stipulation waives attorney's fees and costs and also saves your clients the costs involved in opposing our motion.
5. If we agree soon on these terms we can continue the November 12<sup>th</sup> hearing to a later date on the basis that there is a likelihood the Board will approve the terms set forth in this correspondence.

I am out of state the rest of the week but Cameron should be available to respond to anything that may arise.....Thanks Bob....Craig



PRICE, POSTEL & PARMA LLP

Craig A. Parton  
Price Postel & Parma LLP  
200 E Carrillo Street, Suite 400  
Santa Barbara, CA 93101  
T: 805.962.0011 (Main);  
T: 805.882-9822 (Direct)  
F: 805.965.3978

E: [cap@ppplaw.com](mailto:cap@ppplaw.com)  
Website: <http://ppplaw.com>

This message, including any attachments, is for the sole use of the intended recipient. It may contain material that is confidential or privileged. Any review or distribution by anyone other than the intended recipient, without the express permission of that person, is unauthorized and strictly prohibited. If you have received this message but you are not either the intended recipient or authorized to receive it for that person, please advise the sender and delete this message and any attachments without copying or forwarding.

**From:** Robert H Brumfield <[bob@brumfielddlawgroup.com](mailto:bob@brumfielddlawgroup.com)>  
**Sent:** Thursday, October 7, 2021 4:38 PM  
**To:** Craig A. Parton <[Cparton@ppplaw.com](mailto:Cparton@ppplaw.com)>  
**Cc:** Cameron Goodman <[cgoodman@ppplaw.com](mailto:cgoodman@ppplaw.com)>; Serena Bravo <[serena@brumfielddlawgroup.com](mailto:serena@brumfielddlawgroup.com)>  
**Subject:** AV Watermaster v. Tapia

Craig:

There are a lot of issues with the motion and the party you have filed against, but the long and short of it is the Tapia family would like to settle the bill so that they can either file a new production application or purchase water from a third party and have a transfer application approved.

The well is already metered and no production at all has occurred since 2019. The meter was installed in early 2019 after the Watermaster asked for such to be done.

On the monetary end, the Tapia family proposes a \$90,000 lump sum to cover the outstanding invoices.

Please advise.

Very Truly Yours,

Robert H. Brumfield, III  
Law Offices of Robert H. Brumfield  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301  
Tele (661) 316-3010 | Fax (661) 885-6090  
-and-  
325 Old Mammoth Road, A1  
P.O. Box 146  
Mammoth Lakes, CA 93546  
Tele (760) 914-4960 | Fax (661) 885-6090

[www.brumfielddlawgroup.com](http://www.brumfielddlawgroup.com)

**NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN**

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

Exempt from Filing Fees  
Government Code § 6103

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

**ANTELOPE VALLEY  
GROUNDWATER CASES**

AND ALL RELATED ACTIONS

Judicial Council Coordination  
Proceeding No. 4408

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

**STIPULATION AND [PROPOSED]  
ORDER FOR SETTLEMENT OF  
WATERMASTER'S MOTION FOR  
MONETARY, DECLARATORY AND  
INJUNCTIVE RELIEF AGAINST TAPIA**

Date: November 12, 2021  
Time: 9:00 a.m.  
Dept: By Courtcall

The Antelope Valley Watermaster ("Watermaster"), on the one hand, and [insert name], as Trustee[s] of the Charles and Nellie Tapia Family Trust established u/t/a dated January 12, 1990 ("C&N Trust"), [insert name], as Trustee[s] of the Felix and Eulalia Tapia Family Trust established u/t/a dated February 18, 1997 ("F&E Trust"), Tapia Bros., Inc., a California corporation ("Tapia Bros"), [names of all individual beneficiaries under the C&N Trust and the F&E Trust, and any individuals claiming any right to the underlying real property] (collectively, the "Tapia Individuals"), on the other, hereby agree and stipulate as follows:

1           1.       On or about September 29, 2021, the Watermaster filed a motion against C&N Trust  
2 (the "**Motion**") seeking monetary relief in an amount equal to all delinquent Replacement Water  
3 Assessments ("**RWAs**") owed by Tapia for the years 2018 and 2019 in the total amount of  
4 \$183,022.68, plus all delinquent Administrative Assessments ("**AAs**") for the year 2019 in the  
5 amount of \$492.38, plus accrued interest, plus attorneys' fees of \$3,433, and for declaratory and  
6 injunctive relief as is necessary to prohibit Tapia from producing any further groundwater from the  
7 Antelope Valley Adjudicated Basin ("**Basin**") until: (a) all such delinquent RWAs and AAs with  
8 interest and fees are paid in full, and (b) Tapia either ceases all further groundwater production or  
9 submits an application for New Production and installs meters on all wells.

10           2.       C&N Trust, F&E Trust, Tapia Bros and the Tapia Individuals (collectively, the  
11 "**Tapia Parties**") all claim some title, right or interest in and to the real property located in Kern  
12 County and identified by Assessor's Parcel Number 374-020-53-00-6 (the "**Property**"), and/or the  
13 groundwater rights associated therewith. The RWAs and AAs set forth in Paragraph 1 above relate  
14 to groundwater usage on the Property.

15           3.       The Tapia Parties acknowledge and agree that, pursuant to the December 23, 2015  
16 Judgment and Physical Solution ("**Judgment**"),<sup>1</sup> because the Property lies within the Basin, the  
17 Court has jurisdiction over the Tapia Parties with respect to the Property and the groundwater rights  
18 associated therewith. The Tapia Parties further acknowledge and agree that they currently have no  
19 rights to pump groundwater from the Basin.

20           4.       In order to settle this matter without further litigation, the parties hereto freely  
21 stipulate and agree that:

- 22                   (a)    By no later than [date], the Tapia Parties shall pay the Watermaster  
23                           \$[ ] in full satisfaction of delinquent RWAs owed by the  
24                           Tapia Parties for the years 2018 and 2019.

25  
26  
27  
28           <sup>1</sup> All capitalized terms not defined herein shall have the same meaning as set forth in the Judgment.

1 (b) By no later than [date], the Tapia Parties shall pay the Watermaster \$492.38,  
2 in full satisfaction of delinquent AAs owed by the Tapia Parties for the year  
3 2019.

4 (c) The Tapia Parties shall immediately cease pumping any groundwater from  
5 the Basin, and shall not pump any groundwater from the Basin until: (i) they  
6 submit an application for New Production, and (ii) they install meters on all  
7 wells located on the Property that are compliant with the Judgment and all  
8 applicable Watermaster Rules and Regulations.

9 5. The Tapia Parties shall be jointly and severally liable for the obligations imposed  
10 upon the Tapia Parties in Paragraphs 4(a) – (c) above. Failure by the Tapia Parties to make any  
11 payments on time pursuant to Paragraphs 4(a) and 4(b) above, and/or the pumping of groundwater  
12 from the Basin by the Tapia Parties in violation of Paragraph 4(c) above, shall constitute a material  
13 breach of this Stipulation and grounds for enforcement pursuant to Paragraph 7 below.

14 6. The Watermaster agrees that if the Tapia Parties fully perform as set forth in  
15 Paragraphs 4(a) and 4(b) above, the Watermaster shall forever waive any claims it has or may have  
16 in the future with respect to collection of delinquent RWAs for 2018 and 2019, delinquent AAs for  
17 2019, interest thereon, and/or attorneys' fees and costs related to collection thereof.

18 7. If the Tapia Parties fail to perform as agreed in Paragraphs 4 above, the parties  
19 hereto authorize the Court, upon an ex parte application submitted by Plaintiff, with forty-eight (48)  
20 hours' notice to the Tapia Parties, supported by a declaration setting forth the nature and extent of  
21 the Tapia Parties' noncompliance, to:

22 (a) Enter judgment in favor of the Watermaster for all amounts not timely paid in  
23 accordance with Paragraphs 4(a) and 4(b) above;

24 (b) Enter judgment awarding declaratory and injunctive relief enjoining the  
25 Tapia Parties from pumping any groundwater from the Basin until: (i) the  
26 Tapia Parties submit an application for New Production, and (ii) the Tapia  
27 Parties install meters on all wells that are compliant with the Judgment and  
28 all applicable Watermaster Rules and Regulations; and

1 (c) Enter judgment in favor of the Watermaster for all attorneys' fees and costs  
2 incurred by the Watermaster in relation to the Motion and enforcement of  
3 this Stipulation.

4 8. Except as otherwise provided in this Stipulation, the parties hereto shall bear their  
5 own fees and costs associated with the Motion and entering into this Stipulation.

6 9. The Tapia Parties each expressly acknowledge and agree that they have had a  
7 reasonable opportunity to discuss this matter and specifically this Stipulation with Robert H.  
8 Brumfield, who represents all of the Tapia Parties in this matter. The Tapia Parties acknowledge  
9 that they enter into this Stipulation freely, knowingly, and voluntarily to settle the matters set forth  
10 herein without further litigation. The Tapia Parties acknowledge that they have read this Stipulation  
11 in its entirety and fully understand its terms and consequences.

12 10. The parties agree that the above-entitled court retains jurisdiction to enforce the  
13 terms of this Stipulation and that this Stipulation is enforceable pursuant to Code of Civil Procedure  
14 sections 664.6.

15 11. The parties agree that this Stipulation may be executed in counterparts, and  
16 execution by facsimile shall be acceptable as an original.

17 *[Signatures on following page]*  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 **THE PARTIES HEREBY AGREE & STIPULATE TO THE ABOVE.**

2  
3 Date: \_\_\_\_\_

\_\_\_\_\_  
**Charles and Nellie Tapia Family Trust**  
established u/t/a dated January 12, 1990  
By: \_\_\_\_\_, Trustee

5  
6 Date: \_\_\_\_\_

\_\_\_\_\_  
**Felix and Eulalia Tapia Family Trust**  
established u/t/a dated February 18, 1997  
By: \_\_\_\_\_, Trustee

8  
9  
10 Date: \_\_\_\_\_

\_\_\_\_\_  
**Tapia Bros., Inc., a California corporation**  
By: Thomas Tapia, President/CEO

11  
12  
13 Date: \_\_\_\_\_

\_\_\_\_\_  
By: *[name of Tapia individual]*

14  
15 Date: \_\_\_\_\_

\_\_\_\_\_  
By: *[name of Tapia individual]*

16  
17 Date: \_\_\_\_\_

\_\_\_\_\_  
By: *[name of Tapia individual]*

18  
19  
20 **APPROVED AS TO FORM:**

21  
22 Date: \_\_\_\_\_

\_\_\_\_\_  
**PRICE, POSTEL & PARMA LLP**  
By Craig A. Parton  
Attorneys for Watermaster

23  
24  
25 Date: \_\_\_\_\_

\_\_\_\_\_  
**By Robert H. Brumfield**  
Attorney for Tapia Parties

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**[PROPOSED] ORDER**

**IT IS HEREBY ORDERED THAT:**

1. The Tapia Parties are to adhere to the terms of this Stipulation;
2. If the Tapia Parties fail to adhere to the terms of this Stipulation, then upon ex parte application by the Watermaster, and good cause shown, the Court will:
  - (a) Enter judgment in favor of the Watermaster for all amounts not timely paid in accordance with Paragraphs 4(a) and 4(b) of this Stipulation;
  - (b) Enter judgment awarding declaratory and injunctive relief enjoining the Tapia Parties from pumping any groundwater from the Basin until: (i) the Tapia Parties submit an application for New Production, and (ii) the Tapia Parties install meters on all wells that are compliant with the Judgment and all applicable Watermaster Rules and Regulations; and
  - (c) Enter judgment in favor of the Watermaster for all attorneys' fees and costs incurred by the Watermaster in relation to the Motion and enforcement of this Stipulation.

Date: \_\_\_\_\_

\_\_\_\_\_  
**HON. JACK KOMAR**



**Subject:** RE: AV Watermaster v. Tapia  
**Date:** Monday, October 25, 2021 at 11:15:00 AM Pacific Daylight Time  
**From:** Robert H Brumfield  
**To:** Craig A. Parton  
**CC:** Serena Bravo, Cameron Goodman  
**Attachments:** image001.jpg

Craig,

The Tapia's have agreed to purchase water from a third party (Ted Chester's client, Bruce Burrows) that will cover both 2018 and 2019 RWA's. Sounds like what we did for my client, Becky Derrick a few years ago.

I am confirming with Ted (and just left him a message).

Let me know from your end what we need to do to get this moving forward.

Thanks.

Very Truly Yours,

Robert H. Brumfield, III  
Law Offices of Robert H. Brumfield  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301  
Tele (661) 316-3010 | Fax (661) 885-6090  
-and-  
325 Old Mammoth Road, A1  
P.O. Box 146  
Mammoth Lakes, CA 93546  
Tele (760) 914-4960 | Fax (661) 885-6090

[www.brumfieldlawgroup.com](http://www.brumfieldlawgroup.com)

*NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE DELETE THIS MESSAGE FROM YOUR COMPUTER AND IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE AT (661) 316-3010. THANK YOU.*

Please consider the environment before printing this e-mail.

**From:** Robert H Brumfield  
**Sent:** Friday, October 22, 2021 3:05 PM



**Subject:** AV Watermaster v. Tapia  
**Date:** Tuesday, October 26, 2021 at 9:43:43 AM Pacific Daylight Time  
**From:** Craig A. Parton  
**To:** Robert H Brumfield, Serena Bravo  
**CC:** Cameron Goodman  
**Attachments:** image001.jpg

Bob:

Subject to consideration by the Board and the Watermaster Engineer, which will not occur until this Wednesday's closed session, your proposal below sounds potentially feasible under the following conditions:

1. The requirement in Paragraph 4.2 of the initial draft of the Stipulation (requiring payment of monetary RWAs by a date certain), would be replaced with a provision that the Tapia Parties (hereinafter "Tapia") shall obtain Watermaster approval of the proposed transfer, and consummate the transaction, by a date certain in order to meet its Replacement Obligations.
2. Tapia would remain subject to the provisions in Paragraphs 4.b and 4.c to (a) pay all past-due Administrative Assessments, and (b) submit a New Production application if they plan to continue producing groundwater from the Basin (NOTE: if Tapia no longer intends to produce groundwater, then we will need to include provisions requiring destruction of all wells on the property in accordance with the Watermaster Rules and Regulations).
3. We need your clients to provide the name(s) of the current trustee(s) of the trust, and all beneficiaries and other persons who claim any interest in the subject property and the water rights therein.
4. We need your feedback on any other terms of the draft Stipulation so that we can move this forward when we discuss with the Board during closed session tomorrow.

Please provide your response as soon as possible, and in no event later than tomorrow's (Wednesday) Board meeting....Craig



PRICE, POSTEL & PARMA LLP

Craig A. Parton  
Price Postel & Parma LLP  
200 E Carrillo Street, Suite 400  
Santa Barbara, CA 93101  
T: 805.962.0011 (Main);



**Subject:** RE: AV Watermaster v. Tapia  
**Date:** Tuesday, October 26, 2021 at 11:35:00 AM Pacific Daylight Time  
**From:** Robert H Brumfield  
**To:** Craig A. Parton  
**CC:** Cameron Goodman, Serena Bravo  
**Attachments:** image001.jpg

Hi, Craig. I did confirm with Ted Chester re the purchase of 441 acre feet and he is drafting the agreement between my clients and his.

On your questions:

1. The changes to 4.2 are agreeable. But, I don't see why the Tapis Bros. corporation is included. It seems to me that only the landowners will be included.
2. This is agreeable. I do not currently know the long-term intentions re water use.
3. I will try to get the trustee's names and/or the current owners if the property interests were indeed transferred out of the trusts (which is what I understand had happened).
4. I will carve out time this afternoon to look at the balance of the proposed stipulation.

Very Truly Yours,

Robert H. Brumfield, III  
Law Offices of Robert H. Brumfield  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301  
Tele (661) 316-3010 | Fax (661) 885-6090  
-and-  
325 Old Mammoth Road, A1  
P.O. Box 146  
Mammoth Lakes, CA 93546  
Tele (760) 914-4960 | Fax (661) 885-6090

[www.brumfieldlawgroup.com](http://www.brumfieldlawgroup.com)

*NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE DELETE THIS MESSAGE FROM YOUR COMPUTER AND IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE AT (661) 316-3010. THANK YOU.*

Please consider the environment before printing this e-mail.

**From:** Craig A. Parton <Cparton@ppplaw.com>  
**Sent:** Tuesday, October 26, 2021 9:44 AM





**Subject:** AV Watermaster v. Tapia  
**Date:** Tuesday, October 26, 2021 at 12:08:11 PM Pacific Daylight Time  
**From:** Craig A. Parton  
**To:** Robert H Brumfield, Serena Bravo  
**CC:** Cameron Goodman  
**Attachments:** image001.jpg

Bob: See our comments in red below.....Craig



PRICE, POSTEL & PARMA LLP

Craig A. Parton  
Price Postel & Parma LLP  
200 E Carrillo Street, Suite 400  
Santa Barbara, CA 93101  
T: 805.962.0011 (Main);  
T: 805.882-9822 (Direct)  
F: 805.965.3978  
E: [cap@ppplaw.com](mailto:cap@ppplaw.com)  
Website: <http://ppplaw.com>

This message, including any attachments, is for the sole use of the intended recipient. It may contain material that is confidential or privileged. Any review or distribution by anyone other than the intended recipient, without the express permission of that person, is unauthorized and strictly prohibited. If you have received this message but you are not either the intended recipient or authorized to receive it for that person, please advise the sender and delete this message and any attachments without copying or forwarding.

**From:** Robert H Brumfield <[bob@brumfieldlawgroup.com](mailto:bob@brumfieldlawgroup.com)>  
**Sent:** Tuesday, October 26, 2021 11:36 AM  
**To:** Craig A. Parton <[Cparton@ppplaw.com](mailto:Cparton@ppplaw.com)>  
**Cc:** Cameron Goodman <[cgoodman@ppplaw.com](mailto:cgoodman@ppplaw.com)>; Serena Bravo <[serena@brumfieldlawgroup.com](mailto:serena@brumfieldlawgroup.com)>  
**Subject:** RE: AV Watermaster v. Tapia

Hi, Craig. I did confirm with Ted Chester re the purchase of 441 acre feet and he is drafting the agreement between my clients and his.

On your questions:

1. The changes to 4.2 are agreeable. But, I don't see why the Tapia Bros. corporation is included. It seems to me that only the landowners will be included. Tapia Bros Inc is listed as a Small Pumper Class Member in the Judgment. Unless they established that SPC status at a different property (which you will need to affirmatively demonstrate), they need to be wrapped into this Stipulation as a Party who uses water from the subject property.
2. This is agreeable. I do not currently know the long-term intentions re water use. If your clients still have "long-term intentions re water use," we will need to incorporate a 1AFY New Production application requirement into the Stip in order to be consistent with how we are

treating similarly situated parties

3. I will try to get the trustee's names and/or the current owners if the property interests were indeed transferred out of the trusts (which is what I understand had happened). We need this information asap in order to proceed with any agreement.
4. I will carve out time this afternoon to look at the balance of the proposed stipulation. Thank you.

Very Truly Yours,

Robert H. Brumfield, III  
Law Offices of Robert H. Brumfield  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301  
Tele (661) 316-3010 | Fax (661) 885-6090  
-and-  
325 Old Mammoth Road, A1  
P.O. Box 146  
Mammoth Lakes, CA 93546  
Tele (760) 914-4960 | Fax (661) 885-6090

[www.brumfieldlawgroup.com](http://www.brumfieldlawgroup.com)

*NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE DELETE THIS MESSAGE FROM YOUR COMPUTER AND IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE AT (661) 316-3010. THANK YOU.*

Please consider the environment before printing this e-mail.

**From:** Craig A. Parton <[Cparton@ppplaw.com](mailto:Cparton@ppplaw.com)>  
**Sent:** Tuesday, October 26, 2021 9:44 AM  
**To:** Robert H Brumfield <[bob@brumfieldlawgroup.com](mailto:bob@brumfieldlawgroup.com)>; Serena Bravo <[serena@brumfieldlawgroup.com](mailto:serena@brumfieldlawgroup.com)>  
**Cc:** Cameron Goodman <[cgoodman@ppplaw.com](mailto:cgoodman@ppplaw.com)>  
**Subject:** AV Watermaster v. Tapia

Bob:

Subject to consideration by the Board and the Watermaster Engineer, which will not occur until this Wednesday's closed session, your proposal below sounds potentially feasible under the following conditions:

1. The requirement in Paragraph 4.2 of the initial draft of the Stipulation (requiring payment of monetary RWAs by a date certain), would be replaced with a provision



**Subject:** RE: AV Watermaster v. Tapia  
**Date:** Wednesday, October 27, 2021 at 1:28:00 PM Pacific Daylight Time  
**From:** Robert H Brumfield  
**To:** Craig A. Parton, Serena Bravo  
**CC:** Cameron Goodman  
**Attachments:** image001.jpg

Craig,

I am not 100% sure of the ownership at this moment, but can say:

1. On Charles and Nellie Tapia's Trust, the successor trustee (Primo Tapia) thought the property had been distributed. The most recent property tax statement shows otherwise. So, it remains Primo Tapia, Successor Trustee. The beneficiaries are Primo Tapia, Charles Tapia, George Tapia and Steven Tapia.
2. On the Felix and Eulalia Tapia Trust, it is still in trust and the co-trustees are Thomas Tapia and Steven Falchini (who is a CPA in Burbank). That Trust divides its assets in a few different ways. But as to the property in question, the beneficiaries are Thomas Tapia and Felix Tapia.

I still do not understand the Tapia Bros. issue as they own no land in the Antelope Valley. Just another weird inclusion in the Small Pumper Class.

I'd include the 1 acre-foot designation you referenced. But, doesn't a small pumper ger 3 acre-feet/year?

I may have a few other comments to the stipulation, but I am sure that they are not significant based upon a first read.

Very Truly Yours,

Robert H. Brumfield, III  
Law Offices of Robert H. Brumfield  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301  
Tele (661) 316-3010 | Fax (661) 885-6090  
-and-  
325 Old Mammoth Road, A1  
P.O. Box 146  
Mammoth Lakes, CA 93546  
Tele (760) 914-4960 | Fax (661) 885-6090

[www.brumfieldlawgroup.com](http://www.brumfieldlawgroup.com)

*NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY*



**Subject:** Re: AV Watermaster v. Tapia  
**Date:** Friday, October 29, 2021 at 5:47:31 PM Pacific Daylight Time  
**From:** Robert H Brumfield  
**To:** Craig A. Parton  
**CC:** Serena Bravo, Cameron Goodman  
**Attachments:** image001.jpg, image001.jpg, image001.jpg, image001.jpg, image001.jpg, image001.jpg, Stip for Settlement\_v2 compare v1.docx, Stip for Settlement\_v2.docx

I am still out of town, but adding \$63,000 +/- onto the total water charge is unworkable. The initial \$90,000 offer was all-inclusive. My clients could maybe go to \$150,000 at the most all-inclusive. Not \$150,000 + \$63,000.

Very Truly Yours,

Robert H. Brumfield, III  
LAW OFFICES OF ROBERT H. BRUMFIELD  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301  
Tele (661) 316-3010 | Fax (661) 885-6090  
-and-  
325 Old Mammoth Road, Suite A1  
P.O. Box 146  
Mammoth Lakes, CA 93546  
Tele (760) 914-4960 | Fax (661) 885-6090  
[www.brumfieldlawgroup.com](http://www.brumfieldlawgroup.com)

*NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE DELETE THIS MESSAGE FROM YOUR COMPUTER AND IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE AT (661) 215-4980. THANK YOU.*

Please consider the environment before printing this e-mail.

On Oct 29, 2021, at 11:20 AM, Craig A. Parton <[Cparton@ppplaw.com](mailto:Cparton@ppplaw.com)> wrote:

Bob: Attached is a revised draft of the Stipulation and Proposed Order (both clean and redline versions) that incorporates direction from the Board given to me this past Wednesday and correspondence from you this week. The attached draft, therefore, clarifies the parties to the Stipulation and Order, clarifies the amount of accrued interest owed on the delinquent RWAs and other fees and costs owed, and clarifies that the transfer process will address





**Subject:** AV Watermaster v. Tapia  
**Date:** Friday, October 29, 2021 at 11:20:15 AM Pacific Daylight Time  
**From:** Craig A. Parton  
**To:** Robert H Brumfield, Serena Bravo  
**CC:** Cameron Goodman  
**Attachments:** image001.jpg, Stip for Settlement\_v2 compare v1.docx, Stip for Settlement\_v2.docx

Bob: Attached is a revised draft of the Stipulation and Proposed Order (both clean and redline versions) that incorporates direction from the Board given to me this past Wednesday and correspondence from you this week. The attached draft, therefore, clarifies the parties to the Stipulation and Order, clarifies the amount of accrued interest owed on the delinquent RWAs and other fees and costs owed, and clarifies that the transfer process will address the RWAs owed for 2018 and 2019.

The accrued interest was calculated as explained on page 8:20-28 through page 9:1-14 of the Motion (section III.B.i). In that section we identify the delinquent property tax rates for Kern County (10%, plus 1.5% per month beginning 12 months after the delinquency date). We then identify the 10% on all RWAs, and the monthly rate in dollars for the 2018 RWAs (it has not been 12 months yet since the 2019 RWAs became delinquent, so we are not collecting the monthly 1.5% on those RWAs). As a note, you should know that the Board is only willing to settle if we collect the accrued interest in addition to accepting the transfer in lieu of RWA monetary payment.....Craig



PRICE, POSTEL & PARMA LLP

Craig A. Parton  
Price Postel & Parma LLP  
200 E Carrillo Street, Suite 400  
Santa Barbara, CA 93101  
T: 805.962.0011 (Main);  
T: 805.882-9822 (Direct)  
F: 805.965.3978  
E: [cap@ppplaw.com](mailto:cap@ppplaw.com)  
Website: <http://ppplaw.com>

This message, including any attachments, is for the sole use of the intended recipient. It may contain material that is confidential or privileged. Any review or distribution by anyone other than the intended recipient, without the express permission of that person, is unauthorized and strictly prohibited. If you have received this message but you are not either the intended recipient or authorized to receive it for that person, please advise the sender and delete this message and any attachments without copying or forwarding.

**From:** Robert H Brumfield <[bob@brumfieldlawgroup.com](mailto:bob@brumfieldlawgroup.com)>

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

Exempt from Filing Fees  
Government Code § 6103

6 Attorneys for  
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

**STIPULATION AND [PROPOSED]  
ORDER FOR SETTLEMENT OF  
WATERMASTER'S MOTION FOR  
MONETARY, DECLARATORY AND  
INJUNCTIVE RELIEF AGAINST TAPIA**

17  
18 **AND ALL RELATED ACTIONS**

Date: November 12, 2021  
Time: 9:00 a.m.  
Dept: By Courtcall

19  
20  
21  
22 The Antelope Valley Watermaster ("**Watermaster**"), on the one hand, and ~~insert~~  
23 ~~name~~ Primo Tapia, as Successor Trustee[s] of the Charles and Nellie Tapia Family Trust  
24 established u/t/a dated January 12, 1990 ("**C&N Trust**"), Thomas Tapia and Steven  
25 Falchini ~~insert name~~, as Co- Trustee[s] of the Felix and Eulalia Tapia Family Trust established  
26 u/t/a dated February 18, 1997 ("**F&E Trust**"), Tapia Bros., Inc., a California corporation ("**Tapia**  
27 **Bros**"), ~~[names of all individual beneficiaries under the C&N Trust and the F&E Trust, and any~~  
28 ~~individuals claiming any right to the underlying real property]~~ and Primo Tapia, Charles Tapia,

1 George Tapia, Steven Tapia, Thomas Tapia and Felix Tapia (collectively, the “**Tapia**  
2 **Individuals**”, and collectively with C&N Trust and F&E Trust, the “**Tapia Parties**”), on the  
3 other, hereby agree and stipulate as follows:

4 1. The Tapia Parties all claim some title, right or interest in and to the real property  
5 located in Kern County and identified by Assessor’s Parcel Number 374-020-53-00-6 (the  
6 “Property”), and/or the groundwater rights associated therewith.

7 1.2. On or about September 29, 2021, the Watermaster filed a motion against C&N Trust  
8 (the “Motion”) seeking monetary relief in an amount equal to all delinquent Replacement Water  
9 Assessments (“RWAs”) owed for groundwater produced on the Property owed by Tapia for in the  
10 years 2018 and 2019 in the total amount of \$183,022.68 representing 334 acre-feet for 2018 and  
11 98.476 acre-feet for 2019, plus all delinquent Administrative Assessments (“AAs”) for the year  
12 2019 in the amount of \$492.38, plus accrued interest on the delinquent RWAs, plus attorneys’ fees  
13 of \$3,433, and for declaratory and injunctive relief as is necessary to prohibit Tapia C&N Trust  
14 from producing any further groundwater from the Antelope Valley Adjudicated Basin (“Basin”)  
15 until: (a) all such delinquent RWAs and AAs with interest and fees are paid in full, and (b) Tapia  
16 C&N Trust either ceases all further groundwater production or submits an application for New  
17 Production and installs meters on all wells.

18 ~~C&N Trust, F&E Trust, Tapia Bros and the Tapia Individuals (collectively, the “Tapia~~  
19 ~~Parties”) all claim some title, right or interest in and to the real property located in Kern~~  
20 ~~County and identified by Assessor’s Parcel Number 374-020-53-00-6 (the “Property”),~~  
21 ~~and/or the groundwater rights associated therewith. The RWAs and AAs set forth in~~  
22 ~~Paragraph 1 above relate to groundwater usage on the Property.~~

23 2.3. The Tapia Parties acknowledge and agree that, pursuant to the December 23, 2015  
24 Judgment and Physical Solution (“Judgment”),<sup>1</sup> because the Property lies within the Basin, the  
25 Court has jurisdiction over the Tapia Parties with respect to the Property and the groundwater rights  
26  
27  
28

<sup>1</sup> All capitalized terms not defined herein shall have the same meaning as set forth in the Judgment.

1 associated therewith. The Tapia Parties further acknowledge and agree that they currently have no  
2 rights to pump groundwater from the Basin.

3 3.4. In order to settle this matter without further litigation, the parties hereto freely  
4 stipulate and agree that:

- 5 (a) By no later than ~~[date]~~December 8, 2021, the Tapia Parties shall pay the  
6 Watermaster \$[ ] consummate the transfer of a total of  
7 432.476 acre-feet of water in full satisfaction of the delinquent RWAs owed  
8 by the Tapia Parties for the years 2018 and 2019 pursuant to the Judgment  
9 and Watermaster Rules & Regulations Section 13.c.vii.
- 10 (b) By no later than ~~[date]~~December 8, 2021, the Tapia Parties shall pay the  
11 Watermaster \$492.38; in full satisfaction of delinquent AAs owed by the  
12 Tapia Parties for the year 2019, plus \$59,885.27 in full satisfaction of interest  
13 owed by the Tapia Parties on the delinquent RWAs for 2018 and 2019, plus  
14 \$3,433 in full satisfaction of the Watermaster's attorneys' fees and costs  
15 incurred in relation to the Motion, for a total amount of \$63,810.65.
- 16 (c) The Tapia Parties shall immediately cease pumping any groundwater from  
17 the BasinProperty, and shall not pump any groundwater from the Basin  
18 Property until: (i) they submit an application for New Production, and (ii)  
19 they install meters on all wells located on the Property that are compliant  
20 with the Judgment and all applicable Watermaster Rules and Regulations. In  
21 the event the Tapia Parties claim no further intent to pump groundwater from  
22 the Property, the Tapia Parties shall submit documentation in accordance  
23 with the Watermaster Rules & Regulations demonstrating that all wells on  
24 the Property have been de-commissioned and the pumps de-equipped.

25 4.5. The Tapia Parties shall be jointly and severally liable for the obligations imposed  
26 upon the Tapia Parties in Paragraphs 4(a) – (c) above. Failure by the Tapia Parties to make any  
27 payments on time pursuant to Paragraphs 4(a) and 4(b) above, and/or the pumping of groundwater  
28 from the Basin by the Tapia Parties in violation of timely comply with any of Paragraphs 4(a) – (c)

1 above, shall constitute a material breach of this Stipulation and grounds for enforcement pursuant to  
2 Paragraph 7 below.

3 ~~5-6.~~ The Watermaster agrees that if the Tapia Parties fully perform as set forth in  
4 Paragraphs 4(a) and 4(b) above, the Watermaster shall forever waive any claims it has or may have  
5 in the future with respect to collection of delinquent RWAs for 2018 and 2019, delinquent AAs for  
6 2019, interest thereon, and/or attorneys' fees and costs related to collection thereof.

7 ~~6-7.~~ If the Tapia Parties fail to perform as agreed in Paragraphs 4 above, the parties  
8 hereto authorize the Court, upon an ex parte application submitted by Plaintiff, with forty-eight (48)  
9 hours' notice to the Tapia Parties, supported by a declaration setting forth the nature and extent of  
10 the Tapia Parties'; noncompliance, to:

- 11 (a) Enter judgment in favor of the Watermaster for monetary relief in the amount  
12 of all amounts delinquent RWAs not timely paid-satisfied in accordance with  
13 Paragraphs 4(a) above, plus all other amounts not timely paid in accordance  
14 with Paragraph and 4(b) above;
- 15 (b) Enter judgment awarding declaratory and injunctive relief enjoining the  
16 Tapia Parties from pumping any groundwater from the Basin-Property until:  
17 (i) the Tapia Parties submit an application for New Production, and (ii) the  
18 Tapia Parties install meters on all wells that are compliant with the Judgment  
19 and all applicable Watermaster Rules and Regulations; and
- 20 (c) Enter judgment in favor of the Watermaster for all attorneys' fees and costs  
21 incurred by the Watermaster in relation to ~~the Motion and enforcement of~~  
22 this Stipulation.

23 ~~7-8.~~ Except as otherwise provided in this Stipulation, the parties hereto shall bear their  
24 own fees and costs associated with the Motion and entering into this Stipulation.

25 ~~8-9.~~ The Tapia Parties each expressly acknowledge and agree that they have had a  
26 reasonable opportunity to discuss this matter and specifically this Stipulation with Robert H.  
27 Brumfield, who represents all of the Tapia Parties in this matter. The Tapia Parties acknowledge  
28 that they enter into this Stipulation freely, knowingly, and voluntarily to settle the matters set forth

1 herein without further litigation. The Tapia Parties acknowledge that they have read this Stipulation  
2 in its entirety and fully understand its terms and consequences.

3 9-10. The parties agree that the above-entitled court retains jurisdiction to enforce the  
4 terms of this Stipulation and that this Stipulation is enforceable pursuant to Code of Civil Procedure  
5 sections 664.6.

6 10-11. The parties agree that this Stipulation may be executed in counterparts, and  
7 execution by facsimile shall be acceptable as an original.

8 *[Signatures on following page]*

1 THE PARTIES HEREBY AGREE & STIPULATE TO THE ABOVE.

2  
3 Date: \_\_\_\_\_

Antelope Valley Watermaster

4 By: Robert Parris, Board Chairperson

5  
6 Date: \_\_\_\_\_

Charles and Nellie Tapia Family Trust

7 established u/t/a dated January 12, 1990

8 By: \_\_\_\_\_, Primo Tapia, Successor  
Trustee

9  
10 Date: \_\_\_\_\_

Felix and Eulalia Tapia Family Trust

11 established u/t/a dated February 18, 1997

12 By: Thomas Tapia and Steven  
Falchini, Co-Trustees

13  
14 Date: \_\_\_\_\_

Tapia Bros., Inc., a California corporation

15 By: Thomas Tapia, President/CEO

16  
17 Date: \_\_\_\_\_

18 By: Primo Tapia~~[name of Tapia individual]~~

19  
20 Date: \_\_\_\_\_

21 By: Charles Tapia~~[name of Tapia individual]~~

22  
23 Date: \_\_\_\_\_

24 By: George Tapia~~[name of Tapia individual]~~

25  
26 Date: \_\_\_\_\_

27 By: Steven Tapia

28  
Date: \_\_\_\_\_

By: Thomas Tapia

**By: Felix Tapia**

**APPROVED AS TO FORM:**

Date: \_\_\_\_\_

**PRICE, POSTEL & PARMA LLP**

By Craig A. Parton

Attorneys for Watermaster

Date: \_\_\_\_\_

**By Robert H. Brumfield**

Attorney for Tapia Parties



1 [PROPOSED] ORDER

2  
3 IT IS HEREBY ORDERED THAT:

- 4 1. The Tapia Parties are to adhere to the terms of this Stipulation;
- 5 2. If the Tapia Parties fail to adhere to the terms of this Stipulation, then upon ex parte
- 6 application by the Watermaster, and good cause shown, the Court will:

7 (a) Enter judgment in favor of the Watermaster for monetary relief in the amount

8 of all delinquent RWAs not timely satisfied in accordance with Paragraph

9 4(a) above, plus all other amounts not timely paid in accordance with

10 Paragraph 4(b) above;

11 (b) Enter judgment awarding declaratory and injunctive relief enjoining the

12 Tapia Parties from pumping any groundwater from the Property until: (i) the

13 Tapia Parties submit an application for New Production, and (ii) the Tapia

14 Parties install meters on all wells that are compliant with the Judgment and

15 all applicable Watermaster Rules and Regulations; and

16 (c) Enter judgment in favor of the Watermaster for all attorneys' fees and costs

17 incurred by the Watermaster in relation to enforcement of this Stipulation.

18 (a) ~~Enter judgment in favor of the Watermaster for all amounts not timely paid in~~

19 ~~accordance with Paragraphs 4(a) and 4(b) of this Stipulation;~~

20 (b) ~~Enter judgment awarding declaratory and injunctive relief enjoining the~~

21 ~~Tapia Parties from pumping any groundwater from the Basin until: (i) the~~

22 ~~Tapia Parties submit an application for New Production, and (ii) the Tapia~~

23 ~~Parties install meters on all wells that are compliant with the Judgment and~~

24 ~~all applicable Watermaster Rules and Regulations; and~~

25 (c) ~~Enter judgment in favor of the Watermaster for all attorneys' fees and costs~~

26 ~~incurred by the Watermaster in relation to the Motion and enforcement of~~

27 ~~this Stipulation.~~

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Date: \_\_\_\_\_

\_\_\_\_\_  
**HON. JACK KOMAR**



**Subject:** Watermaster v. Tapia

**Date:** Thursday, November 4, 2021 at 9:06:14 AM Pacific Daylight Time

**From:** Robert H Brumfield

**To:** Craig A. Parton

**CC:** Cameron Goodman

Good morning Craig. We still want to work this out and I am working on the money end of things but my client is tapped out at \$160,000 and Burrows has not indicated any willingness to finance anything as yet.

Proceeding with your motion really doesn't do you any good as you've only named the Charles and Nelly Tapia trust as the responding party as it only owns 50% of the land and has no money. It seems as though if you wanted to proceed you would need to amend your motion and also add the other trust and possibly Tapia Brothers as they are the ones that pumped all of the water as shown on the electrical billing statements which are all in that corporation's name. I confirmed that continues to this day in regards to the billing statements.

I would suggest that this hearing is continued as well to the same day as the Zamrzlas as I am pretty confident that we can come to some sort of stipulation by that time.

Let me know.

Very Truly Yours,

Robert H. Brumfield, III  
LAW OFFICES OF ROBERT H. BRUMFIELD  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301  
Tele (661) 316-3010 | Fax (661) 885-6090  
-and-  
325 Old Mammoth Road, Suite A1  
P.O. Box 146  
Mammoth Lakes, CA 93546  
Tele (760) 914-4960 | Fax (661) 885-6090  
[www.brumfieldlawgroup.com](http://www.brumfieldlawgroup.com)

*NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE DELETE THIS MESSAGE FROM YOUR COMPUTER AND IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE AT (661) 215-4980. THANK YOU.*

Please consider the environment before printing this e-mail.



## **Robert H Brumfield**

---

**From:** Robert H Brumfield  
**Sent:** Thursday, November 18, 2021 1:58 PM  
**To:** Craig A. Parton  
**Cc:** Serena Bravo; Cameron Goodman  
**Subject:** Re: Request for a Continuance  
**Attachments:** image001.jpg; Watermaster v. Tapia; RE: AV Watermaster v. Tapia

While I totally disagree with your response as the only people who should be involved are the landowners and perhaps the entity that pumped water, and your inclusion of a bunch of individuals who you have no basis to add is clearly frivolous, can't we just resolve this?

My clients only have about \$160,000 collectively to wrap this matter up. Do you want money or do you want absolutely nothing as an uncollectible court order? I just don't understand the logic of not wanting to wrap something up within peoples means.

I will go ahead and file the request for continuance as adding eight parties from one is a significant difference. I will have my assistant upload that shortly.

In the meantime, can't we deal with reality and get this done?

Bob Brumfield

On Nov 18, 2021, at 1:31 PM, Craig A. Parton <Cparton@ppplaw.com> wrote:

Bob:

This is in response to your request for a continuance.....

We initially filed a first amended motion in response to your email of November 4, 2021 (attached), in which you stated that the original motion did not name all necessary parties because the Charles and Nellie Tapia Trust only owns 50% of the land and has no money. You specifically stated that we should add the other ownership Trust as well as the Tapia Brothers because they are allegedly the ones that pumped all the water.

In an email dated October 27, 2021 (attached), in response to our request that you provide the names of the current trustees of the trusts and all beneficiaries and other persons who claim any interest in the subject property and the water rights therein, you provided us with the names of each of the individual defendants named in our first amended motion.

In short, we named the parties in the first amended motion specifically because you indicated it was necessary in order for the Watermaster to obtain the relief being requested, and in reliance on your assertion that at least one of the ownership trusts may have been distributed to its beneficiaries.

As General Counsel to the Watermaster tasked with collecting delinquent RWAs, it is our obligation to ensure that all potentially liable parties are named in our motion to enforce the Judgment. As such, we must keep the parties named in the first amended motion until you present evidence to the Court sufficient to demonstrate that the beneficiaries, in their individual capacities, have no present claim or interest in and to the property and the water rights therein. You are free to present this evidence in your opposition. If the judge agrees with you that the other parties named in the motion either (a) were not properly served, and/or (b) are not liable for the relief requested, then that can be determined at the hearing. A continuance is not necessary for this purpose, and sanctions are clearly not appropriate given our reliance on your representations.....Regards, Craig

Craig A. Parton  
Price Postel & Parma LLP  
200 E Carrillo Street, Suite 400  
Santa Barbara, CA 93101  
T: 805.962.0011 (Main);  
T: 805.882-9822 (Direct)  
F: 805.965.3978  
E: [cap@ppplaw.com](mailto:cap@ppplaw.com)  
Website: <http://ppplaw.com>

This message, including any attachments, is for the sole use of the intended recipient. It may contain material that is confidential or privileged. Any review or distribution by anyone other than the intended recipient, without the express permission of that person, is unauthorized and strictly prohibited. If you have received this message but you are not either the intended recipient or authorized to receive it for that person, please advise the sender and delete this message and any attachments without copying or forwarding.





## Robert H Brumfield

---

**From:** Robert H Brumfield  
**Sent:** Monday, November 22, 2021 9:54 AM  
**To:** Craig A. Parton  
**Cc:** Cameron Goodman (cgoodman@ppplaw.com)  
**Subject:** Tapia adv. Watermaster

Good morning, Craig. I reviewed the Kern County Recorder's and Assessor's websites over the weekend and it is evident that the real property where the pumping occurred (APN 374-020-53) remains owned 50% each by the Charles and Nellie Tapia Family Trust established u/t/a dated January 12, 1990 and the Felix and Eulalia Tapia Family Trust established u/t/a dated February 18, 1997. While affidavits of death of the original trustee's were recorded reflecting Primo Tapia as successor trustee of the C&N Trust and Thomas Tapia as successor co-trustee (and while not reflected in the one recorded Kern County affidavit, Steven Falchini, CPA is a co-trustee) of the F&E Trust, there are no deeds recorded transferring the farm property to any beneficiary. The trusts own the land and the well to this day.

So, again, I am requesting that you drop from the motion the 6 named individuals (i.e., Primo Tapia, Charles Tapia, George Tapia, Steven Tapia, Thomas Tapia and Felix Tapia). It is one thing to name those 6 in the stipulation to bind them to the future obligations of the settlement but it's quite another to claim personal liability against them.

As a further issue, I do not see any basis at all for the claim of personal liability. I am requesting that such be dropped as well.

Please advise. Thank you.

Very Truly Yours,

Robert H. Brumfield, III  
Law Offices of Robert H. Brumfield  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301  
Tele (661) 316-3010 | Fax (661) 885-6090  
-and-  
325 Old Mammoth Road, A1  
P.O. Box 146  
Mammoth Lakes, CA 93546  
Tele (760) 914-4960 | Fax (661) 885-6090

*NOTICE: THE INFORMATION CONTAINED IN THIS E-MAIL IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE*

**PROOF OF SERVICE (C.C.P. §1013a, 2015.5)**

I am employed in the County of Kern, State of California. I am over the age of 18 and not a party to the within action; my business address is 1810 Westwind Drive, Bakersfield, CA 93301.

On November 29, 2021, I served the foregoing document(s) entitled:

**DECLARATION OF ROBERT H. BRUMFIELD, III RE OPPOSITION TO THE  
WATERMASTER'S MOTION FOR MONETARY, DECLARATORY AND  
INJUNCTIVE RELIEF AGAINST TAPIA PARTIES; REQUEST FOR JUDICIAL  
NOTICE**

X by placing \_\_ the original, X a true copy thereof on all interested parties.

X **BY ELECTRONIC MAIL**

I posted the document(s) listed above to the Santa Clara Superior Court Website @ [www.scefilings.org](http://www.scefilings.org) and Glotrans website in the action of the Antelope Valley Groundwater Cases.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 29, 2021, at Bakersfield, California.

  
SERENA BRAVO