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6 Attorneys for Johnny Zamrzla, Pamela Zamrzla,
7 Johnny Lee Zamrzla and Jeanette Zamrzla (collectively
8 "Zamrzla's")

9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

11
12 Coordinated Proceeding,
13 Special Title (Rule 1550(b))

14 ANTELOPE VALLEY
15 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

**STATUS UPDATE BY ZAMRZLA'S RE
RESOLUTION OF THE
WATERMASTER'S MOTION FOR
MONETARY, DECLARATORY AND
INJUNCTIVE RELIEF AGAINST
ZAMRZLA'S**

Date: February 18, 2022

Time: 9:30 a.m.

Dept.: By Court call

23
24 COMES NOW Johnny Zamrzla, Pamela Zamrzla, Johnny Lee Zamrzla, and Jeanette
25 Zamrzla (collectively the "Zamrzla's"), through their counsel, Robert H. Brumfield, III, of the
26 Law Offices of Robert H. Brumfield, A Professional Corporation, and submit their Status Report
27
28

1 Re Resolution of the Antelope Valley Watermaster's ("Watermaster") Motion for Monetary,
2 Declaratory, and Injunctive Relief Against Zamrzla's ("Motion").

3 At the hearing on the Motion on December 10, 2021, and after argument by counsel and
4 questions by the Court, the following discussion ensued:

5 "THE COURT: So where I am going with this is this. It seems to me that
6 if your argument is correct¹, ultimately the next thing that is going to happen is your
7 parties are going to be served with a motion to include them as property owners
8 who have some level of entitlement beyond which they need to pay a replacement
9 water assessment.

10 "But I am thinking in terms of both the amount of time it is going to take to
11 do that and the amount of cost that it is going to be to all parties as opposed to the
12 opportunity that Counsel might have to meet with the parties in an attempt to come
13 to some stipulation and agreement that would both confer jurisdiction, determine
14 the amount of entitlement, which can then be reduced to be commensurate with
15 everybody else's reduction and a determination of what the replacement water
16 assessment beyond that entitlement should be.

17 "That's going to be very expensive, very time-consuming for all the parties.
18 And it seems to me that it presents a great opportunity for the parties to sit down
19 and attempt to arrive at an agreement and a stipulation that will eliminate probably
20 a million dollars in cost.

21 "MR. BRUMFIELD: We would welcome the opportunity and always have,
22 Your Honor.

23 "THE COURT: Okay. So Mr. Parton, what would you like to do here?

24 "MR. PARTON: Well, if the Court is inclined to put this over a month in
25 time to give us an opportunity to meet with Mr. Brumfield and his client, clients to
26 discuss it, I would rather proceed on that ground than to have the motion ruled on
27

28 ¹ Referencing the Zamrzla's argument in response to the Motion.

1 today in light of the comments that the Court put to continue essentially the hearing
2 to a mutually agreeable day with the understanding that we're meeting to work out
3 just precisely the things the Court has just mentioned. What the pumping will be,
4 outbacks will be and what they need to pay for our WAs."²

5 After the hearing on the Motion, and on the afternoon of Friday, January 14, 2022 (exactly
6 5 weeks after the initial hearing on the Motion), counsel for the Watermaster emailed a draft
7 stipulation and proposed order as an initial effort to move forward with efforts to resolve the
8 Motion.

9 On Tuesday morning, February 8, 2022 (less than 4 weeks after receiving the proposed
10 stipulation), undersigned counsel emailed Mr. Parton the Zamrzla's comments to the proposed
11 stipulation.

12 Later that same day, Mr. Parton responded and represented that the Watermaster could not
13 and would not participate or agree to any procedure to determine the Zamrzla's entitlement or
14 Production Rights. This position is diametrically opposed to Mr. Parton's representations at the
15 hearing on the Motion.

16 Basically, beyond agreeing to the Court's jurisdiction over the matter, the Watermaster
17 will not agree to discuss anything else the Court suggested and that Mr. Parton agreed to do.

18 The Zamrzla proposals were all within the parameters of what the Court suggested but the
19 Watermaster simply will not follow through with its representations made through counsel at the
20 hearing on the Motion. To say that the Zamrzla's are surprised and disappointed by this approach
21 by Mr. Parton and his client is an understatement. Apparently, the Watermaster wishes to litigate
22 the issues rather than take advantage of the opportunity, as the Court suggested by its comments
23 at the hearing on the Motion, for the parties to reach agreement.

24 The Zamrzla's are committed to working towards a resolution of the Motion, including,
25 as the Court also suggested and the Zamrzla's have offered, to meet with counsel and the
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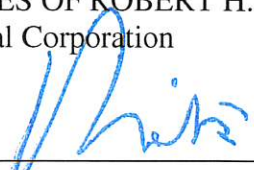
27 ² See "Reporter's Videoconference Transcript of Proceedings Before the Hon. Jack Komar, Friday, December 10,
28 2021", page 27, line 18 through page 29, line 5. A courtesy copy these portions of the transcript with the quoted
section being highlighted is attached hereto as Exhibit "A".

1 Watermaster; unfortunately the Watermaster is not so committed. This approach is similar to
2 what the Zamrzla's have been dealing with for years with Mr. Parton and the Watermaster as set
3 forth in the Opposition to the Motion.

4 Any further assistance the Court can provide to help the parties come to a resolution would
5 be appreciated.

6
7 Dated: February 11, 2022

LAW OFFICES OF ROBERT H. BRUMFIELD
A Professional Corporation

8
9 By:  _____

10 Robert H. Brumfield, III
11 Attorney for Johnny Zamrzla, Pamella
12 Zamrzla, Johnny Lee Zamrzla and
13 Jeanette Zamrzla
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EXHIBIT "A"

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

Coordination Proceeding)
Special Title (Rule 1550(b)))
) LASC Case No.
) BC325201
ANTELOPE VALLEY GROUNDWATER) Santa Clara Court Case
CASES,) Case No. 1-05-CU-049053
)
)
AND ALL RELATED ACTIONS.)
)
Defendants.)
)

REPORTER'S VIDEOCONFERENCE
TRANSCRIPT OF PROCEEDINGS
BEFORE THE HON. JACK KOMAR
Friday, December 10, 2021

Reported by:
JOANNA BROADWELL
CSR No. 10959
Job No. 4986589
PAGES 1 - 33

1 Mr. Brumfield. Let's suppose that ultimately the Court
2 agrees with your argument that your clients, the
3 Zamrzlas, did not have actual notice. Okay? Now, there
4 is no question that they own land in that area, correct?

5 MR. BRUMFIELD: Correct.

6 THE COURT: There is also no question that they
7 were pumping water; is that correct?

8 MR. BRUMFIELD: For many years, for 50 years.

9 THE COURT: And there is no question that there
10 has been no finding anywhere as to what amount of water
11 they are entitled to pump so that the base of their
12 entitlement, which obviously would be reduced pursuant
13 to the judgment, would result in some replacement water
14 assessments above whatever that reduced amount should
15 have been, correct?

16 MR. BRUMFIELD: Absolutely. I think we need to
17 get into some sort of -- go ahead. I'm sorry.

18 THE COURT: So where I am going with this is
19 this. It seems to me that if your argument is correct,
20 ultimately the next thing that is going to happen is
21 your parties are going to be served with a motion to
22 include them as property owners who have some level of
23 entitlement beyond which they need to pay a replacement
24 water assessment.

25 But I am thinking in terms of both the amount of

1 time it is going to take to do that and the amount of
2 cost that it is going to be to all parties as opposed to
3 the opportunity that Counsel might have to meet with the
4 parties in an attempt to come to some stipulation and
5 agreement that would both confer jurisdiction, determine
6 the amount of entitlement, which can then be reduced to
7 be commensurate with everybody else's reduction and a
8 determination of what the replacement water assessment
9 beyond that entitlement should be.

10 That's going to be very expensive, very
11 time-consuming for all the parties. And it seems to me
12 that it presents a great opportunity for the parties to
13 sit down and attempt to arrive at an agreement and a
14 stipulation that will eliminate probably a million
15 dollars in cost.

16 MR. BRUMFIELD: We would welcome the opportunity
17 and always have, Your Honor.

18 THE COURT: Okay. So Mr. Parton, what would you
19 like to do here?

20 MR. PARTON: Well, if the Court is inclined to
21 put this over a month in time to give us an opportunity
22 to meet with Mr. Brumfield and his client, clients to
23 discuss it, I would rather proceed on that ground than
24 to have the motion ruled on today in light of the
25 comments that the Court put to continue essentially the

1 hearing to a mutually agreeable day with the
2 understanding that we're meeting to work out just
3 precisely the things the Court has just mentioned.

4 What the pumping will be, cutbacks will be and
5 what they need to pay for our WAs.

6 THE COURT: Okay. So what do you think would be
7 a good date to reset the further hearing on the motion?

8 MR. BRUMFIELD: Your Honor, my only suggestion
9 would be with the holidays ramping quite quickly upon us
10 we make it late January.

11 MR. PARTON: That is fine.

12 THE COURT: Okay. Let me just take a look. I
13 will get my calendar up here.

14 MR. BRUMFIELD: I would say anything before
15 Friday, February 4th. I am supposed to start that trial
16 Friday the 7th. So anything before that day would be
17 good.

18 THE COURT: All right.

19 MR. PARTON: Your Honor, I am just keeping us on
20 track. We have an Antelope Valley Watermaster board
21 meeting on Wednesday, January 26th. And I would like to
22 be able to if we could bring whatever negotiated
23 agreement we have to the board in closed session for
24 discussion. So I say that in that if we could get the
25 meeting done the week of the -- our meeting with you

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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 February 11, 2022, I served the foregoing document(s) entitled:

**STATUS UPDATE BY ZAMRZLA’S RE RESOLUTION OF THE WATERMASTER’S
MOTION FOR MONETARY, DECLARATORY AND INJUNCTIVE RELIEF
AGAINST ZAMRZLA’S**

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 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 February 11, 2022, at Bakersfield, California.


SERENA BRAVO