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9 Attorneys for Defendants, JOHNNY ZAMRZLA,  
10 PAMELLA ZAMRZLA, JOHNNY LEE  
11 ZAMRZLA AND JEANETTE ZAMRZLA

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

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

16 ANTELOPE VALLEY  
17 GROUNDWATER CASES.

Judicial Council Coordination  
Proceeding No.: 4408

LASC Case No. BC325201

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

**DECLARATION OF JOHNNY ZAMRZLA IN  
SUPPORT OF THE ZAMRZLAS' MOTIONS  
TO SET ASIDE OR MODIFY JUDGMENT**

**Date: December 13, 2022**  
**Time: 9:00 a.m.**

18 I, Johnny Zamrzla, declare as follows:

19 1. I have personal knowledge of each fact stated in this declaration, and if called to  
20 testify, would do so competently as to each fact stated herein.

21 2. We first received a letter from the Watermaster on July 16, 2018, a letter dated by  
22 the Watermaster as June 9, 2018. Since that date, we have actively attempted to address the issue  
23 of our water rights. We promptly retained counsel, Mr. Brumfield, who requested on July 24, 2018  
24 that the Watermaster stipulate to the Zamrzlas being permitted to intervene in the litigation. No  
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1 response was received. Mr. Brumfield followed up again on August 6, 2018, again no response  
2 was given to the request.

3 3. In response to the Watermasters' request for information regarding how much both  
4 sets of Zamrzlas planned to pump in the future, Mr. Brumfield provided the requested information.  
5 Only after discussions regarding water production amounts and the intervention process had begun,  
6 did the Watermaster then claim the Zamrzlas were Small Pumper Class members. That was, in  
7 fact, the first knowledge we had of the existence of a Small Pumper Class. On November 21, 2018  
8 the Watermaster sent two compliance letters to us. On January 22, 2019, the Watermaster invoiced  
9 us for the year 2018 in the amount of \$273,165. This invoice was based on an error wherein the  
10 Watermaster believed the *estimate* of 650 acre-feet of future water production was the actual  
11 produced amount for 2018. Mr. Brumfield clarified to the Watermaster that the actual 2018  
12 production amount was estimated to be less than 50 acre-feet for each of the Zamrzla parties. On  
13 March 18, 2019 we produced documents demonstrating the actual combined 2018 production  
14 amount totaled 93.75 acre-feet.

15 4. Thereafter, Mr. Brumfield engaged in negotiations with the Watermaster in an  
16 attempt to resolve the discrepancies concerning the 2018 production amount and settle the issue.  
17 The Watermaster refused to withdraw the \$273,165 invoice, despite it being clearly erroneous. On  
18 May 16, 2019 Mr. Brumfield emailed the Watermaster to request corrected and separate invoicing  
19 for each Zamrzla party, explaining that the 2018 invoice was inaccurate as to the Zamrzlas  
20 production, and requesting that the Watermaster board review and correct the invoice. On June 26,  
21 2019 the Watermaster sent a "Final Notice" letter to me. The Watermaster finally responded to  
22 Mr. Brumfield's May 16, 2019 email more than three months after it was sent, on August 20, 2019,  
23 claiming various data and aerial photography shows the Zamrzlas pumped more than they claimed.

24 5. On September 5, 2019, eight months after generating the inaccurate invoice the  
25 Watermaster produced a memorandum from their water engineer which attempted to validate the  
26 Watermaster's inaccurate invoice and claimed the Zamrzlas produced 570 acre-feet in 2018. As a  
27 result of this erroneous report by the Watermaster's engineer, the Zamrzlas hired expert Dr. Jan  
28 Hendrickx. On October 22 and 25, 2019 Dr. Hendrickx inspected the fields referenced by the



1 Watermaster's engineer and Dr. Hendrickx later issued his report persuasively refuting the  
2 Watermaster report, pointing out errors and mistaken assumptions made by the Watermaster, whose  
3 engineer had never inspected the property prior to generating their flawed memorandum. On April  
4 12, 2021, the Watermaster send Mr. Brumfield a draft settlement agreement, however, Mr.  
5 Brumfield noted that the agreement improperly put Johnny and Pamela Zamrzla together with  
6 Johnny Lee and Jeanette Zamrzla as if they were one party.

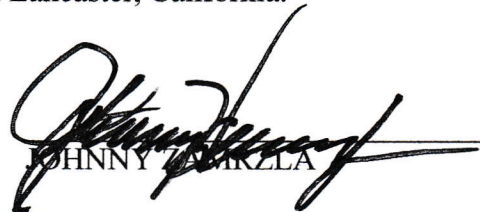
7 6. On October 28, 2021 the Watermaster moved for monetary, declaratory, and  
8 injunctive relief against the Zamrzlas. This motion was the first time the Watermaster  
9 acknowledges its error, now claiming the Zamrzlas owe only \$28,755 based on their own reported  
10 2018 pumping. Notwithstanding this admission of error, the invoice for \$273,165 remains publicly  
11 posted to the Watermaster's website, despite numerous requests that it be withdrawn.

12 7. The Zamrzlas opposed the Watermaster's motion. The Watermaster filed a reply  
13 brief. Four hearings were held as to the Watermaster's claims against us: December 10, 2021,  
14 January 25, 2022, February 18, 2022, and March 4, 2022.

15 8. We welcomed that opportunity to meet and confer with the Watermaster to reach an  
16 agreement regarding our water entitlement. The Watermaster represented to the Court that it would  
17 meet and confer with us to reach an agreement. However, we continued meet and confer attempts,  
18 to no avail as the Watermaster later claimed it had no authority to reach an agreement.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing  
20 is true and correct of my own knowledge, and if called to do so, could and would competently  
21 testify to the matters set forth herein.

22 Executed on this 26<sup>th</sup> day of October, 2022 at Lancaster, California.

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