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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

**SUPPLEMENTAL COMPENDIUM OF
EVIDENCE IN SUPPORT OF THE
ZAMRZLAS' MOTIONS TO SET ASIDE OR
MODIFY JUDGMENT**

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

18
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21
22 Defendants The Zamrzlas' submit the following evidence in support of their motions to
23 modify or set aside the judgment:


- 24 18. Relevant portions of the transcript of December 10, 2021 hearing.
- 25 19. Small Pumper Qualification Determination form from Antelope Valley
- 26 Watermaster's public website.
- 27 20. Relevant portions of the Deposition of Johnny Zamrzla, taken June 3, 2022.
- 28 21. Stipulation between Zamrzlas, the Settling Parties, and the Watermaster.

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- 22. Second Stipulation between Zamrzlas, the Settling Parties, and the Watermaster.
- 23. Grimmway Enterprises' Amended Responses to Requests for Admission, dated September 30, 2022.
- 24. Grimmway Enterprises' Amended Responses to Form Interrogatories, dated September 30, 2022.
- 25. Grimmway Enterprises' Amended Responses to Special Interrogatories, dated September 30, 2022.
- 26. Watermaster's Reply in Support of Watermaster's Motion, dated December 3, 2021.

Dated: October 26, 2022

MATHENY SEARS LINKERT & JAIME, LLP

By: 

NICHOLAS R. SHEPARD, ESQ.,
Attorney for Defendants, JOHNNY
ZAMRZLA, PAMELLA ZAMRZLA,
JOHNNY LEE ZAMRZLA AND
JEANETTE ZAMRZLA

EXHIBIT 18

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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 as opposed to him having the burden of proof, to prove
2 positive. And they have not done so as to the notice
3 being sent.

4 And also I think this is interesting too, because
5 we were just talking about the Charles Tapia situation.
6 Charles Tapia was served, if you recall -- well, he
7 claims he was served. As you might recall, we filed a
8 motion to set aside the default based upon defective
9 efforts of service when you granted. And that's how
10 Charlie Tapia got to participate in the case.

11 There was never an effort to serve the Zamrzlas.
12 There is nothing in the docket. You will not find
13 anything. You will not find their name on a proof of
14 publication. You just will not find their name except
15 in this list of names of supposedly small pumpers which
16 is not even submitted in support of the motion. And
17 plus Mr. Dunn's rank hearsay and lack of personal
18 knowledge in the declaration, the one declaration
19 submitted in support of the motion.

20 And so, you know, these are vital interests.
21 This is not -- as cited in Mr. Parton's reply he cites a
22 case regarding Apple, Apple Computer. That is a
23 nationwide case where the mailing of the notice related
24 to a \$50 coupon to get Apple products in a class action
25 with millions and millions of properties.

1 This case is a relatively small region, defined
2 people. They are not hard to find. There should have
3 been efforts to at a minimum serve the Zamrzlas. If
4 they were served we wouldn't be having this discussion
5 today because if they had been served and didn't respond
6 they would be bound without any question at all.

7 Without this notice being sent to them they did
8 not know about the rights to opt out. They have not
9 received any of the notices. They would not have just
10 sat on legal notices. That is a ludicrous assumption to
11 make.

12 And so I think as to the notice issue I think
13 that's also really interesting to point out that in the
14 reply paperwork Mr. Parton doesn't even try to claim
15 that publication is a proper notice method under
16 California Rules of Court 3.7666. The motion is just
17 devoid of any evidence that any of these notices were
18 given to the Zamrzlas which was giving them the right to
19 opt out.

20 And the importance of this, you well know, Your
21 Honor, we're talking about people who have had property
22 for 50 years in the Valley. They've pumped significant
23 amounts of water every year they've owned these
24 properties. This inclusion without any evidence of them
25 being given the notices renders their properties

1 worthless. It is akin to eminent domain or inverse
2 condemnation, quite frankly. It makes them completely
3 worthless. It makes it to the point that someone can't
4 even live there. That's why the notice issue is vitally
5 important.

6 THE COURT: Well, what do you make of the fact
7 that a lawyer representing the class included them as
8 his clients?

9 MR. BRUMFIELD: But beyond saying lack of
10 diligence and negligence, which leads to entirely
11 different issues related to E&O I not sure what to say.

12 THE COURT: Well, if a lawyer purports to
13 represent a client and in a sense gives the court
14 jurisdiction to make orders concerning that client, and
15 there were a lot of orders made with regard to the small
16 pumper class which encompassed every member who the
17 lawyer, Mr. McLachlan indicated were his clients as
18 members of that class, doesn't that have some impact?
19 Doesn't that somehow or other raise the issue as to
20 whether or not the client is initiating party?

21 Because this was a complaint filed by counsel for
22 the small pumper class. And the small pumper class was
23 included as a legitimate class. It was certified. And
24 the Court made findings and orders and adjudications
25 concerning every member of that class.

1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby
3 certify:

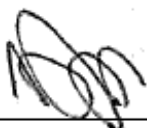
4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were administered an oath; that
8 a record of the proceedings was made by me using
9 machine shorthand which was thereafter transcribed
10 under my direction; that the foregoing transcript is
11 a true record of the testimony given.

12 Further, that if the foregoing pertains to
13 the original transcript of a deposition in a Federal
14 Case, before completion of the proceedings, review
15 of the transcript [] was [] was not requested.

16 I further certify I am neither financially
17 interested in the action nor a relative or employee
18 of any attorney or any party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21 Dated: 12/27/2021

22 
23 _____

24 JOANNA BROADWELL

25 CSR No. 10959

EXHIBIT 19

SMALL PUMPER QUALIFYING DOCUMENTATION*

ANTELOPE VALLEY WATERMASTER

Please include an application fee according to the fee schedule posted on the Watermaster website:

<https://avwatermaster.net>. Make check out to: Antelope Valley Watermaster

Please mail to: Antelope Valley Watermaster, 5022 West Avenue N, Palmdale, CA 93551 Suite 102 #158 OR email to:

info@avwatermaster.net Call Watermaster Administrative staff at 661-234-8233 with questions.

** This form is to be used by private entities who believe they qualify as "Small Pumpers" in the Antelope Valley Groundwater Adjudication and are not now on the "Small Pumper Class" list. Small Pumper Class is defined as: "All private (i.e., non-government) Persons and entities that own real property within the Basin, as adjudicated, and that have been pumping less than 25 acre-feet per Year on their property during any Year from 1946 to December 23, 2015". Any new production on a parcel that was not pumped prior to December 23, 2015 does not qualify to be in the Small Pumper Class.*

Date _____ Well Site APN _____ Subarea _____

Property Owner/Well Owner _____

Property Owner/Well Owner Mailing Address _____

Property Address, if different than Owner's Address _____

Contact Phone Number _____ Contact email _____

Note: Legal notices under the Judgment will be sent to the above email address. You are required to keep this information up to date. Please notify the Watermaster of any changes.

Parcel and Well

Please attach photographs showing property and existing well (cell phone photos can be emailed, if convenient)

Please attach an 8½" by 11" paper site plan of the parcel (legible hand sketch or Google map acceptable) showing:

1. Location of parcel features, including major buildings, landscaped areas, all existing wells, roads, etc.
2. Location of the existing well(s) with estimated dimensions in feet from well to nearest cross streets.

Please provide supporting documentation listed below, to the extent readily available:

- Documentation that the well was drilled on the property prior to December 23, 2015 (e.g., County well permit, DWR Well Completion Report, etc.).
- If sufficient documentation is not provided in bullet above, property owner agrees to allow Watermaster Engineer or designated agent access to the property at a mutually-agreed upon time to physically inspect the well and property.
- Uses of the existing well (for example, domestic, irrigation, livestock, etc.). Also provide an estimate of annual household occupancy (number of residents), history of land irrigation and acreage, and history of livestock/animals that resided on the property and that relied on the well during the period 1946 – 2015.
- Land deed/parcel information indicating use of land and/or historical aerial photographs of land showing land use.
- Other pertinent information that demonstrates the use and production amounts of the well during the 1946 to 2015 time period.

Voluntary Information on Existing Well, if readily available:

Existing Well Latitude/Longitude (or x, y) _____

Existing Well pumping capacity _____ gpm Average annual production from Existing Well _____ acre-feet/year

Use(s) of the Existing Well (agricultural, domestic, industrial, municipal, monitoring, etc.) _____

Existing Well construction date _____ Casing Materials _____ Casing Diameter _____ inches

Surface seal material and depth _____ Screened interval _____ feet below ground surface

Well Depth _____ feet Ground surface elevation _____ feet above mean sea level

Depth to water _____ feet Is there a meter on the well? _____

Please attach a copy of the DWR Well Completion Report, if readily available.

Signatures

I understand and agree to abide by the terms of the Antelope Valley Adjudication Judgment. I certify that I own the property on which the well is located and it will be used for private (i.e., non-governmental) use. I also certify that the existing well on the property has been pumping less than 25 acre-feet per year (AFY) during any year from 1946 to December 23, 2015. I understand that if I pump more than 3 AFY from my property I may have to install a meter and pay a replacement water assessment. I understand that these water rights are not transferable from the parcel. I certify that I did not “opt out” of the Small Pumper Class during the Adjudication process. I further certify that the information given in this application is correct to the best of my knowledge and that the signature below, whether original, electronic, or photocopied, is authorized and valid, and is affixed with the intent to be enforceable.

Signature of Property Owner/Well Owner _____ Date _____

Signature of Consultant/Agent _____ Date _____

<p>To be completed by the Watermaster:</p> <p>Watermaster Staff Approval _____ Date _____</p> <p>Watermaster Board Approval _____ Date _____</p>

EXHIBIT 20

Johnny Zamrzla
June 03, 2022

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordination Proceeding

Judicial Council
Coordination

ANTELOPE VALLEY GROUNDWATER
CASES,

Proceeding No. 4408

Los Angeles County Waterworks
District No. 40 v. Diamond Farming
Co.

Los Angeles County Waterworks
District No. 40 v. Diamond Farming
Co.

Wm Bolthouse Farms, Inc. v. City
of Lancaster

Diamond Farming Co. v. City of
Lancaster

Diamond Farming Co. v. Palmdale
Water District,

AND RELATED ACTIONS

DEPOSITION OF JOHNNY ZAMRZLA

Friday, June 3, 2022

8:59 a.m. - 5:43 p.m.

1331 Garden Highway, 2nd Floor

SACRAMENTO, CALIFORNIA

REPORTED BY:

Ingrid Skorobohaty

CSR No. 11669

1 that's great.

2 A. We are talking about Antelope Valley --

3 Q. Adjudication.

4 A. -- adjudication.

5 Q. So you understand, when I say "adjudication,"
6 that's what I mean?

7 A. Yes, ma'am, I do.

8 Q. So did you ever talk to John Calandri about
9 the adjudication?

10 A. In particulars, not that I recall.

11 Q. Not -- what about not in particulars?

12 A. I never talked to anybody during that time
13 frame about individual activities that were going on
14 about myself or what they were doing. It never came up.

15 Q. What about not individual activities with the
16 adjudication, the adjudication in general?

17 A. I think there were general discussions, but I
18 wasn't a part of it, didn't feel -- I thought it was the
19 big guys, so I never -- I never paid that much attention
20 to -- but I don't remember there was that much
21 conversation about water or adjudication. We were there
22 for blue ribbon.

23 Q. Did you talk to Greg Medeiros when you were --
24 as a member of the blue ribbon committee?

25 A. I talk to Greg a lot, even besides blue

1 STATE OF CALIFORNIA)
2 COUNTY OF SACRAMENTO)

3

4 I, Ingrid Skorobohaty, a Certified Shorthand
5 Reporter, do hereby certify:

6 That prior to being examined, the witness in
7 the foregoing proceedings was by me duly sworn to
8 testify to the truth, the whole truth, and nothing but
9 the truth;

10 That said proceedings were taken before me at
11 the time and place therein set forth and were taken down
12 by me in shorthand and thereafter transcribed into
13 typewriting under my direction and supervision;

14 I further certify that I am neither counsel
15 for, nor related to, any party to said proceedings, nor
16 in anywise interested in the outcome thereof.

17 In witness whereof, I have hereunto subscribed
18 my name.

19

20 Dated: June 10, 2022

21 

22 _____
23 Ingrid Skorobohaty
24 CSR No. 11669

24

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EXHIBIT 21

1 ERIC N. ROBINSON, State Bar No. 191781
erobinson@kmtg.com
2 STANLEY C. POWELL, State Bar No. 254057
spowell@kmtg.com
3 JENIFER N. RYAN, State Bar No. 311492
jryan@kmtg.com
4 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation
5 1331 Garden Highway, 2nd Floor
Sacramento, California 95833
6 Telephone: (916) 321-4500
Facsimile: (916) 321-4555
7

8 MICHAEL N. FEUER, State Bar No. 111529
Los Angeles City Attorney
9 JOSEPH BRAJEVICH, General Counsel, Water and Power
BRIAN C. OSTLER, General Counsel, Los Angeles World Airports
10 Attorneys for CITY OF LOS ANGELES and
LOS ANGELES WORLD AIRPORTS
11 Attorneys for City of Los Angeles and Los
Angeles World Airports
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

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16 Coordination Proceeding
17 ANTELOPE VALLEY GROUNDWATER
CASES,
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19 Los Angeles County Waterworks District No.
40 v. Diamond Farming Co.
20 Los Angeles County Waterworks District No.
40 v. Diamond Farming Co.
21 Wm Bolthouse Farms, Inc. v. City of
22 Lancaster
23 Diamond Farming Co. v. City of Lancaster
24 Diamond Farming Co. v. Palmdale Water
25 District,

26 AND RELATED ACTIONS
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Judicial Council Coordination
Proceeding No. 4408

**STIPULATION REGARDING
ZAMRZLAS' HEARING, DISCOVERY
AND BRIEFING SCHEDULE;
~~[PROPOSED]~~ ORDER**

The Hon. Jack Komar, Dept. 17
Santa Clara Case No. 105 CV 049053

Riverside County Superior Court
Lead Case No. RIC 344436
Case No. RIC 344668
Case No. RIC 353840
Los Angeles Superior Court Case
No. BC 325201
Kern County Superior Court Case
No. S-1500-CV-254348

1 **STIPULATION**

2 The City of Los Angeles (Los Angeles World Airports), Grimmway Enterprises, Palmdale
3 Water District, County Sanitation Districts of Los Angeles County Nos. 14 and 20 (collectively,
4 “Settling Parties”), Antelope Valley Watermaster, and Johnny Zamrzla, Pamella Zamrzla, Johnny Lee
5 Zamrzla and Jeanette Zamrzla (“Zamrzlas”), by and through their respective attorneys of record
6 (individually, “Party” and collectively, “Parties”), stipulate and agree as follows:

7 **RECITALS**

8 A. The Court granted the Settling Parties’ ex parte application to continue the May 3,
9 2022, hearing on the Zamrzlas’ Motions to Set Aside or Modify the Judgment (“Motions”) to 9 a.m.
10 on August 9, 2022.

11 B. The Court directed the Parties to meet and confer and to inform the Court of the
12 outcome of their meet-and-confer efforts on the following: (1) hearing date and length; (2) venue; (3)
13 discovery and briefing deadlines; and (4) court reporter.

14 C. The Parties on April 22, 2022, met and conferred on the issues designated by the Court
15 and reached agreement as set forth in the May 14, 2022, Order regarding the Zamrzlas’ Hearing,
16 Discovery and Briefing Schedule.

17 D. On June 20, 2022, the Parties agreed to continue the dates for discovery, briefing and
18 the hearing as set forth below.

19 **IT IS HEREBY STIPULATED AND AGREED THAT:**

20 1. **Hearing date and venue.** The August 23, 2022, hearing date on the Motions is vacated
21 and rescheduled to start at 9 a.m. on Tuesday, October 25, 2022. The hearing is estimated to last two
22 days and will take place in Department 17 of the Santa Clara County Superior Court located at 161
23 North First Street, San Jose, California 95113.

24 2. **Scope.** The scope of issues for discovery and to be tried at the hearing will be limited
25 to whether the Zamrzlas are bound by the Judgment and Physical Solution entered on December 28,
26 2015, as raised by the Zamrzlas’ motions. The Zamrzlas’ claims to production rights are deferred to a
27 later hearing.

28 3. **Deadlines.** Based on an October 25, 2022, hearing date on the Motions:

1 a. Opposition briefs shall be filed and served by the Settling Parties and
2 Watermaster on or before Friday, October 7, 2022.

3 b. Reply briefs shall be filed and served by the Zamrzlas on or before Monday,
4 October 17, 2022.

5 4. **Briefing and Page Limits.** The Settling Parties may file one opposition of 30 pages or
6 less. The Zamrzlas may file one reply to the Settling Parties' opposition of 20 pages or less. The
7 Watermaster may file separate briefing responding to the Zamrzlas' claims within statutory page
8 limits. The Zamrzlas may file a reply to the Watermaster's oppositions within statutory page limits.

9 5. **Discovery.**

10 a. The Parties are permitted to conduct discovery as to any other party, per the
11 Code of Civil Procedure and subject to the terms of this Stipulation.

12 b. Scope of Discovery. Discovery is limited to the scope of the issues to be
13 addressed at the October 25, 2022 hearing, as described above in Section 2.

14 c. Discovery cutoff. Based on an October 25, 2022, hearing date on the Motions
15 and Code of Civil Procedure, the discovery cutoff will be on Monday, September 26, 2022.

16 d. Depositions. The Parties agree to review and to provide signed deposition
17 transcripts within 10 days from receipt. Depositions of the Zamrzlas will take place in Bakersfield,
18 California, unless otherwise agreed by the Parties. The depositions of the Zamrzlas will take place
19 between August 17-19, 2022, and will continue day to day until completed.

20 e. Written discovery. The Parties agree to shorten the time for written discovery
21 responses to 20 days from service of discovery requests.

22 f. Disputes. If there are any discovery disputes that the Parties cannot settle
23 among themselves, the Parties will ask the Court's clerk to schedule a teleconference with the Court to
24 resolve the dispute informally.

25 g. Extending discovery and merits briefing and hearing schedule. If any party
26 determines more time is needed for discovery, that party shall file with the Court a written request for
27 an extension showing good cause.

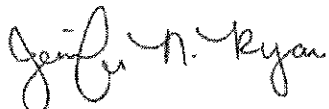
28 6. **Experts.** Electronic exchange of expert disclosures shall be made by 5:00 p.m. on

1 Friday, August 19, 2022. Electronic exchange of rebuttal experts shall be made by 5:00 p.m. on
2 Friday, September 9, 2022. Any expert testimony or document shall be limited to the issues set for the
3 October 25, 2022, hearing, as described in Section 2, above. Expert disclosures will be made
4 according to the California Code of Civil Procedure. Expert depositions can be conducted on 7 days
5 electronic notice. Expert deposition transcript review and signature must be completed within 10 days
6 of receipt.

7 7. **Court reporter.** The Parties will provide for a court reporter for the hearing, and will
8 equally share the cost among the Settling Parties (1/3), Watermaster (1/3) and the Zamrzlas (1/3). If
9 any additional party decides to separately oppose the Zamrzlas' Motions, the cost will be further
10 divided equally among the Parties and any additional party.

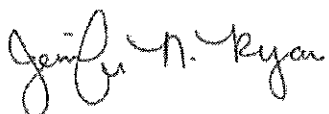
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12 DATED: June 22, 2022

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation

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15 By: 
Eric N. Robinson
Jenifer N Ryan
Attorneys for CITY OF LOS ANGELES and
LOS ANGELES WORLD AIRPORTS

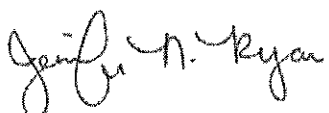
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18 DATED: June 22, 2022

LEBEAU THELEN LLP

19
20 By: 
for
Robert G. Kuhs
Attorneys for GRIMMWAY ENTERPRISES

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23 DATED: June 22, 2022

LAGERLOF, LLP

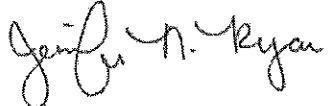
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25 By: 
for
Thomas S. Bunn
Attorneys for PALMDALE WATER DISTRICT

1 DATED: June 22, 2022

ELLISON, SCHNEIDER, HARRIS & DONLAN LLP

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By:  for

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Christopher M. Sanders
Attorneys for COUNTY SANITATION
DISTRICTS OF LOS ANGELES COUNTY NOS.
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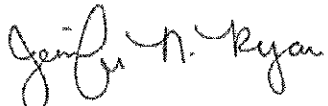
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7 DATED: June 22, 2022

PRICE, POSTEL & PARMA LLP

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By:  for

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Craig Parton
Attorneys for ANTELOPE VALLEY
WATERMASTER

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13 DATED: June __, 2022

MATHENY SEARS LINKERT & JAIME, LLP

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By: _____

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Nicholas R. Shepard
Attorneys for JOHNNY ZAMRZLA, PAMELLA
ZAMRZLA, JOHNNY LEE ZAMRZLA AND
JEANETTE ZAMRZLA

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1 DATED: June __, 2022

LAGERLOF, LLP

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By: _____
Thomas S. Bunn
Attorneys for PALMDALE WATER DISTRICT

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6 DATED: June __, 2022

ELLISON, SCHNEIDER, HARRIS & DONLAN LLP

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By: _____
Christopher M. Sanders
Attorneys for COUNTY SANITATION
DISTRICTS OF LOS ANGELES COUNTY NOS.
14 AND 20

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12 DATED: June __, 2022

PRICE, POSTEL & PARMA LLP

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By: _____
Craig Parton
Attorneys for ANTELOPE VALLEY
WATERMASTER

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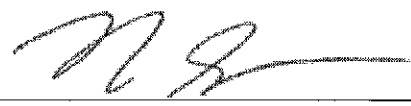
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18 DATED: June 21, 2022

MATHENY SEARS LINKERT & JAIME, LLP

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By: 

Nicholas R. Shepard
Attorneys for JOHNNY ZAMRZLA, PAMELLA
ZAMRZLA, JOHNNY LEE ZAMRZLA AND
JEANETTE ZAMRZLA

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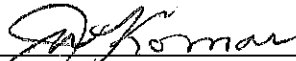
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[PROPOSED] ORDER

The Court having read the foregoing Stipulation, and good cause appearing, **IT IS SO ORDERED.**

DATED: June 29, 2022



Jack Komar

3 **PROOF OF SERVICE**

4 **STATE OF CALIFORNIA, COUNTY OF SACRAMENTO**

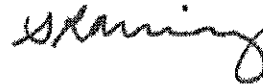
5 At the time of service, I was over 18 years of age and not a party to this action. I am
6 employed in the County of Sacramento, State of California. My business address is 1331 Garden
7 Hwy, 2nd Floor, Sacramento, CA 95833.

8 On June 22, 2022, I served true copies of the following document(s) described as
9 **STIPULATION REGARDING ZAMRZLAS' HEARING, DISCOVERY AND BRIEFING**
10 **SCHEDULE; [PROPOSED] ORDER** on the interested parties in this action as follows:

11 **BY ELECTRONIC TRANSMISSION:** By submitting an electronic version of the
12 document(s) to the parties, through the user interface at avwatermaster.org.

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

15 Executed on June 22, 2022, at Sacramento, California.

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Sherry Ramirez

EXHIBIT 22

1 ERIC N. ROBINSON, State Bar No. 191781
erobinson@kmtg.com

2 STANLEY C. POWELL, State Bar No. 254057
spowell@kmtg.com

3 JENIFER N. RYAN, State Bar No. 311492
jryan@kmtg.com

4 KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation
5 1331 Garden Highway, 2nd Floor
Sacramento, California 95833
6 Telephone: (916) 321-4500
Facsimile: (916) 321-4555

7 MICHAEL N. FEUER, State Bar No. 111529
8 Los Angeles City Attorney

JULIE CONBOY RILEY, General Counsel, Water and Power
9 BRIAN C. OSTLER, General Counsel, Los Angeles World Airports
NARGIS CHOUDHRY, Deputy City Attorney, Los Angeles World Airports
10 Attorneys for Defendant CITY OF LOS ANGELES and
LOS ANGELES WORLD AIRPORTS

11 Attorneys for City of Los Angeles and Los
12 Angeles World Airports

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

16 Coordination Proceeding

17 ANTELOPE VALLEY GROUNDWATER
18 CASES,

19 Los Angeles County Waterworks District No.
40 v. Diamond Farming Co.

20 Los Angeles County Waterworks District No.
21 40 v. Diamond Farming Co.

22 Wm Bolthouse Farms, Inc. v. City of
Lancaster

23 Diamond Farming Co. v. City of Lancaster

24 Diamond Farming Co. v. Palmdale Water
25 District,

26 AND RELATED ACTIONS
27

Judicial Council Coordination
Proceeding No. 4408

**STIPULATION REGARDING
ZAMRZLAS' HEARING, DISCOVERY
AND BRIEFING SCHEDULE;
[PROPOSED] ORDER**

The Hon. Jack Komar, Dept. 17
Santa Clara Case No. 105 CV 049053

Riverside County Superior Court
Lead Case No. RIC 344436
Case No. RIC 344668
Case No. RIC 353840

Los Angeles Superior Court Case
No. BC 325201

Kern County Superior Court Case
No. S-1500-CV-254348

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STIPULATION

The City of Los Angeles (Los Angeles World Airports), Grimmway Enterprises, Palmdale Water District, County Sanitation Districts of Los Angeles County Nos. 14 and 20 (collectively, “Settling Parties”), Antelope Valley Watermaster, and Johnny Zamrzla, Pamella Zamrzla, Johnny Lee Zamrzla and Jeanette Zamrzla (“Zamrzlas”), by and through their respective attorneys of record (individually, “Party” and collectively, “Parties”), stipulate and agree as follows:

RECITALS

A. The Court granted the Settling Parties’ ex parte application to continue the May 3, 2022, hearing on the Zamrzlas’ Motions to Set Aside or Modify the Judgment (“Motions”) to 9 a.m. on August 9, 2022.

B. The Court directed the Parties to meet and confer and to inform the Court of the outcome of their meet-and-confer efforts on the following: (1) hearing date and length; (2) venue; (3) discovery and briefing deadlines; and (4) court reporter.

C. The Parties on April 22, 2022, met and conferred on the issues designated by the Court and reached agreement as set forth as set forth in the May 14, 2022, Order regarding the Zamrzlas’ Hearing, Discovery and Briefing Schedule.

D. On June 20, 2022, the Parties agreed to continue the dates for discovery, briefing and the hearing as set forth in the June 22, 2022, Order regarding the Zamrzlas’ Hearing, Discovery and Briefing Schedule.

E. On October 7, 2022, the Parties agreed to continue the dates for briefing and the hearing as set forth below.

IT IS HEREBY STIPULATED AND AGREED THAT:

1. **Hearing date and venue.** The October 25, 2022, hearing date on the Motions is vacated and rescheduled to start at 9 a.m. on Tuesday, December 13, 2022. The hearing is estimated to last two days and will take place in Department 17 of the Santa Clara County Superior Court located at 161 North First Street, San Jose, California 95113.

2. **Scope.** The scope of issues for discovery and to be tried at the hearing will be limited to whether the Zamrzlas are bound by the Judgement and Physical Solution entered on December 28,

1 2015. Specifically, the issues are limited to the issues raised by the Zamrzlas’ motions – whether the
2 Zamrzlas were properly given notice of the litigation, and whether they are properly classified as
3 members of the Small Pumpers Class. All issues relating to the quantity of water the Zamrzlas’ may
4 be allowed to produce, if any, are deferred to a later hearing.

5 3. **Deadlines.** Based on a stipulation among the Parties on the Motions:

6 a. Opposition briefs shall be filed and served by the Settling Parties and
7 Watermaster on or before Wednesday, October 12, 2022.

8 b. Reply briefs shall be filed and served by the Zamrzlas on or before Wednesday,
9 October 26, 2022.

10 4. **Briefing and Page Limits.** The Settling Parties may file one opposition of 30 pages or
11 less. The Zamrzlas may file one reply to the Settling Parties’ opposition of 20 pages or less. The
12 Watermaster may file separate briefing responding to the Zamrzlas’ claims within statutory page
13 limits. The Zamrzlas may file a reply to the Watermaster’s oppositions within statutory page limits.

14 5. **Discovery.**

15 a. The Parties concluded discovery on Monday, September 26, 2022.

16 b. Extending merits briefing and hearing schedule. If any party determines more
17 time is needed for discovery, that party shall file with the Court a written request for an extension
18 showing good cause.

19 6. **Experts.** Any expert testimony or report shall be limited to the issues set for the
20 December 13, 2022, hearing, as described in Section 2, above.

21 7. **Court reporter.** The Parties will provide for a court reporter for the hearing, and will
22 equally share the cost among the Settling Parties (1/3), Watermaster (1/3) and the Zamrzlas (1/3). If
23 any additional party decides to separately oppose the Zamrzlas’ Motions, the cost will be further
24 divided equally among the Parties and any additional party.

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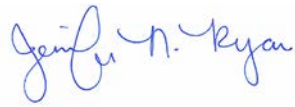
1 DATED: October 7, 2022

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation

2

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By: 
Eric N. Robinson
Jenifer N. Ryan
Attorneys for CITY OF LOS ANGELES and
LOS ANGELES WORLD AIRPORTS

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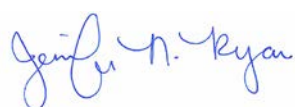
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DATED: October 7, 2022

LEBEAU THELEN LLP

8

9

By: 
for
Robert G. Kuhs
Attorneys for GRIMMWAY ENTERPRISES

10

11


12

DATED: October 7, 2022

LAGERLOF, LLP

13

14

By: 
for
Thomas S. Bunn
Attorneys for PALMDALE WATER DISTRICT

15

16


17

DATED: October 7, 2022

ELLISON, SCHNEIDER, HARRIS & DONLAN LLP

18

19

By: 
for
Christopher M. Sanders
Attorneys for COUNTY SANITATION
DISTRICTS OF LOS ANGELES COUNTY NOS.
14 AND 20

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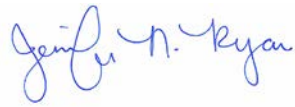
23

DATED: October 7, 2022

PRICE, POSTEL & PARMA LLP

24

25

By: 
for
Craig Parton
Attorneys for ANTELOPE VALLEY
WATERMASTER

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DATED: October 7, 2022

MATHENY SEARS LINKERT & JAIME, LLP

By: 

Nicholas R. Shepard
Attorneys for JOHNNY ZAMRZLA, PAMELLA
ZAMRZLA, JOHNNY LEE ZAMRZLA AND
JEANETTE ZAMRZLA

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~~X~~ **PROPOSED ORDER**

The Court having read the foregoing Stipulation, and good cause appearing, **IT IS SO ORDERED.**

DATED: October ____, 2022

Approved by the Court; signed version to follow.

Jack Komar

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Sacramento, State of California. My business address is 1331 Garden Hwy, 2nd Floor, Sacramento, CA 95833.

On October 7, 2022, I served true copies of the following document(s) described as **STIPULATION REGARDING ZAMRZLAS' HEARING, DISCOVERY AND BRIEFING SCHEDULE; [PROPOSED] ORDER** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY ELECTRONIC TRANSMISSION: By submitting an electronic version of the document(s) to the parties, through the user interface at avwatermaster.org.

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

Executed on October 7, 2022, at Sacramento, California.

Sherry Ramirez

EXHIBIT 23

1 Robert G. Kuhs, SBN 160291
2 **LeBEAU THELEN, LLP**
3 5001 East Commercenter Drive, Suite 300
4 Post Office Box 12092
5 Bakersfield, CA 93389-2092
6 T:661-325-8962; F: 661-325-1127
7 RKuhs@LeBeauThelen.com

8 Attorneys for GRIMMWAY ENTERPRISES, INC.

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

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

Judicial Council Coordination
Proceeding No.: 4408
LASC Case No. BC32501

13 ANTELOPE VALLEY GROUNDWATER
14 CASES.

Santa Clara Superior Court
Case No.: 1-05-CV-049053

**GRIMMWAY ENTERPRISES, INC.'S
AMENDED RESPONSE TO JOHNNY
ZAMRZLA, PAMELLA ZAMRZLA,
JOHNNY LEE ZAMRZLA AND
JEANETTE ZAMRZLAS' REQUESTS
FOR ADMISSION – SET ONE**

15 PROPOUNDING PARTY: Plaintiff, JOHNNY ZAMRZLA, PAMELLA ZAMRZLA,
16 JOHNNY LEE ZAMRZLA AND JEANETTE ZAMRZLA
17
18 RESPONDING PARTY: Defendant, GRIMMWAY ENTERPRISES, INC.
19
20 SET NO.: ONE
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23 **I. INTRODUCTION**

24 Plaintiffs JOHNNY ZAMRZLA, PAMELLA ZAMRZLA, JOHNNY LEE ZAMRZLA
25 and JEANETTE ZAMRZLA (**Propounding Parties**) served Requests for Admission, Set One
26 (**Request**) by electronic mail on defendant GRIMMWAY ENTERPRISES, INC. (**Responding**
27 **Party**) on May 25, 2022. This is Responding Party's amended responses and objections to the
28 Request.

1 **II. DEFINITIONS**

2 The following words and phrases, in addition to the words and phrases defined in Part I,
3 shall govern the construction of these responses and objections unless the context otherwise
4 requires:

5 1. "Ground 1" means that the information sought is neither admissible in evidence
6 nor reasonably calculated to lead to the discovery of admissible evidence. (Code Civ. Proc., §
7 2017.010.)

8 2. "Ground 2" means that the request is not timely under Code of Civil Procedure
9 section 2024.020.

10 3. "Ground 3" means that the request contains a preface or instruction not approved
11 under Chapter 17 of the Civil Discovery Act. (Code Civ. Proc., § 2033.060, subd. (d).)

12 4. "Ground 4" means that the request is not full and complete in and of itself. (Code
13 Civ. Proc., § 2033.060, subd. (d).)

14 5. "Ground 5" means that the request includes a capitalized term but does not
15 include a definition of that term in the request. (Code Civ. Proc., § 2033.060, subd. (e).)

16 6. "Ground 6" means that the request contains subparts, or a compound, conjunctive,
17 or disjunctive request. (Code Civ. Proc., § 2033.060, subd. (f).)

18 7. "Ground 7" means that the request exceeds the statutorily permitted limit. (Code
19 Civ. Proc., § 2033.030, subd. (a).)

20 8. "Ground 8" means that the request is unduly annoying, embarrassing, oppressive,
21 harassing, burdensome, and expensive. (Code Civ. Proc., § 2033.030, subd. (c).)

22 9. "Ground 9" means that the request is vague, ambiguous, and unintelligible.

23 10. "Ground 10" means that the information sought comes within the lawyer-client
24 privilege. (Code Civ. Proc., § 2033.230, subd. (b).)

25 11. "Ground 11" means that the information sought is protected work product under
26 Code of Civil Procedure section 2018.030. (Code Civ. Proc., § 2033.230, subd. (b).)

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF KERN

I have read the foregoing **GRIMMWAY ENTERPRISES, INC.'S AMENDED RESPONSE TO JOHNNY ZAMRZLA, PAMELLA ZAMRZLA, JOHNNY LEE ZAMRZLA AND JEANETTE ZAMRZLAS' REQUESTS FOR ADMISSION – SET ONE** and know its contents.

XX I am the **Land Manager for Grimmway Enterprises, Inc.** a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe, and on that ground allege, that the matters stated in the foregoing document are true.

Executed on September 30, 2022, at Bakersfield, California.

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

CARL F. VOSS, JR.
Type or Print Name


Signature

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) **SS**
COUNTY OF KERN)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen (18) years and not a party to the within-entitled action. My business address is 5001 E. Commercenter Drive, Suite 300, Bakersfield, California 93309. On **September 30, 2022**, I served the within document(s):

GRIMMWAY ENTERPRISES, INC.’S AMENDED RESPONSES TO JOHNNY ZAMRZLA, PAMELLA ZAMRZLA, JOHNNY LEE ZAMRZLA AND JEANETTE ZAMRZLAS’ REQUESTS FOR ADMISSION – SET ONE

BY ELECTRONIC SERVICE: I caused said document(s) to be transmitted to the email address(es) of the addressee(s) designated by posting the document(s) listed above to the Antelope Valley Groundwater Cases to all parties listed on the Santa Clara Superior Court Service List as maintained via Glotrans. Electronic service completed through <http://www.avwatermaster.org>.

BY OVERNIGHT COURIER: By causing the document(s) listed above to be picked up by an overnight courier service company for delivery to the address(es) listed below on the next business day.

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

Executed on **September 30, 2022**, at Bakersfield, California.



TILLIE CORONADO

EXHIBIT 24

1 Robert G. Kuhs, SBN 160291
2 **LeBEAU THELEN, LLP**
3 5001 East Commercenter Drive, Suite 300
4 Post Office Box 12092
5 Bakersfield, CA 93389-2092
6 T: 661-325-8962; F: 661-325-1127
7 RKuhs@LeBeauThelen.com

8 Attorneys for GRIMMWAY ENTERPRISES, INC.

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

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

Judicial Council Coordination
Proceeding No.: 4408
LASC Case No. BC32501

13 ANTELOPE VALLEY GROUNDWATER
14 CASES.

Santa Clara Superior Court
Case No.: 1-05-CV-049053

**GRIMMWAY ENTERPRISES, INC.’S
AMENDED RESPONSES TO JOHNNY
ZAMRZLA, PAMELLA ZAMRZLA,
JOHNNY LEE ZAMRZLA AND
JEANETTE ZAMRZLAS’ FORM
INTERROGATORIES - GENERAL –
SET ONE**

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20 PROPOUNDING PARTY: Plaintiff, JOHNNY ZAMRZLA, PAMELLA ZAMRZLA,
21 JOHNNY LEE ZAMRZLA AND JEANETTE ZAMRZLA
22 RESPONDING PARTY: Defendant, GRIMMWAY ENTERPRISES, INC.
23 SET NO.: ONE

24 **I. INTRODUCTION**

25 Plaintiffs JOHNNY ZAMRZLA, PAMELLA ZAMRZLA, JOHNNY LEE ZAMRZLA
26 and JEANETTE ZAMRZLA (**Propounding Parties**) served Form Interrogatories - General, Set
27 One (**Request**) by electronic mail on defendant GRIMMWAY ENTERPRISES, INC.

1 (Responding Party) on May 25, 2022. This is Responding Party's amended responses and
2 objections to the Request.

3 II. DEFINITIONS

4 The following words and phrases, in addition to the words and phrases defined in Part I,
5 shall govern the construction of these answers and objections unless the context otherwise
6 requires:

7 1. "Ground 1" means that the matter sought is neither admissible in evidence nor
8 reasonably calculated to lead to the discovery of admissible evidence. (Code Civ. Proc., §
9 2017.010.)

10 2. "Ground 2" means that the Interrogatories are not timely. (Code Civ. Proc., §
11 2024.020.)

12 3. "Ground 3" means that the Interrogatories contain a preface or instruction not
13 approved under Chapter 17 of the Civil Discovery Act. (Code Civ. Proc., § 2030.060, subd. (d).)

14 4. "Ground 4" means that the Interrogatory is not full and complete in and of itself.
15 (Code Civ. Proc. § 2030.060, subd. (d).)

16 5. "Ground 5" means that the Interrogatory contains subparts, or a compound,
17 conjunctive, or disjunctive question. (Code Civ. Proc., § 2030.060, subd. (f).)

18 6. "Ground 6" means that the information sought is equally available to
19 Propounding Party. (Code Civ. Proc., § 2030.220, subd. (c).)

20 7. "Ground 7" means that the information sought would necessitate the preparation
21 or the making of a compilation, abstract, audit, or summary of or from the documents of
22 Responding party and the burden or expense of preparing or making it would be substantially the
23 same for Propounding Party as for Responding Party. (Code Civ. Proc., § 2030.230.)

24 8. "Ground 8" means that the information sought comes within the lawyer-client
25 privilege. (Code Civ. Proc., § 2030.240, subd. (b).)

26 9. "Ground 9" means that the information sought is protected work-product under
27 Code of Civil Procedure section 2018.030. (Code Civ. Proc., § 2030.240, subd. (b).)

28 10. "Ground 10" means that the Interrogatory is vague, ambiguous, and unintelligible.

1 Request Nos. 1-8 (a-d). The Responding Party leased a portion of APNs 3220-006-002
2 and 3220-006-003 from Johnny Zamrzla for use during 2006 and produced about 294 acre-feet.
3 The Responding Party leased a well from Johnny Zamrzla for use during year 2008 to grow
4 crops on adjacent land and produced about 475 acre-feet. Witnesses include Johnny Zamrzla,
5 Craig Van Dam and Carl Voss, who can be contacted through counsel. The Responding Party
6 has produced a copy of the 2006 land lease and 2008 well use agreement. Additional
7 documents may be in the possession of the Demanding Party.

8 Request Nos. 9-19 (a-d). The Responding Party lack sufficient information and belief to
9 admit or deny.

10 Dated: September 30, 2022

LeBEAU THELEN, LLP

11
12 By: 
13 Robert G. Kuhs
14 Attorneys for GRIMMWAY ENTERPRISES, INC.
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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF KERN

I have read the foregoing **GRIMMWAY ENTERPRISES, INC.'S AMENDED RESPONSE TO JOHNNY ZAMRZLA, PAMELLA ZAMRZLA, JOHNNY LEE ZAMRZLA AND JEANETTE ZAMRZLAS' FORM INTERROGATORIES – GENERAL – SET ONE** and know its contents.

XX I am the **Land Manager for Grimmway Enterprises, Inc.** a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe, and on that ground allege, that the matters stated in the foregoing document are true.

Executed on September 30, 2022, at Bakersfield, California.

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

CARL F. VOSS, JR.

Type or Print Name


Signature

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) **SS**
COUNTY OF KERN)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen (18) years and not a party to the within-entitled action. My business address is 5001 E. Commercenter Drive, Suite 300, Bakersfield, California 93309. On **September 30, 2022**, I served the within document(s):

GRIMMWAY ENTERPRISES, INC.’S AMENDED RESPONSES TO JOHNNY ZAMRZLA, PAMELLA ZAMRZLA, JOHNNY LEE ZAMRZLA AND JEANETTE ZAMRZLAS’ FORM INTERROGATORIES - GENERAL – SET ONE

BY ELECTRONIC SERVICE: I caused said document(s) to be transmitted to the email address(es) of the addressee(s) designated by posting the document(s) listed above to the Antelope Valley Groundwater Cases to all parties listed on the Santa Clara Superior Court Service List as maintained via Glotrans. Electronic service completed through <http://www.avwatermaster.org>.

BY OVERNIGHT COURIER: By causing the document(s) listed above to be picked up by an overnight courier service company for delivery to the address(es) listed below on the next business day.

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

Executed on **September 30, 2022**, at Bakersfield, California.



TILLIE CORONADO

EXHIBIT 25

1 Robert G. Kuhs, SBN 160291
2 **LeBEAU THELEN, LLP**
3 5001 East Commercenter Drive, Suite 300
4 Post Office Box 12092
5 Bakersfield, CA 93389-2092
6 T:661-325-8962; F: 661-325-1127
7 RKuhs@LeBeauThelen.com

8 Attorneys for GRIMMWAY ENTERPRISES, INC.

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

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

13 ANTELOPE VALLEY GROUNDWATER
14 CASES.

Judicial Council Coordination
Proceeding No.: 4408
LASC Case No. BC32501

Santa Clara Superior Court
Case No.: 1-05-CV-049053

**GRIMMWAY ENTERPRISES, INC.'S
AMENDED RESPONSES TO JOHNNY
ZAMRZLA, PAMELLA ZAMRZLA,
JOHNNY LEE ZAMRZLA AND
JEANETTE ZAMRZLAS' SPECIAL
INTERROGATORIES – SET ONE**

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20 PROPOUNDING PARTY: Plaintiff, JOHNNY ZAMRZLA, PAMELLA ZAMRZLA,
21 JOHNNY LEE ZAMRZLA AND JEANETTE ZAMRZLA
22 RESPONDING PARTY: Defendant, GRIMMWAY ENTERPRISES, INC.
23 SET NO.: ONE

24 **I. INTRODUCTION**

25 Plaintiffs JOHNNY ZAMRZLA, PAMELLA ZAMRZLA, JOHNNY LEE ZAMRZLA
26 and JEANETTE ZAMRZLA (**Propounding Parties**) served Special Interrogatories, Set One
27 (**Request**) by electronic mail on defendant GRIMMWAY ENTERPRISES, INC. (**Responding**

1 Party) on May 25, 2022. This is Responding Party's amended responses and objections to the
2 Request.

3 II. DEFINITIONS

4 The following words and phrases, in addition to the words and phrases defined in Part I,
5 shall govern the construction of these answers and objections unless the context otherwise
6 requires:

7 1. "Ground 1" means that the matter sought is neither admissible in evidence nor
8 reasonably calculated to lead to the discovery of admissible evidence. (Code Civ. Proc., §
9 2017.010.)

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13 approved under Chapter 17 of the Civil Discovery Act. (Code Civ. Proc., § 2030.060, subd. (d).)

14 4. "Ground 4" means that the Interrogatory is not full and complete in and of itself.
15 (Code Civ. Proc., § 2030.060, subd. (d).)

16 5. "Ground 5" means that the Interrogatory contains subparts, or a compound,
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18 6. "Ground 6" means that the information sought is equally available to the
19 Propounding Party. (Code Civ. Proc., § 2030.220, subd. (c).)

20 7. "Ground 7" means that the information sought would necessitate the preparation
21 or the making of a compilation, abstract, audit, or summary of or from the documents of the
22 Responding Party and the burden or expense of preparing or making it would be substantially the
23 same for the Propounding Party as for the Responding Party. (Code Civ. Proc., § 2030.230.)

24 8. "Ground 8" means that the information sought comes within the lawyer-client
25 privilege. (Code Civ. Proc., § 2030.240, subd. (b).)

26 9. "Ground 9" means that the information sought is protected work-product under
27 Code of Civil Procedure section 2018.030. (Code Civ. Proc., § 2030.240, subd. (b).)

28 10. "Ground 10" means that the Interrogatory is vague, ambiguous, and unintelligible.

1 11. "Ground 11" means that the Interrogatory is oppressive, harassing, and
2 burdensome.

3 12. "Ground 12" means that the Interrogatory is overbroad.

4 13. "Ground 13" means that the Interrogatory seeks confidential or trade secret
5 information.

6 14. "Ground 14" means that the information is protected by the right of privacy.

7 15. "Ground 15" means that the Interrogatory seeks matter protected from premature
8 disclosure by Code of Civil Procedure section 2034.210 et. seq.

9 16. "Ground 16" means that the excessive use of definitions and instructions makes
10 the Interrogatory vague, ambiguous, and unintelligible, overly burdensome and oppressive. (See
11 e.g., *Calcor Space Facility v. Superior Court* (1997) 53 Cal.App.4th 216.)

12 III. GENERAL OBJECTIONS

13 Responding Party has not fully investigated the facts of this case, has not completed
14 discovery in this case, and has not completed trial preparation. The responses below disclose
15 only those contentions that presently occur to Responding Party. Further discovery,
16 investigation, legal research, and analysis may supply more facts, add meaning to the known
17 facts, and establish new factual and legal contentions. The responses below are given without
18 prejudice to Responding Party's right to produce evidence of any later discovered fact or facts
19 that Responding Party may later recall.

20 IV. RESPONSES

21 Without waiving the general objections contained in Part III or the specific objections
22 contained in this part, Responding Party responds as follows:

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

24 Objection on Grounds 1, 6, 10, 12 and 15. Discovery is just beginning, and the
25 Responding party has not completed the deposition of Rich Koch and other witnesses, and
26 therefore lacks sufficient information to form a contention. Without waiving such objections,
27 approximately 294 acre-feet in 2006.

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RESPONSE TO SPECIAL INTERROGATORY NO. 10:

Objection on Grounds 1, 10 and 12. Without waiving such objections, the Responding Party farmed a portion of the Propounding Party's land in 2006 and grew carrots. Discovery is continuing.

Dated: September 30, 2022

LeBEAU THELEN, LLP

By: 
Robert G. Kuhs, Esq.
GRIMMWAY ENTERPRISES, INC.

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF KERN

I have read the foregoing **GRIMMWAY ENTERPRISES, INC.'S AMENDED RESPONSE TO JOHNNY ZAMRZLA, PAMELLA ZAMRZLA, JOHNNY LEE ZAMRZLA AND JEANETTE ZAMRZLAS' SPECIAL INTERROGATORIES – SET ONE** and know its contents.

XX I am the **Land Manager for Grimmway Enterprises, Inc.** a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe, and on that ground allege, that the matters stated in the foregoing document are true.

Executed on September 30, 2022, at Bakersfield, California.

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

CARL F. VOSS, JR.
Type or Print Name


Signature

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PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF KERN) **SS**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen (18) years and not a party to the within-entitled action. My business address is 5001 E. Commercenter Drive, Suite 300, Bakersfield, California 93309. On **September 30, 2022**, I served the within document(s):

GRIMMWAY ENTERPRISES, INC.’S AMENDED RESPONSES TO JOHNNY ZAMRZLA, PAMELLA ZAMRZLA, JOHNNY LEE ZAMRZLA AND JEANETTE ZAMRZLAS’ SPECIAL INTERROGATORIES – SET ONE

BY ELECTRONIC SERVICE: I caused said document(s) to be transmitted to the email address(es) of the addressee(s) designated by posting the document(s) listed above to the Antelope Valley Groundwater Cases to all parties listed on the Santa Clara Superior Court Service List as maintained via Glotrans. Electronic service completed through <http://www.avwatermaster.org>.

BY OVERNIGHT COURIER: By causing the document(s) listed above to be picked up by an overnight courier service company for delivery to the address(es) listed below on the next business day.

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

Executed on **September 30, 2022**, at Bakersfield, California.



TILLIE CORONADO

EXHIBIT 26

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

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**

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

Judicial Council Coordination
Proceeding No. 4408

12
13 **ANTELOPE VALLEY**
GROUNDWATER CASES

LASC Case No.: BC 325201

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

14
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16
17
18 **AND ALL RELATED ACTIONS**

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

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

19
20
21 **I. Introduction**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 ///

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


20 **VI. Conclusion**

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

24 Respectfully submitted,

25 Dated: December 3, 2021

PRICE, POSTEL & PARMA LLP

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

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

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

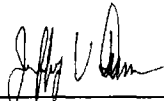
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Exhibit A

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

ANTELOPE VALLEY GROUNDWATER
CASES

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

Plaintiff,

v.

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

Defendants.

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

Case No.: BC391869

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


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

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

IT IS SO ORDERED.

Dated: **MAR 13 2009**



Honorable Jack Komar

Exhibit B

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

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

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

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

Plaintiff,

v.

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

Defendants.

JUDICIAL COUNCIL COORDINATION
PROCEEDING No. 4408

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

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

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

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

ARE YOU A MEMBER OF THE CLASS?

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

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

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

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

WHAT IS THE CASE ABOUT?

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

WHAT DO YOU NEED TO DO?

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

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

If you remain in the Class:

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

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

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

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

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

WHERE CAN YOU GET ADDITIONAL INFORMATION?

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

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

Dated: June 26, 2009

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

Exhibit C

PROOF OF PUBLICATION

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

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

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

STATE OF CALIFORNIA
COUNTY OF KERN

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

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

8/2/09
8/5/09
8/9/09
8/12/09

ALL IN YEAR 2009

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

Sivsten Blackburn

DATED AT BAKERSFIELD CALIFORNIA

August 12, 2009

Solicitor I.D.: 0

First Text
SUPERIOR COURT FOR THE STATE OF CALIFORNIA

Ad Number 11393604

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

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

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

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

AUG 2 0 2009

Best Best & Krieger LLP
5 Park Plaza, Suite 1500
Irvine, CA 92614

Affidavit of Publication

-of-

Classified Advertising

Angelina de Cordova

_____ of said
County and State being duly sworn, says:

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

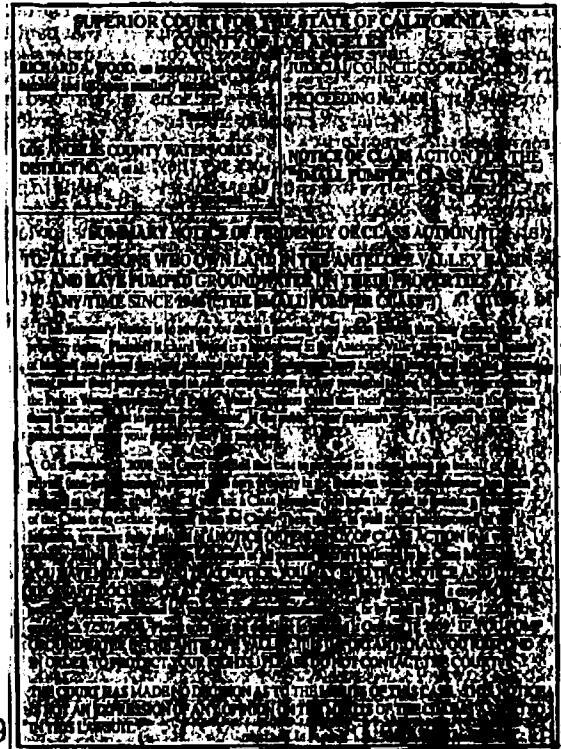
in the above entitled matter of which the annexed is a printed copy, was published in said newspaper

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

on the following days, to-wit:

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

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



[Handwritten signature]

State of California

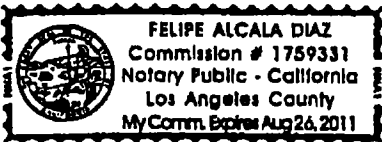
County of Los Angeles

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

20th day of August, 2009 by

(1) Angelina de Cordova
Name of Signer

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



[Handwritten signature]

**Los Angeles Times
Communications LLC**

Publishers of
Los Angeles Times

Affidavit of Publication of

AFFIDAVIT OF INSERTION

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

Advertiser: Best Best Krieger LLP

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

Sun Aug 9th; Wed Aug. 12th

Number of inserts distributed: ROP Advertising

Publication Name: Antelope Valley Press Newspaper

Affidavit Completed:

Date: September 11, 2009

By: Angela Edwards

Title: Advertising Representative

Valley Press

ESTABLISHED 1915

Angela Edwards

Retail Advertising Account Executive

661-940-5368

All Mail: P.O. Box 4050, Palmdale, CA 93590-4050
44939 10th Street West, Lancaster, California 93534-2313
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PROOF OF SERVICE

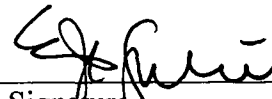
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

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

On December 3, 2021, I served the foregoing document described **WATERMASTER'S REPLY TO ZAMRZLAS' OPPOSITION TO MOTION FOR MONETARY, DECLARATORY AND INJUNCTIVE RELIEF; DECLARATION OF JEFFREY V. DUNN IN SUPPORT THEREOF** on all interested parties in this action by placing the original and/or true copy.

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

Executed on December 3, 2021, at Santa Barbara, California.



Signature
Elizabeth Wright