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

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

**ANTELOPE VALLEY
GROUNDWATER CASES**

Judicial Council Coordination
Proceeding No. 4408

LASC Case No.: BC 325201

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

Assigned for all purposes to:
Hon. Jack Komar

**ANTELOPE VALLEY WATERMASTER'S
REPLY IN SUPPORT OF MOTION FOR
MONETARY, DECLARATORY AND
INJUNCTIVE RELIEF AGAINST
ANNETTE MOORE AND BENNIE E.
MOORE**

*[Filed concurrently with Request for Judicial
Notice, Exhibits A-D]*

Hearing:
Date: March 28, 2025
Time: 9:00 a.m.
Dept: By Courtcall

AND ALL RELATED ACTIONS

1 The Antelope Valley Watermaster (“Watermaster”), having been served with an Opposition
2 to its Motion for Monetary, Declaratory and Injunctive Relief (“Motion”), filed by Respondents
3 Annette Moore and Bennie E. Moore (collectively, “Respondents”),¹ submits this Reply in support
4 of the Motion and asserts as follows:

5 **I. RESPONDENTS’ OPPOSITION IS AN IMPERMISSIBLE COLLATERAL**
6 **ATTACK ON THE VALIDITY AND FINALITY OF THE JUDGMENT**

7 **A. Respondents Have No Federal Reserved Water Rights**

8 Respondents insist that they are vested with federal reserved water rights as to the Property’s
9 groundwater that are superior to those of the State of California, arguing these rights are not subject
10 to the jurisdiction of the Watermaster or this Court. Oppo. at 3:20-4:19. Respondents’ position is
11 based on the vague allegation that the Property was once owned by the United States government,
12 but was subsequently deeded to the Southern Pacific Railroad pursuant to a federal land patent,
13 followed by several additional changes in ownership, culminating in Respondents’ acquisition of the
14 Property in 1998. *Id.* at 4:5-9; Moore Decl. ¶ 2.

15 While federal “reserved water rights” exist as a matter of law, they arise only “when the
16 United States reserves land from the public domain for federal purposes. . . implicitly reserve[ing]
17 sufficient water to accomplish the purposes of the reservation.” *In re Water of Hallett Creek Stream*
18 *Sys.*, 44 Cal. 3d 448, 457 (1988) (citations omitted). “The reservation doctrine thus constitutes an
19 exception to the plenary authority which the states otherwise enjoy over the nonnavigable waters
20 within their borders.” *Ibid.*

21 In this case, however, Respondents provide no credible evidence that the Property was once
22 owned by the federal government. Their sole proof—a completely illegible land patent and an
23 unauthenticated transcription—does not appear to be recorded in any public records and lacks any
24 request for judicial notice. Oppo. (Moore Decl., ¶ 3, Ex. 1). Moreover, it is contradicted by
25 Respondent Bennie Moore’s self-serving declaration, which admits that the document actually
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28 ¹ For ease of reference, all capitalized terms used hereinafter, unless defined, shall have the same
meaning as the definitions assigned to them in the Motion.

1 relates to a property with a completely different assessor's parcel number and address than those of
2 the Property at issue. Oppo. (Moore Decl., ¶ 3). Beyond their self-serving assertions of several
3 changes of address and APN numbers "due to highway construction," there is no evidence linking
4 Respondents' land to any once owned by the federal government. *Ibid.*

5 Even if – *arguendo*– the Property was once subject to a federal reserved water right of some
6 undefined amount in favor of the federal government along with any implied rights to use its water
7 to accomplish the purpose of the reservation, none of the legal authorities cited in the Opposition
8 support – not even in *dicta* – Respondents' argument that federal reserved water rights run with the
9 land and are enforceable by subsequent private party owners. To the contrary, the Ninth Circuit is
10 clear: federal reserved water rights are nontransferable to private parties. *See, e.g., John v. United*
11 *States*, 720 F.3d 1214, 1233 (9th Cir. 2013) (holding that "water rights that the United States
12 impliedly acquires are not forfeited or conveyed to third parties when the government conveys to
13 another party land within a federal reservation"). Similarly, in *United States v. Anderson*, 736 F.2d
14 1358 (9th Cir. 1984), when portions of the Spokane Indian Reservation² in Washington were opened
15 for homesteading and several parcels passed into private non-Indian ownership as a result, the Ninth
16 Circuit held that "a homesteader acquires no federal water rights incident to the transfer of public
17 lands into private ownership." *Id.* at 1362 (citing *California Oregon Power Co. v. Beaver Portland*
18 *Cement Co.*, 295 U.S. 142 (1935)).

19 In other words, federal reserved water rights do not run with the land, can only exist on lands
20 currently owned by the federal government, and can only be asserted by the federal government.
21 When land transfers into private hands, any such rights vanish because the land no longer serves a
22 federal purpose. The United States Supreme Court has construed the reservation doctrine narrowly,
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25 ² "[T]he federal reserved water rights doctrine applies to all federal reservations. The word
26 'reservation' does not mean only an Indian reservation ... but rather 'any body of land, large or
27 small, which Congress has reserved from sale for any purpose.'" *John, supra*, 720 F.3d at 1225
28 (citations omitted). The [federal reserved water rights doctrine or implied reservation] doctrine
applies not only to Indian reservations, but also to other federal enclaves, such as national parks,
forests, monuments, military bases, and wildlife preserves." *In re Gen. Adjudication of All Rts. to*
Use Water in Gila River Sys. & Source, 195 Ariz. 411, 417 (1999) (citing *Cappaert v. United States*,
426 U.S. 128, 138-39 (1976)).

1 holding that a reservation of federal lands impliedly reserves only so much water as is necessary to
2 accomplish the “primary” or “specific” purpose of the reservation. *United States v. New Mexico*,
3 438 U.S. 696, 705-18 (1978). Accepting Respondents’ argument would undoubtedly lead to the
4 absurd result allowing private party transferees of federal land to assert water rights superior to those
5 of the state government and then to use those rights, along with the underlying water resource,
6 untethered from any federal interest.

7 Here, the danger is real. As discussed in more detail in the Motion, Respondents admit to
8 producing groundwater from the Property for sale and transportation offsite for commercial
9 purposes. Motion (Parton Decl., ¶¶ 4-6, Ex. 3). Giving any credibility to Respondents’ argument
10 that they acquired the Property along with federal reserved water rights would create an
11 unconscionable situation and unjustly elevate them above the State of California, allowing
12 unchecked depletion of vital water resources not for any public benefit or federal purpose, *e.g.*,
13 national security, but for their own private enrichment. This Court should not create such an absurd
14 and destructive precedent.³

15 Notably, federal reserved water rights were explicitly addressed in the underlying litigation
16 and in the resulting Judgment. *See* Judgment (Ex. A at ¶ 3.3). The only acknowledged Federal
17 Reserved Water Right relates to the Edwards Air Force Base and Air Force Plant 42. *Id.* at ¶ 5.1.4.
18 “The Court finds that the Physical Solution incorporated as part of this Judgment: ... takes into
19 account water rights priorities, applicable public trust interests and the Federal Reserved Water
20 Right.” *Id.* at ¶ 7.1. While there are numerous other provisions in the Judgment relating to the
21 Federal Reserved Water Right, nowhere does it grant Respondents any such rights.

22 ///

23 ///

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26 ³ Respondents’ arguments based on the Contracts Clause of the U.S. Constitution and the Fifth
27 Amendment are equally unavailing. *Oppo.* at 4:21-28. Respondents are neither a party to a land
28 patent, nor is the Watermaster attempting an eminent domain-type taking of Respondent’s property.
The Watermaster’s goal in filing the Motion is simply to make plain what has been the case: namely
that Respondents are subject to the Judgment and the jurisdiction of the Watermaster, as set forth in
the Judgment.

1 **B. Respondents Have No Grounds For Launching A Collateral Attack On The**
2 **Validity And Finality Of The Judgment**

3 Based on their unsupportable federal reserved water rights argument, Respondents assert that
4 the Judgment is “void and unenforceable as a matter of law.” Oppo. at 5:5-8. Respondents also
5 contend mail theft prevented them from receiving notice of the adjudication, allegedly blocking them
6 from presenting their federal water rights argument during the pendency of the Action. *Id.* at 6:14-
7 7:3; Moore Decl. ¶ 6. This is an impermissible collateral attack aimed at overturning the finality
8 and certainty of the Judgment, which has now been final for almost ten (10) years and detrimentally
9 relied upon by more than 4,000 Parties as to establish their groundwater rights and obligations in the
10 Basin.

11 Attacks on a judgment in the trial court are generally classified as either “direct” or
12 “collateral.” 8 Witkin, Cal. Proc. (6th ed. 2024) Attack on Judgment in Trial Court, § 1. A direct
13 attack on a judgment must follow statutory procedures, such as a motion for new trial or to vacate
14 the judgment. *Id.* at § 2. All other attacks on a judgment are collateral attacks. 8 Witkin, Cal. Proc.
15 (6th ed. 2024) Attack on Judgment in Trial Court, § 6.

16 An action to prevent enforcement of a judgment or to defeat rights acquired under it is a
17 collateral attack on the judgment. (*Estate of Wemyss* (1975) 49 Cal.App.3d 53, 58.) When a collateral
18 attack is made on a California judgment, the presumption of jurisdiction is conclusive if the
19 jurisdictional defect does not appear on the face of the record. (*Craney v. Low* (1956) 46 Cal.2d
20 757, 760.) “The record is the judgment roll, and upon collateral attack it is the only evidence that
21 can be considered in determining the question of jurisdiction.” (*Superior Motels v. Rinn Motor*
22 *Hotels* (1987) 195 Cal.App3d 1032, 1049.) “If such invalidity, or want of jurisdiction, does not
23 appear on the face of the record, it will be presumed in favor of the former judgment, or order, that
24 ‘what ought to have been done was not only done but rightly done.’” (*Rico v. Nasser Bros. Realty*
25 *Co.* (1943) 58 Cal. App. 2d 878, 882.)

26 Here, the Judgment was entered on December 23, 2015 and Notice of Entry of Judgment was
27 served by posting on December 28, 2015. Respondents attempt a collateral attack on the Judgment
28 based upon extrinsic evidence comprised of an unauthenticated federal land patent and the Moore

1 Declaration's mail theft claim. This extrinsic evidence is inadmissible. It is not part of the record
2 in the Action. Thus, the invalidity of the Judgment, as alleged by Respondents, does not appear on
3 the face of the Judgment or the record in this case, which conclusively presumes that the Judgment
4 is valid and not subject to collateral attack. Therefore, Respondents' evidence should not be
5 considered.

6 Furthermore, Respondents' allegation that they did not receive notice of trial or judgment is
7 squarely contradicted by the Court's record in this case. Respondents actually appeared in the Action
8 and filed several pleadings with the Court. Specifically, on August 11, 2014 and September 3, 2014,
9 Respondents filed two letters addressed to the Court and other Parties to the Action, in which
10 Respondents acknowledged receipt of the Summons. *See* Dkt. Nos. 9089, 9214. On September 3,
11 2014, Respondents also filed an Answer and a Cross-Complaint. *See* Dkt. Nos. 9215-16. The
12 Watermaster respectfully requests that the Court take judicial notice of Respondents' filings in the
13 Action pursuant to Evidence Code sections 452(d) and 453, and Rule of Court 3.1306, because said
14 filings are a record of a court of this state.

15 Because Respondents appeared in the Action (based on their filings with the Court) but
16 subsequently failed to litigate or appear during any part of the trial, Respondents were listed on
17 Exhibits B and D to the Judgment as "Non-Appearing Parties." Judgment (Exs. B and D). As Parties
18 to the Action, Respondents undoubtedly received repeated notices of all proceedings in the Action
19 and the need to affirmatively participate in the litigation in order to assert any water rights. Even if
20 some of these notices failed to reach Respondents due to mail theft or other reasons, Respondents
21 simply cannot allege lack of notice because they appeared in the Action, and therefore indisputably
22 had actual notice of the pending litigation. Respondents should not now be rewarded with a "second
23 bite at the apple" for "sticking their heads in the sand" during an alleged mail theft period, while
24 knowing that an all-encompassing groundwater adjudication, that would directly affect their
25 property and water rights, was pending in their community. Respondents chose not to protect their
26 rights through the Action and are now bound by the Judgment, which treats them the same as
27 defaulted Parties with no water rights. Respondents' claim of ignorance and a right to pump
28 groundwater from the Basin with impunity and despite the Judgment should be rejected.

1 Finally, equally futile is Respondents' argument that the Judgment is void and unenforceable
2 due to Respondents' alleged federal reserved water rights. As discussed in more detail above, as
3 private land owners, Respondents are not vested with any federal reserved water rights related to the
4 Property. Thus, Respondents' collateral attack on the Judgment "as a matter of law" should also
5 fail.

6 **II. INJUNCTIVE AND DECLARATORY RELIEF IS WARRANTED**

7 Respondents argue that the Watermaster has not demonstrated irreparable harm or
8 inadequacy of legal remedies. Oppo. at 6:7. Respondents further assert that this case is primarily
9 about monetary damages, which the Watermaster is already seeking, and thus injunctive relief is not
10 appropriate. *Id.* at 6:7-9. Respondents apparently fail to comprehend the nature and gravity of their
11 conduct.

12 As discussed in the Motion, the often unstable nature of water resources renders the
13 protection and preservation of the health of the Basin of paramount importance under the Judgment.
14 Respondents' illegal water production – which is tacitly admitted in the Opposition – has caused and
15 is continuing to cause irreparable harm to the Basin. Because they have no rights to produce
16 groundwater in the Basin, any groundwater produced by Respondents must be replaced.
17 Respondents have paid no Assessments that would have ensured at least partial replenishment.
18 Without an injunction requiring Respondents to cease all production, install meters, submit
19 retroactive Production Reports, and file an Application for New Production, the full scope of
20 monetary relief to which the Watermaster is entitled, such as Assessments and interest, cannot be
21 calculated.

22 To date, it is unclear exactly how much groundwater Respondents have historically pumped
23 from the wells on the Property, or how much groundwater they are currently pumping, because as
24 outlined in the Motion, Respondents have refused to install meters on any of their wells despite years
25 of repeated requests from the Watermaster that they do so. Metering and production reporting are
26 essential to collection of Assessments, and the Judgment authorizes the Watermaster to seek Court
27 intervention to compel compliance and an injunction to prevent further production until meters are
28 installed and production reports are submitted. Judgment (Ex. A at ¶¶ 18.4.10, 18.4.12); R&Rs §

1 19.b.i. Injunctive and declaratory relief is clearly necessary to halt further unlawful production by
2 Respondents until they comply with their obligations as Parties under the Judgment.

3 **III. THE WATERMASTER IS ENTITLED TO INTEREST, ATTORNEYS' FEES AND**
4 **COSTS OF COLLECTION, AND THE REQUESTED ATTORNEYS' FEES ARE**
5 **REASONABLE**

6 Respondents argue in the Opposition that the Watermaster is not entitled to interest,
7 attorneys' fees or costs of collection because the Notice of Motion does not advise of such request
8 for relief, and neither the Notice nor the Motion specify the total amount sought or the basis for the
9 request. Oppo. at 2:10-22. However, the Notice of Motion expressly informs that the Watermaster
10 is seeking "monetary, declaratory and injunctive relief," including "accrued interest and attorneys'
11 fees and costs," "pursuant to the December 23, 2015 Judgment and Physical Solution entered in the
12 above-captioned Antelope Valley Groundwater Adjudication." Notice of Motion 1:28-2:7.
13 Respondents' due process argument, therefore, is without merit.

14 Respondents also argue that the Watermaster is not entitled to any interest on delinquent
15 Assessments and make the bewildering assertion that the Motion sets forth no legal argument
16 supporting the Watermaster's request for such interest to be calculated based on the current real
17 property tax delinquency rates set forth in Cal. Rev. & Tax. Code §§ 2617, 2618, 2621. Oppo. at
18 2:24-3:6. This is incorrect. The Judgment (Judgment (Ex. A at ¶ 18.4.12)) and the R&Rs (R&Rs §
19 19.g.) explicitly authorize the Watermaster to collect delinquent Assessments together with interest
20 thereon, accruing from the due date at the current 10% real property tax delinquency rate for Los
21 Angeles County, as set forth in Cal. Rev. & Tax. Code §§ 2617, 2618, 2621. Motion 11:10-19.
22 Accordingly, Respondents' argument that the Watermaster is not entitled to collect interest on
23 Respondents' delinquent Assessments should be rejected.

24 Finally, Respondents assert that the Watermaster has no grounds for seeking attorneys' fees
25 and that the fees sought in the Motion are excessive and unreasonable. Oppo. at 3:8-16; 5:11-25.
26 Again, the Judgment (Judgment (Ex. A at ¶ 18.4.12)) and the R&Rs (R&Rs § 19.g.) explicitly
27 authorize the Watermaster to collect delinquent Assessments, together with costs of suit, attorneys'
28 fees and reasonable costs of collection. Motion 11:10-14. Moreover, Watermaster's counsel

1 maintains that the fees incurred in this matter are reasonable in light of the time and effort expended
2 on communicating with Respondents and bringing this matter to the Court's attention. Over a period
3 of more than four (4) years, counsel have made repeated efforts to convince Respondents of the
4 illegality of their water production and have pleaded with Respondents to voluntarily comply with
5 the Judgment, only to be met with continued defiance. The amount of time dedicated to
6 communications with Respondents, as well as drafting and filing the Motion and this Reply, is a
7 direct result of Respondents' misguided insistence that they are somehow above the law in this state.
8 Notably, as detailed in the Motion, counsel for the Watermaster has billed this matter at public
9 agency rates, which are substantially lower than his firm's customary hourly rates. For these reasons,
10 all legal fees charged by undersigned counsel are fair and reasonable, and therefore should be
11 approved as requested in the Motion.

12 **IV. CONCLUSION**

13 For all of the foregoing reasons, as well as those set forth in the Motion, good cause exists to
14 enforce the Judgment as to Respondents and their Property, and the Watermaster respectfully urges
15 this Court to grant the Motion in its entirety.

16 Respectfully submitted,

17 Dated: March 21, 2025

PRICE, POSTEL & PARMA LLP

18
19 By:  _____

20 CRAIG A. PARTON
21 CAMERON GOODMAN
22 JEFF F. TCHAKAROV
23 Attorneys for
24 Antelope Valley Watermaster
25
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27
28

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.

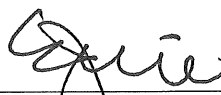
On March 21, 2025, I served the foregoing document described **ANTELOPE VALLEY WATERMASTER'S REPLY IN SUPPORT OF MOTION FOR MONETARY, DEFCLARATORY AND INJUNCTIVE RELIEF AGAINST ANNETTE MOORE AND BENNIE E. MOORE** on all interested parties in this action by placing the original and/or true copy.

☒ **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 March 21, 2025, at Santa Barbara, California.



Signature
Elizabeth Wright