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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 LASC Case No.: BC 325201

13 **ANTELOPE VALLEY**
14 **GROUNDWATER CASES**

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

15 **STATUS UPDATE ON ZAMRZLA**
16 **SETTLEMENT; EXHIBIT A;**
17 **[PROPOSED] ORDER AFTER HEARING**

18 **AND ALL RELATED ACTIONS**

Date: March 4, 2022
Time: 9:00 a.m.
Dept: Courtcall

19
20 At the original hearing on the Watermaster's motion for monetary, declaratory and
21 injunctive relief against the Zamrzlas, which took place on December 10, 2021, the Court directed
22 the parties to meet and confer about possible resolution of the matter. On January 14, 2022,
23 counsel for the Watermaster circulated to counsel for Zamrzlas a proposed draft stipulation and
24 proposed order for settlement of the Watermaster's motion. The parties then attended another
25 hearing on January 25, 2022, at which time no response to the Watermasters' draft January 14,
26 2022 stipulation and order had been received from counsel for the Zamrzlas. Accordingly, the
27 court continued this matter to February 18, 2022.
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1 On February 8, 2022 counsel for the Zamrzlas responded in writing to the Watermaster's
2 proposed draft stipulation and proposed order, and Counsel for the Watermaster responded that
3 same day with comprehensive feedback on all comments by counsel for Zamrzlas. Thereafter,
4 counsel for the Zamrzlas did not further communicate with counsel for the Watermaster, and
5 instead filed a Status Update with this Court on February 11, 2022, alleging that the Watermaster
6 is not cooperating in the settlement negotiations as suggested by the Court.

7 The Court then held a status conference on February 18, 2022 and again directed the
8 parties to cooperate in a proposed draft stipulation and proposed order. Counsel for the
9 Watermaster made what it believed were the necessary edits and amendments to the draft
10 stipulation and proposed order of January 14, 2022 and routed it on February 18, 2022 to counsel
11 for the Zamrzlas. No substantive response has been forthcoming.

12 In light of the inability of the parties to reach a stipulation, and in accordance with Court's
13 Notice of Hearing of even date herewith, the Watermaster has prepared the attached proposed
14 Order After Hearing (see attached Exhibit A) for this Court's consideration and asks that this
15 Order be entered.

16
17 Respectfully submitted,

18 Dated: February 28, 2022

PRICE, POSTEL & PARMA LLP

19
20 By: Craig A. Parton
21 CRAIG A. PARTON
22 TIMOTHY E. METZINGER
23 CAMERON GOODMAN
24 Attorneys for
25 Antelope Valley Watermaster
26
27
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Exhibit A

1 CRAIG A. PARTON, State Bar No. 132759
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13 **ANTELOPE VALLEY**
14 **GROUNDWATER CASES**

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

15 **[PROPOSED] ORDER AFTER HEARING**
16 **ON WATERMASTER'S MOTION FOR**
17 **MONETARY, DECLARATORY AND**
18 **INJUNCTIVE RELIEF AGAINST**
19 **ZAMRZLAS**

20 **AND ALL RELATED ACTIONS**

21 Date: March 4, 2022
22 Time: 9:00 a.m.
23 Dept: By Courtcall

24 On October 28, 2021, the Court held a hearing by Courtcall, the Honorable Jack Komar,
25 judge presiding, on a motion by the Antelope Valley Watermaster ("Watermaster") for
26 monetary, declaratory and injunctive relief against Johnny Zamrzla and Pamella Zamrzla,
27 individually and as Trustees of the Johnny and Pamella Zamrzla 1999 Family Trust created u/d/t
28 dated April 30, 1999 ("J&P"), and John Lee Zamrzla and Jeanette Zamrzla ("J&J", and
collectively with J&P, the "Zamrzlas") in the above captioned action.

1 The matter was continued by the Court in an effort to allow the parties to resolve the
2 dispute through stipulated settlement, and status conferences were held on January 25, 2022 and
3 February 18, 2022. To date, the parties have failed to reach a mutual resolution of the dispute.
4 Appearances are as shown in the Court record. Due cause being shown and having considered the
5 objections, if any, the Court orders as follows:

6 1. As to J&P:

- 7 (a) J&P are Parties to the Judgment with respect to their ownership interest in the
8 real property identified by Los Angeles County Assessor's Parcel Numbers
9 3220-006-026, 3220-006-002 and 3220-006-003 (collectively, the "**J&P**
10 **Property**") and the Groundwater they Produce therefrom, and are therefore
11 subject to the jurisdiction of the Court and need not intervene in the
12 Judgment in order to be subject to the Court's jurisdiction.
- 13 (b) By no later than May 3, 2022, J&P shall either: (i) file an appropriate motion
14 with the Court to seek to acquire a Production Right to Produce Groundwater
15 from the Basin pursuant to the Judgment, and expeditiously litigate said
16 motion to a final determination by the Court; or (ii) submit an application for
17 New Production with the Watermaster.
- 18 (c) Pursuant to Paragraph 18.4.12 of the Judgment: (i) the Watermaster is
19 entitled and has the authority to collect interest on delinquent Replacement
20 Water Assessments ("**RWAs**") related to the J&P Property in the amount of
21 10% of the delinquent RWAs, plus the amount of 1.5% of the delinquent
22 RWAs per month thereafter until paid in full; and (ii) the Watermaster is
23 entitled and has the authority to recover its costs of suit, attorneys' fees and
24 reasonable costs of collection in any action to collect RWAs.
- 25 (d) So long as J&P comply with their obligations in Paragraph 1(b) above, the
26 Watermaster shall withdraw all invoices sent to the Zamrzlas for RWAs and
27 Administrative Assessments ("**AAs**") to date, and any RWAs and AAs
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1 assessed against J&P will be held in abeyance until such time as J&P
2 complete one of the processes set forth in Paragraph 1(b) above, at which
3 time RWAs and AAs assessed against J&P shall be re-calculated by the
4 Watermaster in accordance with the amount of J&P Production Rights, if
5 any, approved by the Court.

6 (e) If J&P fail to perform as agreed in Paragraph 1(b) above, then upon an ex
7 parte application submitted by the Watermaster, with forty-eight (48) hours'
8 notice to J&P, supported by a declaration setting forth the nature and extent
9 of such noncompliance, the Court shall:

- 10 (i) Enter judgment in favor of the Watermaster for \$28,755.35 in
11 delinquent RWAs for the year 2018, plus accrued interest of
12 \$2,875.54;
- 13 (ii) Enter judgment awarding declaratory and injunctive relief enjoining
14 J&P from Producing any Groundwater from the Basin until J&P: (i)
15 pay such delinquent RWAs plus interest, and (ii) submit an
16 application for New Production;
- 17 (iii) Enter judgment in favor of the Watermaster for all attorneys' fees and
18 costs incurred by the Watermaster in relation to enforcement of this
19 Stipulation against J&P; and
- 20 (iv) Enter judgment awarding such declaratory relief as is necessary to
21 confirm J&P's status as Parties to the Judgment as Small Pumper
22 Class Members subject to the jurisdiction of the Court with respect to
23 Groundwater Production from the Basin on the J&P Property.

24 2. As to J&J:

- 25 (a) J&J are Parties to the Judgment with respect to their ownership interest in the
26 real property identified by Los Angeles County Assessor's Parcel Numbers
27 3220-001-028 and 3220-001-027 (collectively, the "**J&J Property**") and the
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1 Groundwater they Produce therefrom, and are therefore subject to the
2 jurisdiction of the Court and need not intervene in the Judgment in order to
3 be subject to the Court's jurisdiction.

4 (b) By no later than May 3, 2022, J&J shall either: (i) file an appropriate motion
5 with the Court to seek to acquire a Production Right to Produce Groundwater
6 from the Basin pursuant to the Judgment, and expeditiously litigate said
7 motion to a final determination by the Court; or (ii) submit an application for
8 New Production with the Watermaster.

9 (c) Pursuant to Paragraph 18.4.12 of the Judgment: (i) the Watermaster is
10 entitled and has the authority to collect interest on delinquent RWAs related
11 to the J&J Property in the amount of 10% of the delinquent RWAs, plus the
12 amount of 1.5% of the delinquent RWAs per month thereafter until paid in
13 full; and (ii) the Watermaster is entitled and has the authority to recover its
14 costs of suit, attorneys' fees and reasonable costs of collection in any action
15 to collect RWAs.

16 (d) So long as J&J comply with their obligations in Paragraph 2(b) above, the
17 Watermaster shall withdraw all invoices sent to the Zamrzlas for RWAs and
18 AAs to date, and any RWAs and AAs assessed against J&J will be held in
19 abeyance until such time as J&J complete one of the processes set forth in
20 Paragraph 2(b) above, at which time RWAs and AAs assessed against J&J
21 shall be re-calculated by the Watermaster in accordance with the amount of
22 J&J Production Rights, if any, approved by the Court.

23 (e) If J&J fail to perform as agreed in Paragraph 2(b) above, then upon an ex
24 parte application submitted by the Watermaster, with forty-eight (48) hours'
25 notice to J&J, supported by a declaration setting forth the nature and extent
26 of such noncompliance, the Court shall:
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- 1 (i) Enter judgment in favor of the Watermaster for \$6,415.90 in
2 delinquent RWAs for the year 2018, plus accrued interest of \$641.59;
3 (ii) Enter judgment awarding declaratory and injunctive relief enjoining
4 J&J from Producing any Groundwater from the Basin until J&J: (i)
5 pay such delinquent RWAs plus interest, and (ii) submit an
6 application for New Production;
7 (iii) Enter judgment in favor of the Watermaster for all attorneys' fees and
8 costs incurred by the Watermaster in relation to enforcement of this
9 Stipulation against J&J; and
10 (iv) Enter judgment awarding such declaratory relief as is necessary to
11 confirm J&J's status as Parties to the Judgment as Small Pumper
12 Class Members subject to the jurisdiction of the Court with respect to
13 Groundwater Production from the Basin on the J&J Property.

14 3. J&P's and J&J's classification as Parties to the Judgment—whether as Small Pumper
15 Class Members, Overlying Producers, Non-Stipulating Parties, or otherwise—shall be determined
16 by the Court after a final ruling on the merits is obtained by either party in accordance with
17 Paragraphs 1(b)(i) and 2(b)(i), above. Any motion filed by either of J&P and/or J&J in accordance
18 with Paragraphs 1(b)(i) or 2(b)(i) above, as applicable, shall be subject to opposition by other
19 Parties to the Judgment, and any claim of Production Rights by either J&P or J&J shall be of no
20 force or effect until a final order is entered by the Court after an opportunity for all interested
21 Parties to object and be heard and after the taking of evidence. Within thirty (30) days after the
22 filing of any motion by either of J&P and J&J in accordance with Paragraphs 1(b)(i) or 2(b)(i)
23 above, all Parties to the Judgment who intend to object to such motion or otherwise participate in
24 such proceedings shall meet and confer with J&P and/or J&J, as the case may be, in an effort to
25 stipulate to the process, procedures and timelines for discovery, briefing, evidentiary hearings and
26 settlement conferences relative to any such motion. In the event J&P and/or J&J fails to file a
27 motion to seek to acquire a Production Right in accordance with Paragraphs 1(b)(i) and/or (b)(i)
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1 above, such shall be deemed a Small Pumper Class Member as set forth in Paragraphs 1(e)(iv) and
2 2(e)(iv) above.

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4 IT IS SO ORDERED.

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7 Date: _____

HON. JACK KOMAR

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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 February 28, 2022, I served the foregoing document described **STATUS UPDATE ON ZAMRZLA SETTLEMENT; EXHIBIT A; [PROPOSED] ORDER AFTER HEARING** 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.scefilng.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 February 28, 2022, at Santa Barbara, California.



Signature
Elizabeth Wright