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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  
16  
17  
18 AND ALL RELATED ACTIONS

**WATERMASTER'S MOTION FOR  
MONETARY, DECLARATORY AND  
INJUNCTIVE RELIEF AGAINST  
RANCHO SIERRA PROPERTIES, LLC;  
DECLARATIONS OF CRAIG A.  
PARTON AND PATRICIA ROSE,  
EXHIBITS 1 - 6**

19 Date: October 25, 2022  
20 Time: 9:00 a.m.  
21 Dept: By Courtcall

22 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

23 **PLEASE TAKE NOTICE** that on October 25, 2022, at 9:00 a.m., or as soon thereafter as  
24 this matter may be heard by telephonic appearance via Courtcall, the Antelope Valley  
25 Watermaster ("**Watermaster**") will, and hereby does, move this Court for an order pursuant to  
26 the December 23, 2015 Judgment and Physical Solution in the Antelope Valley Groundwater  
27 Adjudication (the "**Judgment**") awarding monetary, declaratory and injunctive relief in favor of  
28 the Watermaster and against Rancho Sierra Properties, LLC, a California limited liability

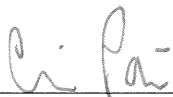
1 company ("RSP") as follows: (1) \$429,662.38 in delinquent Replacement Water Assessments  
2 ("RWAs") and Administrative Assessments ("AAs", and collectively with RWAs,  
3 "Assessments"), plus accrued interest of \$42,966.24, plus attorneys' fees of \$4,243, in the total  
4 amount of \$47,209.24; and (2) for such declaratory and injunctive relief as is necessary to  
5 prohibit RSP from producing any further groundwater from the Antelope Valley Adjudicated  
6 Basin ("Basin") until: (a) RSP pays to the Watermaster all delinquent Assessments, interest  
7 thereon and attorneys' fees; (b) RSP installs a Watermaster Engineer-approved water flow meter  
8 on its well; and (c) RSP submits an application for New Production.

9 This Motion is based on this Notice, the attached Memorandum of Points and Authorities,  
10 the Declarations of Craig A. Parton and Patricia Rose, Exhibits 1 – 6, and on any other evidence  
11 and argument that may be presented on or before the hearing on this matter.

12 Respectfully submitted,

13 Dated: August 31, 2022

PRICE, POSTEL & PARMA LLP

14  
15 By:   
16 CRAIG A. PARTON  
17 TIMOTHY E. METZINGER  
18 CAMERON GOODMAN  
19 Attorneys for  
20 Antelope Valley Watermaster  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION – STATEMENT OF FACTS**

3 The Watermaster is charged with administering the Judgment, which provides that the Court  
4 “retains and reserves full jurisdiction, power and authority for the purpose of enabling the Court,  
5 upon a motion of a Party or Parties . . . to make such further or supplemental order or directions as  
6 may be necessary or appropriate to interpret, enforce, administer or carry out this Judgment . . . .”  
7 (Judgment ¶ 6.5.)

8 The Watermaster’s duties under the Judgment include, among other responsibilities, the  
9 levying and collection of RWAs for the purpose of paying all costs related to Replacement Water  
10 necessary to replace all groundwater produced in excess of any allocated rights to produce  
11 groundwater from the Basin. (*Id.* ¶¶ 3.5.41, 7.3, 9.2.) “The amount of the [RWA] shall be the  
12 amount of such excess Production multiplied by the cost to the Watermaster of Replacement Water,  
13 including any Watermaster spreading costs.” (*Id.* ¶ 9.2.) The RWA rate is expressed in dollars per  
14 acre-foot, and is multiplied by the Replacement Obligation (in acre-feet) to determine the total  
15 RWA. As set forth below, RSP is a Small Pumper Class Member under the Judgment. However,  
16 RSP—by its own admission—produces groundwater from a different well on a different property  
17 than the parcel associated with its rights to use groundwater as a Small Pumper Class Member. As  
18 such, RSP owes RWAs for all groundwater it has produced from the subject property since the date  
19 of entry of the Judgment, and must seek a New Production right if it wishes to continue to produce  
20 groundwater from the subject property.

21 **A. RSP’S SMALL PUMPER CLASS STATUS**

22 RSP is a Small Pumper Class Member by virtue of its ownership of the real property  
23 identified with Los Angeles County Assessor’s Parcel Number 3302-021-035 (the “SPC Parcel”).  
24 The SPC Parcel is a Small Pumper Class parcel that was originally owned by “PQ Technologies  
25 Inc” (“PQT”) identified in Exhibit “C” to the Judgment. On February 4, 2011, PQT transferred  
26 the SPC Parcel to RSP, and title has remained vested in RSP’s name ever since. (Rose Decl. ¶ 3.)  
27 As a Small Pumper Class Member by virtue of its ownership of the SPC Parcel, RSP has the right  
28 to produce up to 3 acre-feet per year from the SPC Parcel without payment of RWAs, but RSP’s

1 right to produce groundwater from the SPC Parcel may not be used by RSP on any other property.  
2 (Judgment at ¶ 5.1.3.3.)

3 **B. THE SUBJECT PROPERTY**

4 RSP also owns the real property located across the street from the SPC Parcel and  
5 identified with Los Angeles County Assessor's Parcel Number 3302-020-019 (the "Property").  
6 RSP produces groundwater on the Property from a well which is not associated with RSP's status  
7 as a Small Pumper Class Member, and from which RSP has consistently produced between 113  
8 and 245 acre-feet per year for a golf course. The water meter on RSP's well on the Property has  
9 not been approved by the Watermaster Engineer. (Rose Decl. ¶ 4, Exh. 5.)

10 **C. WATERMASTER COMMUNICATIONS WITH RSP**

11 The Watermaster General Counsel has sent RSP two separate warning letters—one on  
12 November 13, 2020, and another on January 19, 2022—explaining RSP's status as a Small  
13 Pumper Class Member under the Judgment, and that RSP must pay all RWAs as well as installing  
14 a Watermaster Engineer-approved meter on its well. (Parton Decl. ¶ 3, Exh. 1-2.) Watermaster  
15 staff has communicated directly with RSP representatives in order to obtain RSP's production  
16 reports for 2016 – 2020, and further explain the need for RSP to submit a New Production  
17 application and comply with metering requirements. (Rose Decl. ¶ 5, Exh. 4.) To date, RSP has  
18 failed to pay any of the RWAs owed, has not obtained Watermaster approval for the meter on its  
19 well, and has not submitted an application for New Production. (Rose Decl. ¶ 9.)

20 **D. RSP'S SELF-REPORTED GROUNDWATER PRODUCTION**

21 RSP has reported to the Watermaster total groundwater production of 958.425 acre-feet  
22 for the years 2016-2020. (Rose Decl. Exh 5.) Because RSP has no rights to produce groundwater  
23 from the Property, RSP must pay RWAs for all such production, in addition to AAs.

24 On March 23, 2022, the Watermaster invoiced RSP for 2016-2020 Assessments in the  
25 total amount of \$429,662.38, based on RSP's self-reported production amounts for those years,  
26 with a due date of April 22, 2022. (Rose Decl. Exh 6.)

27 To date, RSP has failed to pay *any* Assessments and continues to refuse to submit a New  
28 Production application, notwithstanding RSP's self-reported production of significant amounts of

1 groundwater from the Basin since the date of entry of the Judgment. (Rose Decl. at ¶ 9.) For over  
2 six years RSP has produced groundwater from the Basin without paying any Assessments. RSP's  
3 payment of these delinquent Assessments is essential to the fundamental purpose of the Judgment  
4 and Physical Solution: preserving the health of the Basin.

5 For these reasons, the Watermaster respectfully requests monetary, declaratory and  
6 injunctive relief against RSP as set forth in this Motion. Any further delay in RSP's payment of  
7 RWAs will only exacerbate the harm to the Basin which has already been caused by its defiance  
8 of the Judgment.

## 9 **II. ARGUMENT**

10 The Judgment and the R&Rs explicitly authorize the Watermaster to bring the instant  
11 motion to collect delinquent Assessments, together with interest thereon, attorneys' fees and  
12 costs. "Any assessment which becomes delinquent, as defined by rules and regulations  
13 promulgated by the Watermaster shall bear interest at the then current real property tax  
14 delinquency rate for the county in which the property of the delinquent Party is located."  
15 (Judgment ¶ 18.4.12.) "The delinquent assessment, together with interest thereon, costs of suit,  
16 attorneys' fees and reasonable costs of collection, may be collected pursuant to . . . motion by the  
17 Watermaster giving notice to the delinquent Party only . . . [or] such other lawful proceeding as  
18 may be instituted by the Watermaster or the Court." (*Ibid.*; *see also* R&Rs § 19.g ("Watermaster  
19 may recover delinquent assessments [including RWAs], together with interest thereon plus costs  
20 of suit, attorneys' fees and reasonable costs of collection, by filing a motion with the Court to  
21 enforce the terms of the Judgment pursuant to Code of Civil Procedure section 664.6.")) "The  
22 Watermaster shall also have the ability to seek to enjoin Production of those Parties . . . who do  
23 not pay assessments pursuant to this Judgment." (*Ibid.*; *see also* R&Rs § 19.i ("Any other remedy  
24 available to the Watermaster in law or equity may be employed at the discretion of Watermaster  
25 to address any circumstance related to management of the Basin in accordance with the Judgment  
26 and these R&Rs."))

### 27 **A. COLLECTION OF DELINQUENT RWAs**

28 The Judgment makes clear that the Watermaster has the authority to levy and collect

1 RWAs from RSP pursuant to Paragraph 9.2, and is explicitly authorized—and obligated—to  
2 impose RWAs on RSP for all groundwater it produces.

3 Protection and preservation of the health of the Basin is paramount under the Judgment.  
4 One of the central components of the Watermaster's role in the underlying adjudication is to  
5 collect sufficient funds to purchase Replacement Water to replenish all Basin groundwater  
6 pumped in excess of any allocated water rights. In the case of RSP, in order to avoid Material  
7 Injury to the Basin, the Judgment explicitly requires that all water pumped by RSP be replaced  
8 using RWA proceeds.

9 Based on its own calculations, RSP is currently delinquent in payment of Assessments in  
10 the total amount of \$429,662.38. (Rose Decl. ¶ 8, Exh. 6.) These payments are now more than  
11 three months late.

12 The health of the Basin relies on importation of State Water Project water to replenish all  
13 groundwater produced by RSP in any given year, and any further delay in bringing the aquifer  
14 back to sustainable levels could have severely deleterious results. Such a result is inconsistent  
15 with the explicit purpose of the Physical Solution, which is to bring the Basin into balance by  
16 allowing groundwater usage only within the Native Safe Yield of the Basin. (Judgment ¶ 7.4.) For  
17 these reasons, the Court (by stipulation of the Parties) conferred enforcement authority on the  
18 Watermaster to levy and collect RWAs.

19 RSP's obligation to pay all Assessments and submit a New Production application if it  
20 desires to continue producing groundwater from the Basin has been communicated to RSP on  
21 numerous occasions, to no avail. The Watermaster's sole remedy to collect these much-needed  
22 Assessments and ensure RSP complies with the Judgment is a Court order for monetary,  
23 declaratory and injunctive relief. The Judgment expressly requires RSP to pay all Assessments in  
24 accordance with Watermaster schedules and procedures, and allows the Watermaster to seek an  
25 injunction prohibiting RSP from producing any further groundwater from the Basin until all such  
26 delinquent Assessments are paid in full. Despite this clear directive, RSP continues to produce  
27 groundwater from the Basin without paying Assessments and without seeking New Production. In  
28 accordance with its retention of jurisdiction to fully enforce the Judgment, the Court should order

1 the payment of the delinquent Assessments and enjoin RSP from producing any additional  
2 groundwater from the Basin until such delinquent Assessments, interest, fees and costs are fully  
3 paid, and RSP submits an application for New Production.

4 **B. INTEREST, ATTORNEYS' FEES, AND COSTS OF COLLECTION**

5 The Judgment and the R&Rs explicitly authorize the Watermaster to collect RSP's  
6 delinquent RWAs together with interest thereon (accruing from the due date at the current real  
7 property tax delinquency rate for the county in which the property of the delinquent Party is  
8 located), costs of suit, attorneys' fees and reasonable costs of collection. (Judgment ¶ 18.4.12;  
9 R&Rs § 19.g.)

10 **i. Interest**

11 The Property is located in Los Angeles County, where the following penalties are imposed  
12 upon delinquent property tax payments: (1) if the first installment payment is delinquent, a 10%  
13 penalty is imposed; and (2) if the second installment payment is delinquent, a 10% penalty and a  
14 \$10 cost is imposed. (Parton Decl. ¶ 9; Rev. & Tax. Code §§ 2617, 2618.)

15 The Watermaster sends invoices for Assessments to the Parties at different times each  
16 year, depending upon when the RWA rates for that year are approved by the Watermaster Board,  
17 and depending upon when Watermaster staff finalizes RWA calculations. In each instance,  
18 Assessments are due 30 days after the invoice date in a lump sum (rather than in installments),  
19 and are assessed a single 10% delinquency penalty thereafter. (Rose Decl. ¶ 7.)

20 To date, RSP has failed to pay any of the Assessments stated in the March 23, 2022  
21 invoice, which were due by April 2, 2022. (Rose Decl. ¶ 9.) Therefore a 10% penalty in the total  
22 amount of \$42,966.24 shall be imposed on RSP's delinquent Assessments.

23 **ii. Attorneys' Fees and Costs of Collection**

24 Attached to the Declaration of Craig A. Parton as Exhibit "3" is a compilation of the  
25 Watermaster's billing records from March through July 2022, reflecting all legal expenses the  
26 Watermaster has incurred in seeking to collect RSP's delinquent Assessments, including but not  
27 limited to handling RSP's failure to reasonably or in good faith respond to any Watermaster efforts  
28 to resolve this matter without litigation. The Declaration of Mr. Parton establishes the

1 reasonableness of the fees sought. The procedure for determining the reasonable attorneys' fees  
2 normally begins with the "lodestar" (*i.e.*, the reasonable hourly rate) multiplied by the number of  
3 hours reasonably expended. (*Press v. Lucky Stores, Inc.* (1983) 34 Cal. 3d 311, 322.)

4 **a. Price, Postel & Parma's Rates Are Reasonable**

5 The reasonable market value of the attorney's services is the measure of a reasonable  
6 hourly rate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095.) To determine  
7 reasonable market value, the court must determine whether the requested rates are "within the  
8 range of reasonable rates charged by and judicially awarded comparable attorneys for comparable  
9 work." (*Children's Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal. App. 4th 740, 783.) Evidence that  
10 the prevailing party's counsel charges the same rates in other matters is probative that the rates  
11 charged are reasonable. (*Margolin v. Reg'l Planning Com.* (1982) 134 Cal. App. 3d 999, 1005.)  
12 The Watermaster's general counsel, Price, Postel & Parma LLP ("PPP"), provided the  
13 Watermaster with monthly billing statements during the course of the dispute with RSP, reflecting  
14 the billing entries attached to Mr. Parton's Declaration. (Parton Decl. ¶ 4-7.)

15 The rates that were charged by PPP for attorney time in this matter ranged from \$270 to  
16 \$395 per hour. Cameron Goodman, an associate of the firm, billed at a rate of \$270 per hour; and  
17 Craig A. Parton, a partner of the firm, billed at a rate of \$395 per hour. These rates reflect the  
18 firm's public agency rates, which are between 25% and 34% lower than PPP's customary hourly  
19 rates. (Parton Decl. ¶ 5.) The rates charged by PPP in this matter were fair and reasonable. (Parton  
20 Decl. ¶ 6.)

21 **b. The Time Expended by PPP on This Matter Was Reasonable**

22 The time expended on this case by PPP was reasonable under the circumstances. RSP  
23 have shown continuous obstinance in the face of its clear obligation under the Judgment to pay  
24 Assessments for the water it has taken from the Basin and submit a New Production application if  
25 it wishes to continue producing groundwater. The Watermaster has provided RSP every  
26 opportunity to pay what it purports to owe, come into compliance with the Judgment by  
27 submitting a New Production application, and avoid litigation. However, RSP has refused to  
28 come to the table in a meaningful way for over two years now.



1 The billing entries set forth in Exhibit 3 attached to Mr. Parton's Declaration reflect in  
2 detail the legal services provided to the Watermaster in this matter.

3 For these reasons, the Watermaster respectfully requests the Court award attorneys' fees to  
4 the Watermaster in the total amount of \$4,243.

5 **C. DECLARATORY AND INJUNCTIVE RELIEF**

6 RSP's ongoing violation of the Judgment is clear. If RSP wishes to continue pumping  
7 groundwater from the Basin, it must pay all delinquent Assessments, meter its well in accordance  
8 with the Watermaster Engineer's requirements, and submit an application for New Production.  
9 RSP continues to pump groundwater from the Basin, yet refuses to pay any past-due Assessments  
10 or seek New Production. As such, in accordance with Paragraph 18.4.10 of the Judgment, the  
11 Watermaster requests a declaration from this Court that RSP is currently, and shall be, prohibited  
12 from producing any further groundwater in the Basin until: (a) RSP pays to the Watermaster all  
13 delinquent Assessments, interest thereon and attorneys' fees; (b) RSP installs Watermaster  
14 Engineer-approved water flow meters on all of its wells; and (c) RSP submits an application for  
15 New Production.

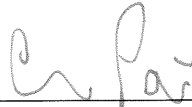
16 **III. CONCLUSION**

17 For the reasons discussed above, the Watermaster respectfully requests that this Court  
18 enter an order against RSP for all Assessments, interest and fees in the amount set forth herein,  
19 and also declare that RSP is prohibited and enjoined from producing any further groundwater  
20 from the Basin unless and until it pays all past-due amounts and submits an application for New  
21 Production.

22 Respectfully submitted,

23 Dated: August 23, 2022

PRICE, POSTEL & PARMA LLP

24  
25 By:   
26 CRAIG A. PARTON  
27 TIMOTHY E. METZINGER  
28 CAMERON GOODMAN  
Attorneys for  
Antelope Valley Watermaster

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1 replenish the Basin.

2       7. Additional PPP time has been necessary to evaluate legal options for consideration  
3 by the Watermaster Board in collecting RSP's delinquent Assessments, and also to bring the instant  
4 motion. Further PPP time will be necessary to reply to RSP's opposition to this motion, attend the  
5 hearing thereon, and subsequently to enforce the money judgment sought herein.

6       8. As set forth in Paragraph 18.4.12 of the Judgment, the Watermaster is authorized to  
7 collect interest on delinquent RWAs "at the then current real property tax delinquency rate for the  
8 county in which the property of the delinquent Party is located." The real property tax delinquency  
9 rates for the Los Angeles County Tax Collector are posted online at [https://ttc.lacounty.gov/avoid-](https://ttc.lacounty.gov/avoid-penalties-by-understanding-postmarks/)  
10 [penalties-by-understanding-postmarks/](https://ttc.lacounty.gov/avoid-penalties-by-understanding-postmarks/).

11       9. In accordance with California Revenue & Taxation Code Sections 2617 and 2618,  
12 the Los Angeles Tax Collector imposes penalties on delinquent real property taxes as follows: (1) if  
13 the first installment payment is delinquent, a 10% penalty is imposed; and (2) if the second  
14 installment payment is delinquent, a 10% penalty and a \$10 cost is imposed.

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

17  
18 Dated: August 23, 2022

  
\_\_\_\_\_  
CRAIG A. PARTON

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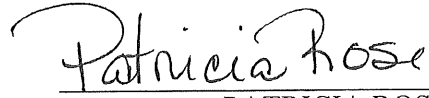
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1 depending upon when Watermaster staff finalizes RWA calculations. In each instance,  
2 Assessments are due 30 days after the invoice date in a lump sum (rather than in installments),  
3 and are assessed a single 10% delinquency penalty thereafter.

4 8. Attached hereto as Exhibit "6" is a true and correct copy of the March 23, 2022  
5 invoice sent to RSP for Assessments owed for its groundwater production in the years 2016-  
6 2020.

7 9. To date, RSP has failed to pay any of the Assessments demanded in the invoice.

8  
9 I declare under penalty of perjury under the laws of the State of California that the  
10 foregoing is true and correct, and that this declaration is executed on July 29, 2022, at  
11 Palmdale, California.



PATRICIA ROSE

## **Exhibit 1**

Todd A. Amspoker  
Susan M. Basham  
Kristen M. R. Blabey  
Shannon D. Boyd  
Timothy M. Cary  
Tara L. Christian  
Melissa J. Fassett  
Ian M. Fisher  
Arthur R. Gaudi  
Cameron Goodman  
Emily B. Harrington  
Christopher E. Haskell  
James H. Hurley, Jr.  
Eric P. Hvolbøll  
Mark S. Manion  
Steven K. McGuire

Our File Number:  
23641-1



## PRICE, POSTEL & PARMA LLP

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### CAMERON PARK OFFICE

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Ph (805) 962-0011  
Fax (805) 965-3978

November 13, 2020

### VIA FEDEX

Rancho Sierra Properties, LLC  
c/o Michele Aiken  
1168 Valley Quail Circle  
San Jose, CA 95120

Re: Pumping of Groundwater from the Antelope Valley Adjudicated Basin

Dear Ms. Aiken:

This office serves as General Counsel to the Antelope Valley Watermaster ("Watermaster"). The Watermaster was created by the Los Angeles Superior Court, and is charged with assisting the Court in administering the terms of the Judgment and Physical Solution dated December 23, 2015 ("Judgment") relating to the Antelope Valley Adjudicated Basin ("Basin").<sup>1</sup> The Judgment spells out in detail all the rights to groundwater in the Basin. Any groundwater pumping outside of an identified right to do so pursuant to the terms specified in the Judgment is strictly prohibited.

Based on information made available to the Watermaster, you are a Small Pumper Class Member, and may be pumping in excess of the 3 acre-feet per year allowed under the Judgment. As a result, the Watermaster requires that you install a meter on your well in compliance with the Watermaster's metering requirements, and also submit groundwater production reports for the years 2016 through 2019. Because you have failed to submit any groundwater production

<sup>1</sup> Available at: <https://avwatermaster.net/resources/exhibits-charts/>

**Rancho Sierra Properties, LLC**

Re: Pumping of Groundwater from the Antelope Valley Adjudicated Basin

November 13, 2020

Page 2

reports, you are delinquent in payment of any assessments that you may owe the Watermaster for those years.

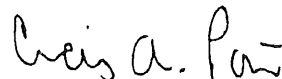
This letter is our formal demand that you immediately complete the well metering process and submit such production reports to the Watermaster so that you can be invoiced for any assessments that may be owed. If you fail to comply with these requirements, the Watermaster will seek all available legal remedies to bring you into compliance with the Judgment, including but not limited to seeking an order that you be enjoined from further groundwater production until you come into compliance. The Watermaster is entitled to recover all attorneys' fees and costs incurred in this legal process.

Please contact Watermaster Administrative offices at (661) 234-8233, or PO Box 3025, Quartz Hill, CA 93586, or [afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net) and [prose@avwatermaster.net](mailto:prose@avwatermaster.net), within thirty (30) days of the date of this letter so that Watermaster Administrative staff can explain your options and address your groundwater usage in the Basin.

If we do not receive a written response from you within thirty (30) days from the date of this letter, the Watermaster will have no choice but to initiate legal proceedings as discussed above.

Thank you in advance for your cooperation and we look forward to working with you to obtain compliance with the Judgment.

Very truly yours,



Craig A. Parton  
for PRICE, POSTEL & PARMA LLP

cc: Watermaster Board  
Watermaster Engineer  
Watermaster Administrative Staff



## **Exhibit 2**

Todd A. Amspoker  
Kristen M. R. Blabey  
Shannon D. Boyd  
Timothy M. Cary  
Melissa J. Fassett  
Ian M. Fisher  
Arthur R. Gaudi  
Cameron Goodman  
Christopher E. Haskell  
James H. Hurley, Jr.  
Eric P. Hvolbøll  
Mark S. Manion  
Steven K. McGuire

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Our File Number:  
23641-1



## PRICE, POSTEL & PARMA LLP

*Counsellors at Law*

200 East Carrillo Street, Suite 400  
Santa Barbara, CA 93101-2190

Mailing Address: P.O. Box 99  
Santa Barbara, CA 93102-0099

[www.ppplaw.com](http://www.ppplaw.com)

Ph (805) 962-0011 Fax (805) 965-3978

E-mail: [cap@ppplaw.com](mailto:cap@ppplaw.com)

Timothy E. Metzinger  
Shereef Moharram  
Craig A. Parton  
Kenneth J. Pontifex  
Hana Princip  
Paul A. Roberts  
Douglas D. Rossi  
Peter D. Slaughter  
Jeremy D. Stone  
David W. Van Horne  
C.E. Chip Wullbrandt  
Ryan D. Zick

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### CAMERON PARK OFFICE

3330 Cameron Park Drive, Suite 100  
Cameron Park, CA 95682-7652  
Ph (805) 962-0011  
Fax (805) 965-3978

January 19, 2022

### VIA FEDEX

Rancho Sierra Properties, LLC  
c/o Michele Aiken  
1168 Valley Quail Circle  
San Jose, CA 95120

Re: Pumping of Groundwater from the Antelope Valley Adjudicated Basin

Dear Ms. Aiken:

On November 13, 2020, I sent you correspondence explaining that you are a Small Pumper Class Member who may be pumping in excess of the 3 acre-feet per year allowed under the Judgment. As a result, the Watermaster requires that you install a meter on your well in compliance with the Watermaster's metering requirements, and also submit groundwater production reports for the years 2016 through 2019. Because you have failed to submit any groundwater production reports, you are delinquent in payment of any assessments that you may owe the Watermaster for those years.

This is a final demand that you immediately complete the well metering process and submit such production reports to the Watermaster so that you can be invoiced for any assessments that may be owed. If you fail to comply with these requirements, the Watermaster will seek all available legal remedies to bring you into compliance with the Judgment, including but not limited to seeking an order that you be enjoined from further groundwater production until you come into compliance. The Watermaster is entitled to recover all interest on delinquent assessments, plus attorneys' fees and costs incurred in this legal process.

**Rancho Sierra Properties, LLC**

Re: Pumping of Groundwater from the Antelope Valley Adjudicated Basin

January 19, 2022

Page 2

This is your final warning to immediately contact Watermaster Administrative offices at (661) 234-8233, or PO Box 3025, Quartz Hill, CA 93586, or [afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net) and [prose@avwatermaster.net](mailto:prose@avwatermaster.net), so that Watermaster Administrative staff can explain your options and address your groundwater usage in the Basin.

If you do not fully comply with your obligations under the Judgment as set forth above within thirty (30) days from the date of this letter, the Watermaster Board has authorized me to initiate legal proceedings as outlined above.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Craig A. Parton". The signature is written in a cursive, flowing style.

Craig A. Parton  
for PRICE, POSTEL & PARMA LLP

cc: Watermaster Board  
Watermaster Engineer  
Watermaster Administrative Staff

## **Exhibit 3**

Date	Status	Timekeeper	Client	Matter	Client Name	Matter Name	Billable	Hours	Billed Rate	Amount	Billed Hours	Billed Amount	Billed Total	Narrative
07/26/2022	Draft	CG	23641	00001	Antelope Valley Watermaster	General Representation	Billable	0.20	-	54.00	-	-	-	Motion to enforce Judgment against Rancho Sierra.
06/26/2022	Billed	CG	23641	00001	Antelope Valley Watermaster	General Representation	Billable	2.70	270.00	729.00	2.70	729.00	729.00	Prepare motion to collect RWAs and enforce Judgment against Rancho Sierra.
03/21/2022	Paid	CG	23641	00001	Antelope Valley Watermaster	General Representation	Billable	0.50	270.00	135.00	0.50	135.00	135.00	Rancho Sierra - review documentation provided by counsel, provide feedback and analysis to staff regarding same.

## **Exhibit 4**

## Cameron Goodman

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**From:** Angel Fitzpatrick <afitzpatrick@avwatermaster.net>  
**Sent:** Monday, March 21, 2022 4:56 PM  
**To:** Michele Aiken  
**Cc:** Patti Rose; Craig A. Parton; Cameron Goodman  
**Subject:** RE: Rancho Sierra Properties  
**Attachments:** New Production Application Approved 21.09.29.pdf; Water Conservation Form Approved 19.07.24.pdf

Hi Michelle,

Thank you for submitting the annual production reports for Rancho Sierra Properties. Since the production Well reported is unknown to the Watermaster, Rancho Sierra Properties' next step will be to complete the attached new production application and return it to the Watermaster for review and approval. If you have any questions or need assistance, please let me know.

Angel Fitzpatrick  
AV Watermaster Staff  
(661) 234-8233

**From:** Michele Aiken <michele@ranchosierragolf.com>  
**Sent:** Monday, March 21, 2022 9:08 AM  
**To:** Angel Fitzpatrick <afitzpatrick@avwatermaster.net>  
**Cc:** Patti Rose <prose@avwatermaster.net>; Craig A. Parton <cparton@ppplaw.com>; Cameron Goodman <cgoodman@ppplaw.com>  
**Subject:** Re: Rancho Sierra Properties

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Hi Angel,

Here are the production forms from 2016-2020. I'll send you the 2021 report later this week.

Thank you for your patience,

*Michele Aiken*  
*Rancho Sierra / Desert Aire Golf Course*

On Monday, February 28, 2022, 10:34:26 AM PST, Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)> wrote:

Attached are years 2016 – 2021 annual production forms that the Watermaster requires. The Watermaster has no record of production reported for the Rancho Sierra Golf Course. Please complete the attached production reports and return them to me as soon as possible.

Angel Fitzpatrick

AV Watermaster Staff

(661) 234-8233

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**From:** Michele Aiken <[michele@ranchosierragolf.com](mailto:michele@ranchosierragolf.com)>  
**Sent:** Monday, February 28, 2022 10:05 AM  
**To:** Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)>  
**Subject:** Re: Rancho Sierra Properties

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Hi Angel,

Skookum h2o submits the annual reports on our behalf but I can forward you copies if needed.

Thanks,

*Michele Aiken*

*Rancho Sierra/Desert Aire Golf Course*

On Tuesday, February 22, 2022, 8:44 AM, Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)> wrote:

Michelle,



Thank you for the update. Have you completed the annual production reports for years 2016 through 2021 that I requested?

Angel Fitzpatrick

AV Watermaster Staff

(661) 234-8233

---

**From:** Michele Aiken <[michele@ranchosierragolf.com](mailto:michele@ranchosierragolf.com)>  
**Sent:** Monday, February 21, 2022 6:04 PM  
**To:** Patti Rose <[prose@avwatermaster.net](mailto:prose@avwatermaster.net)>; Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)>  
**Cc:** Cameron Goodman <[cgoodman@ppplaw.com](mailto:cgoodman@ppplaw.com)>; Craig A. Parton <[cparton@ppplaw.com](mailto:cparton@ppplaw.com)>  
**Subject:** Re: Rancho Sierra Properties

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
---

Hi Angel,

I just wanted to update you - I've communicated with Bill Curry and he is working on submitting the meter documentation to the Watermaster. I'll continue to stay on top of this and make sure we keep you posted on our progress.

Thanks,

*Michele Aiken*

*Rancho Sierra / Desert Aire Golf Course*

On Monday, January 31, 2022, 08:07:18 AM PST, Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)> wrote:

Hi Michelle,

Thank you for your response. In addition to the meter, you need to complete the attached production reports for 2016 through 2021.

At this time, the Watermaster does not have approved meter documentation for Rancho Sierra Properties. Please reach out to Bill Cury and request that he submit the required documentation to the Watermaster Engineer for approval.

Thank you,

Angel

---

**From:** Michele Aiken <[michele@ranchosierragolf.com](mailto:michele@ranchosierragolf.com)>  
**Sent:** Monday, January 31, 2022 7:56 AM  
**To:** Angel Fitzpatrick <[afitzpatrick@avwatermaster.net](mailto:afitzpatrick@avwatermaster.net)>; Patti Rose <[prose@avwatermaster.net](mailto:prose@avwatermaster.net)>  
**Subject:** Rancho Sierra Properties

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
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Good morning,

I received a letter from Craig Parton dated 1/19/22 re delinquency of assessments. I've been working with Bill Curry and we installed the required meter on our well. It is my understanding that he has been working with you on our behalf, but I will check with him this week to ensure we are making progress and communicating fully with the Watermaster.

Feel free to reach out to me directly to make sure we get in compliance as soon as possible.

Thank you.

Sincerely,

*Michele Aiken*

*Rancho Sierra Properties, LLC*

## **Exhibit 5**



**ANNUAL WATER PRODUCTION REPORT**  
**2017 CALENDAR YEAR**  
**ANTELOPE VALLEY WATERMASTER**

Submit by March 1, 2018

Please mail to: Antelope Valley Watermaster, 5022 West Avenue N, Palmdale, CA 93551, Suite 102 #158 OR email to: [info@avwatermaster.net](mailto:info@avwatermaster.net)

PRODUCER: Rancho Sierra Properties, LLC  
Contact Name: Michele Aiken  
Address: 47205 60th St E, Lancaster, CA 93535  
Phone: (661) 946-1080 email: michele@ranchosierragolf.com

TOTAL GROUNDWATER PRODUCED: 196 acre-feet in 2017

Please see tables on AVWM's website ([www.avwatermaster.net](http://www.avwatermaster.net)) for Production Rights, 2017 Rampdown Production, 2017 Unused Federal Reserved Water Rights, 2017 Imported Water Return Flows, and available Carry Over Water.

1. Amount from **Production Right** from Native Safe Yield: \_\_\_\_\_ acre-feet
2. Amount from **Unused Federal Reserved Water Rights**: \_\_\_\_\_ acre-feet
3. Amount from **Rampdown Production for Exhibit 4 Parties**: (maximum can be 2017 Rampdown Production – Production Right): \_\_\_\_\_ acre-feet
4. Amount from **Imported Water Return Flows for Exhibit H Parties**: \_\_\_\_\_ acre-feet
5. Amount from **Carry Over Water**: \_\_\_\_\_ acre-feet
6. Amount from **Stored Water**: \_\_\_\_\_ acre-feet

Supplier(s) and source(s) of each Stored Water source \_\_\_\_\_

7. Amount from **New Production**: \_\_\_\_\_ acre-feet  
Date New Production was approved: \_\_\_\_\_

8. Amount from **Other Rights to Produce**: \_\_\_\_\_ acre-feet  
Description of Other Rights to Produce: \_\_\_\_\_

9. Amount from **Transfers**: \_\_\_\_\_ acre-feet  
Suppliers and sources of each type of Transfer water used: \_\_\_\_\_

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Section 18.5.12 (Production Reports) of the Judgment states: "The Watermaster Engineer shall require each Producer, other than unmetered Small Pumper Class Members, to file an annual Production report with the Watermaster. Producers shall prepare the Production reports in a form prescribed by the rules and regulations. The Production reports shall state the total Production for the reporting Party, including Production per well, rounded off to the nearest tenth of an acre foot for each reporting period. The Production reports shall include such additional information and supporting documentation as the rules and regulations may reasonably require."

I certify to the best of my knowledge and belief that the information provided on this Production Form is true and correct.

Signature of Producer Michele Aiken Date 3/6/22

## Well Production Information for 2017

State Well Number	APN # Associated with the Production	Well Designation	Production (acre-feet)	Method of Measurement
1907029-001	3302 020 019	WELL 01	196	est.

## Imported Water Use in 2017

Supplier	APN Numbers Associated with the Imported Water Use	Point of Delivery	Supply Used (acre-feet)	Method of Measurement

**ANNUAL WATER PRODUCTION REPORT  
2018 CALENDAR YEAR  
ANTELOPE VALLEY WATERMASTER**

**Submit by March 1, 2019**

Please mail to: Antelope Valley Watermaster, 5022 West Avenue N, Palmdale, CA 93551, Suite 102 #158 OR email to: [info@avwatermaster.net](mailto:info@avwatermaster.net). Call Watermaster Administrative staff at 661-234-8233 with questions.

**PRODUCER** Rancho Sierra Properties, LLC  
**Name listed in Judgment if different from that above** \_\_\_\_\_  
**Contact Name** Michele Aiken  
**Address** 47205 60 St E, Lancaster, CA 93535  
**Phone** (661) 946-1080 **email** michele@ranchosierragolf.com

**TOTAL GROUNDWATER PRODUCED** 244.3 \_\_\_\_\_ acre-feet in 2018

The amount of water available for use in 2018 has been summarized in tables on the **Antelope Valley Watermaster website**: <https://avwatermaster.net/>. See Table 1 for Pubic Water Suppliers (Exhibit 3 Parties); Table 2 for Overlying Producers (Exhibit 4 Parties); and Table 3 for Other Parties (other than those listed on Exhibits 3 and 4).

**Amount of this production that is recovery of stored water (excluding Carry Over water)** \_\_\_\_\_ acre-feet in 2018

**Total number of production wells** 1 \_\_\_\_\_

**Number of these wells that have had meter documentation approval by the Watermaster Engineer** \_\_\_\_\_

**Anticipated date that the remaining wells will have approved meter documentation** \_\_\_\_\_

Please sign below and complete the information on the next page.

I certify to the best of my knowledge and belief that the information provided on this Production Report Form is true and correct.

Signature of Producer Michele Aiken \_\_\_\_\_ Date 3/21/22 \_\_\_\_\_

Section 18.5.12 (Production Reports) of the Judgment states: "The Watermaster Engineer shall require each Producer, other than unmetered Small Pumper Class Members, to file an annual Production report with the Watermaster. Producers shall prepare the Production reports in a form prescribed by the rules and regulations. The Production reports shall state the total Production for the reporting Party, including Production per well, rounded off to the nearest tenth of an acre foot for each reporting period. The Production reports shall include such additional information and supporting documentation as the rules and regulations may reasonably require."



## Well Production Information for 2018

State Well Number	APN # Associated with the Production	Well Designation	Production (acre-feet)	Method of Measurement
1907029-001	3302 020 019	WELL 01	244.3	meter

## Imported Water Use in 2018

Supplier of Imported Water	APN Numbers Associated with the Imported Water Use	Point of Delivery	Imported Water Used (acre-feet)	Method of Measurement

**ANNUAL WATER PRODUCTION REPORT\***  
**2019 CALENDAR YEAR**  
**ANTELOPE VALLEY WATERMASTER**

**Submit by March 1, 2020**

Please mail to: Antelope Valley Watermaster, 5022 West Avenue N, Palmdale, CA 93551, Suite 102 #158 OR email to: [info@avwatermaster.net](mailto:info@avwatermaster.net). Call Watermaster Administrative staff at 661-234-8233 with questions.

*\* This form is used by the Watermaster for water accounting. Please report all water produced by the production right named below. All producers must report their own production.*

**NAME OF PRODUCTION RIGHT** Rancho Sierra Properties, LLC

**(As listed in the Judgment or New Production Application)**

**Contact Name** Michele Aiken

**Address** 47205 60th St E, Lancaster, CA 93535

**Phone** (661) 946-1080 **email** michele@ranchosierragolf.com

**TOTAL GROUNDWATER PRODUCED** 113.8 acre-feet in 2019

The amount of water available for use in 2019 has been summarized in tables on the **Antelope Valley Watermaster website**: <https://avwatermaster.net/>. See Table 1 for Pubic Water Suppliers (Exhibit 3 Parties); Table 2 for Overlying Producers (Exhibit 4 Parties); and Table 3 for Other Parties (other than those listed on Exhibits 3 and 4).

**Amount of this production that is recovery of stored water (excluding Carry Over water)**                      acre-feet in 2019

**Total number of production wells** 1

**Did these wells produce water for another party? If so, which Parties?**

no

**Number of these wells that have had meter documentation approval by the Watermaster Engineer**                     

**Anticipated date that the remaining wells will have approved meter documentation**                     

**Please sign below and complete the information on the next page.**

I certify to the best of my knowledge and belief that the information provided on this Production Report Form is true and correct.

**Signature of Producer** Michele Aiken **Date** 3/21/22

Section 18.5.12 (Production Reports) of the Judgment states: "The Watermaster Engineer shall require each Producer, other than unmetered Small Pumper Class Members, to file an annual Production report with the Watermaster. Producers shall prepare the Production reports in a form prescribed by the rules and regulations. The Production reports shall state the total Production for the reporting Party, including Production per well, rounded off to the nearest tenth of an acre foot for each reporting period. The Production reports shall include such additional information and supporting documentation as the rules and regulations may reasonably require."

\* The Watermaster is now requesting Latitude and Longitude for all production wells.

Watermaster ID # (as assigned)	State Well Number	APN's Associated with the Production	* Latitude/ Longitude	Well Designation	Production (acre-feet)	Method of Measurement

### Imported Water Use in 2019

Imported Water Use in 2019 Supplier of Imported Water	APN's Associated with the Imported Water Use	Point of Delivery	Imported Water Used (acre-feet)	Method of Measurement

**ANNUAL WATER PRODUCTION REPORT\***  
**2020 CALENDAR YEAR**  
**ANTELOPE VALLEY WATERMASTER**

**Submit by March 1, 2021**

Please mail to: Antelope Valley Watermaster, 5022 West Avenue N, Palmdale, CA 93551, Suite 102 #158 OR email to: [info@avwatermaster.net](mailto:info@avwatermaster.net). Call Watermaster Administrative staff at 661-234-8233 with questions.

*This form is used by the Watermaster for water accounting. Please report all water produced by the production right named below. All producers must report their own production.*

NAME OF PRODUCTION RIGHT Rancho Sierra Properties, LLC

(As listed in the Judgment or New Production Application)

Contact Name Michele Aiken

Address 47205 60th St E, Lancaster, CA 93535

Phone (661) 946-1080 email michele@ranchosierragolf.com

TOTAL GROUNDWATER PRODUCED 208.325 acre-feet in 2020

The amount of water available for use in 2020 has been summarized in tables on the **Antelope Valley Watermaster website**: <https://avwatermaster.net/>. See Table 1 for Pubic Water Suppliers (Exhibit 3 Parties); Table 2 for Overlying Producers (Exhibit 4 Parties); and Table 3 for Other Parties (other than those listed on Exhibits 3 and 4).

Amount of this production that is recovery of stored water (excluding Carry Over water) \_\_\_\_\_ acre-feet in 2020

Total number of production wells 1

Did these wells produce water for another party? If so, which Parties?

Number of these wells that have had meter documentation approval by the Watermaster Engineer \_\_\_\_\_

Anticipated date that the remaining wells will have approved meter documentation \_\_\_\_\_

Please sign below and complete the information on the next page.

I certify to the best of my knowledge and belief that the information provided on this Production Report Form is true and correct.

Signature of Producer Michele Aiken Date 3/21/22

Section 18.5.12 (Production Reports) of the Judgment states: "The Watermaster Engineer shall require each Producer, other than unmetered Small Pumper Class Members, to file an annual Production report with the Watermaster. Producers shall prepare the Production reports in a form prescribed by the rules and regulations. The Production reports shall state the total Production for the reporting Party, including Production per well, rounded off to the nearest tenth of an acre foot for each reporting period. The Production reports shall include such additional information and supporting documentation as the rules and regulations may reasonably require."

\* The Watermaster is now requesting Latitude and Longitude for all production wells.

State Well Number	APN's Associated with the Production	* Latitude/ Longitude	Well Designation	Production (acre-feet)	Method of Measurement
1907029-001	3302 020 019	34.741291/-118.024438	WELL 01	208.325	meter

### Imported Water Use in 2020

Imported Water Use in 2020 Supplier of Imported Water	APN's Associated with the Imported Water Use	Point of Delivery	Imported Water Used (acre-feet)	Method of Measurement

## **Exhibit 6**

5022 West Avenue N, Suite 102 #158  
Palmdale, CA 93551  
(661) 234-8233  
www.avwatermaster.net



## INVOICE

BILL TO  
ATTN: Michele Aiken  
Rancho Sierra Properties, LLC  
47205 60th Street East  
Lancaster, CA 93535

INVOICE 1950CY20-12  
DATE 03/23/2022  
DUE DATE 04/22/2022

TYPE	DESCRIPTION	ACRE FT.	RATE	AMOUNT
Variable	Actual production in excess of Production Right per Annual Production Report for 2016	196	1.00	196.00
RWA	2016 Replacement Water Assessment within Adjudicated Boundaries	196	415.00	81,340.00
Variable	Actual production in excess of Production Right per Annual Production Report for 2017	196	5.00	980.00
RWA	2017 Replacement Water Assessment within Adjudicated Boundaries	196	415.00	81,340.00
Variable	Actual production in excess of Production Right per Annual Production Report for 2018	244.30	5.00	1,221.50
RWA	2018 Replacement Water Assessment within Adjudicated Boundaries	244.30	415.00	101,384.50
Variable	Actual production in excess of Production Right per Annual Production Report for 2019	113.80	5.00	569.00
RWA	2019 Replacement Water Assessment within Adjudicated Boundaries	133.80	451.00	60,343.80
Variable	Actual production in excess of Production Right per Annual Production Report for 2020	208.325	5.00	1,041.63
RWA	2020 Replacement Water Assessment within Adjudicated Boundaries	208.325	486.00	101,245.95

Please include invoice number on check payment.

BALANCE DUE

**\$429,662.38**

PLEASE NOTE: Delinquent balances will be assessed a 10% late fee.

Per Resolution No. R-21-34 as passed by the Board of Directors of the Antelope Valley Watermaster  
at its meeting held October 27, 2021, in Palmdale, California

and

Judicial Council Coordination Proceeding No. 4408 Santa Clara Case No.: 1-05-CV-049053

PLEASE REMIT PAYMENT TO:  
Antelope Valley Watermaster  
5022 West Avenue N, Suite 102 #158  
Palmdale, CA 93551  
Page 1 of 1

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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.

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