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Robert H. Brumfield, Esq. (SBN 114467)  
bob@brumfieldlawgroup.com  
LAW OFFICES OF ROBERT H. BRUMFIELD  
A Professional Corporation  
1810 Westwind Drive, Suite 100  
Bakersfield, CA 93301  
Telephone: (661) 316-3010  
Facsimile: (661) 885-6090

Attorneys for Johnny Zamrzla, Pamela Zamrzla,  
Johnny Lee Zamrzla and Jeanette Zamrzla (collectively  
"Zamrzla's")

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

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

ANTELOPE VALLEY  
GROUNDWATER CASES.

Judicial Council Coordination  
Proceeding No. 4408  
LASC Case No. BC 32501  
Santa Clara Court Case No. 1-05-CV-049053  
Assigned to the Hon. Jack Komar, Judge of the  
Santa Clara County Superior Court

**OPPOSITION BY THE ZAMRZLA'S TO  
THE WATERMASTER'S MOTION FOR  
MONETARY, DECLARATORY AND  
INJUNCTIVE RELIEF AGAINST  
ZAMRZLA'S; DECLARATIONS OF  
ROBERT H. BRUMFIELD, III (CONTAINS  
REQUEST FOR JUDICIAL NOTICE),  
JOHNNY ZAMRZLA, PAMELLA  
ZAMRZLA, JOHNNY LEE ZAMRZLA,  
JEANETTE ZAMRZLA, RICK KOCH, JAN  
H.M. HENDRICKX AND EUGENE B.  
NEBEKER; REQUEST FOR JUDICIAL  
NOTICE**

Date: November 12, 2021  
Time: 9:00 a.m.  
Dept.: By Court call

1 COMES NOW the Zamrzla's, individually and jointly, and submit their opposition to the  
2 Antelope Valley Watermaster's ("Watermaster") Motion for Monetary, Declaratory, and  
3 Injunctive Relief Against Zamrzla's ("Motion"). As in shown in this Opposition, the Watermaster  
4 is not entitled to the relief sought in its Motion and the Motion should be denied.

5 **I.**

6 **INTRODUCTION**

7 The Motion seeks monetary, declaratory and injunctive relief against the Zamrzla's. The  
8 Motion fails on numerous grounds including:

9 1. The Zamrzla's are not bound by the December 23, 2015 Judgment and Physical  
10 Solution ("Judgment") since they were never named as parties in this case and no attempts were  
11 ever made by any party to serve them with any pleadings whatsoever even though Johnny and  
12 Pamella Zamrzla ("Johnny and Pam") have held significant real property in the Antelope Valley  
13 since 1970 (and are prominent local citizens), and Johnny Lee and Jeannette Zamrzla ("Johnny  
14 Lee and Jeanette") have held significant real property in the Antelope Valley since 2007 and are  
15 also prominent local citizens. As such, the Zamrzla's are not bound by the Judgment on an in  
16 personam basis due to basic due process considerations.

17 2. By definition, the Zamrzla's are not members of the Small Pumper Class since  
18 they regularly pump over 25 acre-feet per year from their wells.

19 3. Even if amounts are owed to the Watermaster by any of the Zamrzla's, the amounts  
20 claimed in the Motion are not correct.

21 4. The Watermaster's positions as to the claims against the Zamrzla's have been  
22 fraught with inconsistencies, unfair treatment, improper treatment, and perhaps even bad faith as  
23 is detailed herein.

24 5. The Watermaster is not entitled to interest and a 10% delinquency charge by  
25 attempting to use inapplicable laws that relate to real property taxes.

26 6. The Watermaster is also not entitled to attorney's fees as there is no applicable  
27 California law allowing the recovery of attorney's fees in this type of case.

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1 and 3220-001-027 and the combined acreage is 20 acres.<sup>2</sup> This property has one well on it.  
2 Beyond the residence, the property is also used for livestock and irrigation. They do not grow  
3 any crops for sale. Johnny Lee and Jeanette are likewise prominent citizens and businesspeople  
4 in the Lancaster area.

5 The Antelope Valley Groundwater Cases had their genesis in a filing in 1999 before the  
6 Riverside County Superior Court, and the general adjudication that became known as the  
7 Antelope Valley Groundwater Cases commenced in 2004. Numerous other cases and cross-  
8 complaints related thereto were filed from 2006 to 2010 and were all coordinated in 2010. Trial  
9 proceeded through 6 phases and the Judgment was entered on December 23, 2015.

10 During the pendency of this case, numerous efforts were made to personally serve  
11 landowner parties. In addition, at least three efforts at service by publication occurred in 2010.  
12 Notably, even though Johnny and Pam were landowners in the Antelope Valley since 1970, and  
13 Johnny Lee and Jeanette were landowners in the Antelope Valley since 2007, no efforts were ever  
14 undertaken to serve them personally or in the three publications referenced above.<sup>3</sup> Furthermore,  
15 the Zamrzla's do not appear on Exhibit 1 to the Judgment (which is the list of defaulted parties)  
16 and a search of the electronic docket maintained in this case does not turn up any listing at all for  
17 the Zamrzla's, individually or collectively, save and except for this Motion filed by the  
18 Watermaster.

19 Johnny and Pam are shown on "Exhibit A to Judgment Approving Small Pumper Class  
20 Action Settlements: List of Known Small Pumper Class Members for Final Judgment". This is  
21 Exhibit C to the "Judgment Approving Small Pumper Class Action Settlements". However,  
22 again, they were never provided with any notice of this case and accordingly never had the  
23 opportunity to "opt out" and or to otherwise participate in this case as a party asserting their own  
24 rights to produce water in appropriate amounts for their properties.

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26 \_\_\_\_\_  
27 <sup>2</sup> For further details on Johnny Lee and Jeanette, their land holdings, their water production over 14+  
28 years, and efforts to respond to the Watermaster's misguided actions, please see their declarations served  
and filed herewith.

<sup>3</sup> See, Declaration of Robert H. Brumfield, III served and filed herewith, at paragraphs 10 and 11.

1 In addition, none of the Zamrzla's fit into the definition of a member of the Small Pumper  
2 Class as they regularly pump more than 25 acre-feet per year on their properties. See,  
3 Declarations of Rick Koch, Pamela Zamrzla, Johnny Zamrzla and Johnny Lee and Jeanette  
4 Zamrzla served and filed herewith.

5 As to serving the Zamrzla's (personally or by mail, as the case may be), a simple internet  
6 search would have revealed their publicly available contact information. With their unique last  
7 name, such a search pulls up the business Johnny and Pam have been affiliated with since the  
8 mid-1960's – Western Pacific Roofing Corp. Johnny Lee works at the same business.

9 **B. THE WATERMASTER'S ALLEGATION THAT THE ZAMRZLA'S SIMPLY**  
10 **IGNORED THE CLAIMS AT ISSUE IS PURE FICTION**

11 In reading the Motion, one would think that the Zamrzla's completely ignored the  
12 Watermaster's efforts to obtain payment for water usage. Those assertions are pure fiction and  
13 the Watermaster has not acted in good faith vis-à-vis the Zamrzla's. The facts of the exchange  
14 between counsel for the Watermaster and the Zamrzla's bear this out as is shown below. These  
15 facts are verified in the Declaration of Robert H. Brumfield, III served and filed herewith  
16 ("Brumfield Declaration"), and include the following:

17 1. On June 9, 2018, the Watermaster wrote to Johnny Zamrzla regarding his alleged  
18 pumping, requesting him to cease and to come into compliance with the judgment in this case,  
19 and invited him to intervene. See, Exhibit "A" to the Brumfield Declaration.

20 2. The Zamrzla's thereafter engaged Mr. Brumfield, and he emailed Mr. Parton (the  
21 author of said Exhibit "A") on July 24, 2018, requesting a stipulation to intervene on behalf of 5  
22 clients, including Johnny Zamrzla and Johnny Lee Zamrzla. Mr. Parton acknowledged the request  
23 that same day and said he would speak to the Watermaster Engineer regarding the same. See,  
24 Exhibit "B" to the Brumfield Declaration.

25 3. Mr. Brumfield followed up on August 6, 2018 with Mr. Parton. Mr. Parton again  
26 responded that same day stating that they would respond shortly and had not forgotten about Mr.  
27 Brumfield's clients. See, Exhibit "C" to the Brumfield Declaration.

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1           4.       A telephone discussion occurred between Mr. Brumfield, Mr. Parton and an  
2 engineer working for the Watermaster on September 14, 2018. In that call, Mr. Parton stated that  
3 a detailed email setting forth what information was needed would be sent to Mr. Brumfield by  
4 September 17, 2018. Said email was sent by Mr. Parton on September 17, 2018.

5           5.       On October 26, 2018, Mr. Brumfield sent Mr. Parton the information that was  
6 requested as a part of the intervention discussions. See, Exhibit "D" to the Brumfield Declaration.  
7 Mr. Parton acknowledged receipt of the email and attachments that same day. As the discussions  
8 were still focused on intervention and water usage, each information report contained a statement  
9 as to how much water Johnny and Pam and Johnny Lee and Jeanette desired to pump in the future.  
10 The information supplied by Johnny and Pam clearly stated that there was no crop production in  
11 2016, 2017 and 2018 as to one parcel and no crop production in 2018 as to another parcel. See,  
12 Exhibit "D" to the Brumfield Declaration, at pages 3 and 5.

13           6.       Without further contact from Mr. Parton, Johnny Zamrzla received two  
14 noncompliance letters dated November 21, 2018. Said letters are attached as Exhibit "E" to the  
15 Brumfield Declaration.

16           7.       Again without further contact from Mr. Parton on any topic since September 2018,  
17 Mr. Brumfield received an invoice from the Antelope Valley Watermaster on January 25, 2019  
18 (the invoice was dated January 22, 2019) billing the sum of \$273,165 to Johnny Zamrzla for  
19 Administrative Assessments for 2016, 2017 and 2018 (collectively totaling \$7,150) and  
20 Replacement Water Assessments for 2018 for 641 acre-feet of water at the \$415/acre-foot rate  
21 (which totaled \$266,015). Said invoice is attached as Exhibit "F" to the Brumfield Declaration.  
22 Recall that the information provided by Johnny Zamrzla through Mr. Brumfield to Mr. Parton  
23 stated "no crop production" in 2018.

24           8.       On February 4, 2019, Mr. Brumfield wrote to Mr. Parton expressing surprise as to  
25 the invoice referenced in the preceding paragraph and noting that both Johnny and Johnny Lee  
26 Zamrzla each used less than 50 acre-feet in 2018 on all properties, that the invoice reflected what  
27 the Zamrzla's collectively wanted to agree with the Watermaster as to future usage—not what  
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1 they had actually used in the past—and requesting a telephone call meeting. See, Exhibit “G” to  
2 the Brumfield Declaration.

3 9. Mr. Parton responded on February 13, 2019 pointing to the information that Mr.  
4 Brumfield had submitted on October 26, 2018 (see paragraph 5 above). This is despite prior  
5 explanations by Mr. Brumfield that the figures provided on October 26, 2018 concerned  
6 anticipated future usage, not actual past usage. Mr. Parton also requested additional reporting.  
7 See, Exhibit “H” to the Brumfield Declaration. Despite having been alerted to its own error in  
8 confusing anticipated future usage for actual past usage, the Watermaster has stuck with its claim  
9 for \$273,165 to this date.

10 10. Further, the Watermaster still, and as of the last posted financials dated August 31,  
11 2021, publicly shows only Johnny Zamrzla owing \$273,165 to the Watermaster. See, Exhibit “I”  
12 to the Brumfield Declaration. As noted in the Brumfield Declaration, the account receivable in  
13 the amount of \$273,165 remains on the most recently published financials, which were publicly  
14 published on October 27, 2021 on the Watermaster’s website. The Watermaster has never sent  
15 an invoice to Johnny Lee Zamrzla.

16 11. In a telephone conversation on February 22, 2019, and for the first time, Mr. Parton  
17 told Mr. Brumfield that Johnny Zamrzla was listed in the “Small Pumper Class”.

18 12. On March 6, 2019, Mr. Brumfield wrote to Mr. Parton again indicating that the  
19 invoice was erroneous, and improperly lumped together Johnny Zamrzla and Johnny Lee  
20 Zamrzla. Mr. Brumfield also told Mr. Parton that if invoices are sent in the future they need to be  
21 separated out to Johnny and Johnny Lee, and that the Zamrzla’s were working on the metering  
22 requirements.

23 13. On May 16, 2019, Mr. Brumfield forwarded further information as had been  
24 requested to Mr. Parton. See, Exhibit “J” to the Brumfield Declaration. This email requested  
25 separate invoicing, explained that the invoice was not accurate as little to no water was produced  
26 in 2018, and requested that the Watermaster board review and correct the improper invoice.

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1           14.     Without any intervening contact with Mr. Brumfield, Mr. Parton then sent a letter  
2 solely to Johnny Zamrzla dated June 12, 2019 regarding “FINAL NOTICE – Compliance With  
3 Metering Requirements”. See, Exhibit “K” to the Brumfield Declaration.

4           15.     On June 26, 2019, Mr. Brumfield wrote to Mr. Parton noting that there had been  
5 no response to Mr. Brumfield’s May 16, 2019 email, that Mr. Brumfield had received a copy of  
6 the “Dear Landowner” letter sent to Johnny Zamrzla dated June 12, 2019, and that Mr. Brumfield  
7 requested an update as to where the parties were in the discussions.

8           16.     On August 20, 2019, Mr. Parton finally replied and, of particular note, on page 2,  
9 paragraph 4 of his email, went into a lengthy discussion of data and aerial photographs to bolster  
10 the Watermaster’s claim that the Zamrzla’s had used more water in 2018 than claimed. See,  
11 Exhibit “L” to the Brumfield Declaration. So, instead of constructively working towards a  
12 resolution as Mr. Brumfield had been trying to do, Mr. Parton spent his time and the  
13 Watermaster’s money trying to undermine the Zamrzla’s water production claims for the year  
14 2018.

15           17.     On August 29, 2019, Mr. Brumfield emailed Mr. Parton asking for the data that  
16 supported the claims set forth in his August 20, 2019 email. Mr. Parton replied the same day  
17 saying he would gather the information and reciprocated by saying he wanted documents proving  
18 the Zamrzla’s water production claims as well. On September 5, 2019, Mr. Parton provided the  
19 requested information via email and then on September 16, 2019 provided the link to the satellite  
20 imagery used in the August 20, 2019 analysis.

21           18.     On October 15, 2019, Mr. Parton stated via email that the Watermaster would  
22 proceed to enforce the Replacement Water Assessments based upon his August 20, 2019 email  
23 and the subsequent information provided. That information purportedly supported the  
24 Watermaster’s claims that \$273,165 remained owing.

25           19.     On October 21, 2019, Mr. Brumfield emailed Mr. Parton pointing out that the  
26 Southern California Edison (“SCE”) backup data supported the information provided on May 16,  
27 2019 as to significantly less water usage than was being claimed.

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1           20.     On October 24, 2019, Mr. Brumfield emailed Mr. Parton SCE billings that showed  
2 0 kilowatt hours used on the “farm well” located on Johnny and Pam’s land for the year 2018.  
3 See, Exhibit “M” to the Brumfield Declaration.

4           21.     On November 6, 2019, Mr. Brumfield wrote to Mr. Parton pointing out the errors  
5 being foisted upon the Zamrzla’s by the Watermaster, as well as the basis for those errors, and  
6 asked the Watermaster to reconsider its position regarding the 2018 water production claim. See,  
7 Exhibit “N” to the Brumfield Declaration.

8           22.     Mr. Brumfield emailed all backup SCE electrical billings for Johnny and Pam and  
9 Johnny Lee and Jeanette for 2018 to Mr. Parton on November 13, 2019. Mr. Brumfield again  
10 pointed out the incorrect analysis being asserted by the Watermaster as to water production.

11          23.     Mr. Parton then asked via email on November 19, 2019 if the Zamrzla’s had any  
12 non-electrical sources of power for their wells in 2018. Mr. Brumfield responded on November  
13 21, 2019 indicating that there were no such non-electrical power sources for 2018.

14          24.     On December 6, 2019, Mr. Parton asked if the Zamrzla’s had a proposal re  
15 resolving the 2018 Replacement Water Assessments dispute.

16          25.     Discussions resumed in early 2020, and on February 28, 2020 Mr. Brumfield again  
17 emailed Mr. Parton asking for a formal withdrawal of the incorrect \$273,165 invoice.

18          26.     While the COVID-19 pandemic then intervened, Mr. Brumfield and Mr. Parton  
19 spoke on May 7, 2020 and there was seemingly progress made on the issues.

20          27.     On May 22, 2020, Mr. Brumfield emailed Mr. Parton and reminded him of the  
21 need to withdraw the incorrect \$273,165 invoice which was issued for a well that had no  
22 production in 2018 and reiterated the same via email on May 25, 2020, noting that the Zamrzla’s  
23 were wary of having locals think that they were not paying a legitimately owed debt (the \$273,165  
24 invoice), that they were not settling that invoice, and that it needed to be withdrawn.

25          28.     The stalemate on the invoice withdrawal issue continued and Mr. Brumfield  
26 summarized the status of the matter in his July 22, 2020 email to Mr. Parton. See, Exhibit “O” to  
27 the Brumfield Declaration.

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1           29.     With the invoice for \$273,165 still not being withdrawn, the Zamrzla's reviewed  
2 the matter, the satellite imagery and analysis provided by Mr. Parton as noted on paragraphs 16  
3 and 17 above with Eugene Nebeker, Ph.D., P.E. and renowned expert Jan H.M. Hendrickx, Ph.D.,  
4 Ir. Mr. Hendrickx prepared a report, and that, along with a letter from Mr. Nebeker were emailed  
5 by Mr. Nebeker directly to the Watermaster, Todd Groundwater, and Mr. Parton on or about  
6 September 25, 2020. See, Declaration of Eugene B. Nebeker, served and filed herewith. Those  
7 analyses completely debunked the Watermaster's analysis. See Declaration of Jan H.M.  
8 Hendrickx served and filed herewith. True and correct copies of the documents provided to the  
9 Watermaster, Todd Groundwater, and Mr. Parton on or about September 25, 2020 are attached to  
10 the List of Exhibits as Exhibit P and to the declarations of Mr. Hendrickx and Mr. Nebeker. The  
11 Watermaster, through Mr. Parton, still never changed positions as to withdrawing the incorrect  
12 \$273,165 invoice. The Zamrzla's costs to have this analysis prepared by Mr. Hendrickx totaled  
13 \$5,272.22.

14           30.     On October 16, 2020, Mr. Parton emailed Mr. Brumfield expressing a desire to  
15 proceed with settlement based upon terms set forth in his May 14, 2020 email. In response, Mr.  
16 Brumfield emailed Mr. Parton on October 19, 2020 and reminded him of the seminal issue from  
17 the Zamrzla's perspective – withdrawing the erroneous invoice.

18           31.     On November 12, 2020, Mr. Parton wrote Mr. Brumfield a letter regarding well  
19 metering requirements and annual production reports, which Mr. Brumfield indicated his clients  
20 would respond to.

21           32.     Little occurred thereafter until April 12, 2021, when Mr. Parton emailed Mr.  
22 Brumfield a draft settlement agreement.

23           33.     Mr. Brumfield responded via email on May 2, 2021 advising that the agreement  
24 improperly lumped the Zamrzla's together and needed to divide out the obligations of Johnny  
25 Zamrzla and Johnny Lee Zamrzla.

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1 Lambert v. California (1957) 355 U.S. 225, 228, 78 S.Ct. 240); Twining v. New Jersey (1908)  
2 211 U.S. 78, 110-111, 29 S.Ct. 14). In other words, “Notice and a chance to be heard are essential  
3 components to the trial court’s jurisdiction and for due process.” Id. The Zamrzla’s were never  
4 served with any pleadings in this action and are therefore “absent persons” with respect to the  
5 action and are not bound by the Judgment.

6 The Zamrzla’s are also not bound to the “Judgment Approving Small Pumper Class Action  
7 Settlements”. The Zamrzla’s never received notice of the class action, or, more importantly, the  
8 fact that they had been identified as members of the Small Pumper Class. Given the high stakes  
9 involved, the Zamrzla’s interest in protecting those stakes, and the prejudice that would result to  
10 the Zamrzla’s if they are not granted relief, it would be both illegal and unfair to find that they are  
11 bound by the Judgment.

12 It is well-settled that “[T]he judgment in a class action binds only those class members  
13 who had been notified of the action and who, being so notified, had made no request for  
14 exclusion.” Steen v. Fremont Cemetery Corp., 9 Cal. App. 4th 1221, 1227, 11 Cal. Rptr. 2d 780,  
15 783 (1992). Despite being landowners and pumpers in the Antelope Valley since 1970, the  
16 Zamrzla’s never received notice that they had been included as members of a class whose rights  
17 to pump water were being adjudicated. While the Watermaster will likely argue that the  
18 Zamrzla’s received adequate notice of the proceedings by publication, that is not true, both as a  
19 matter of law and basic fairness.

20 This is not a typical class action case for a number of reasons. Unlike, for example, a  
21 consumer fraud class action in which the number of class members is high, the stakes for any  
22 individual member are low, and a judgment will only result in possible upside for class members,  
23 the reverse is true here. The Small Pumper Class was to be comprised of a relatively small number  
24 of members of the same community whose addresses and contact information were largely known  
25 to each other and, at least in the case of the Zamrzla’s, knowable to anyone else with access to the  
26 internet. Furthermore, the stakes for the Zamrzla’s in this matter are huge. As the Watermaster’s  
27 motion makes clear, the Zamrzla’s collectively face exposure of more than \$35,000 per year or  
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1 more as a result of their inclusion in the Small Pumper Class. This is not a typical class action in  
2 which the failure to notify a class member might result in the forfeiture of that individual's right  
3 to collect a nominal share of an award. The failure to notify the Zamrzla's would have a life-  
4 altering impact on the four individuals if they were to be bound by the Judgment.

5       The Zamrzla's due process rights were denied as a result of the failure to notify them of  
6 the class action proceedings and their supposed membership in the Small Pumper Class. The  
7 United States Supreme Court and California courts have recognized that actual individual notice,  
8 rather than notice by publication, is required to bind a supposed class member in the Zamrzla's  
9 position. In Cooper v. Am. Sav. & Loan Ass'n, 55 Cal. App. 3d 274, 127 Cal. Rptr. 579 (1976),  
10 the Court of Appeal found that, where class members have "a substantial claim" (as the Zamrzla's  
11 undoubtedly do), "[I]ndividual notice is required because it is essential for them to decide whether  
12 to remain as members of the class and become bound by the rule of res judicata; whether to  
13 intervene with their own counsel; or whether to 'opt out' and pursue their independent remedies."  
14 Id. at 285 (emphasis added). Conversely, notice by publication is only permissible where the  
15 class membership is "huge" and "the damages are minimal." Id. (finding that it was "essential"  
16 "that members with substantial claims should receive individual notice."). The Cooper court's  
17 reasoning is in accord with United States Supreme Court precedent. In Mullane v. Cent. Hanover  
18 Bank & Tr. Co., 339 U.S. 306, 70 S. Ct. 652 (1950), the High Court found that "Where the names  
19 and post-office addresses of those affected by a proceeding are at hand" and the "nature of the  
20 interests" of those to be noticed render notice by publication inappropriate, notice must be  
21 provided by individual mail. 339 U.S. at 318. Writing in 1950, the Court recognized the profound  
22 unfairness that would result from categorically permitting notice by publication to individuals  
23 such as the Zamrzla's: "Publication may theoretically be available for all the world to see, but it  
24 is too much in our day to suppose that each or any individual beneficiary does or could examine  
25 all that is published to see if something may be tucked away in it that affects his property  
26 interests." Id. at 320.

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1 apparently led to the completely inexplicable \$273,165 invoice, which claims started in 2018 and  
2 continue to this day, were specious and entirely unsupportable. No matter what information the  
3 Watermaster was provided, it would never rescind the highly erroneous invoice and it remains on  
4 the Watermaster's public books to this day as a receivable.

5 This is despite Jan H.M. Hendrickx completely debunking the Watermaster's claims that  
6 the Zamrzla's engaged in significant pumping in 2018. The Watermaster's methodology was  
7 entirely flawed, as pointed out by Mr. Hendrickx in his declaration served and filed herewith, and  
8 proper analysis would have shown little to no pumping in 2018. See, Exhibit B to the Declaration  
9 of Jan H.M. Hendrickx, served and filed herewith.

10 Although Eugene B. Nebeker (as requested by Johnny Zamrzla) emailed this information  
11 to the Watermaster, Todd Groundwater, and Mr. Parton on or about September 25, 2020 along  
12 with his letter<sup>5</sup>, nobody has ever responded to that information in any fashion. For the Zamrzla's  
13 to have to incur a bill of \$5,272.22 from Mr. Hendrickx to clearly show the errors in the  
14 Watermaster's methodology was wholly unwarranted, unnecessary and was solely caused by the  
15 Watermaster's outrageous claims as to the Zamrzla's water production.

16 Mr. Hendrickx concluded in the last paragraph of his report on page 2 that:

17  
18 In my professional opinion, the true water use on the Zamrzla parcels is zero on  
19 parcels -002, -003 and -027; and a yet to be determined amount used on parcels  
20 -26 and -028. Thus, while any water used was a magnitude less than the  
21 Watermaster's assessment, an accurate Replacement Obligation can be determined  
22 using the methods described in my 2016 award winning paper that is attached.<sup>6</sup>

23 Mr. Hendrickx further concluded his declaration filed and served herewith by stating, in  
24 paragraph 9, that:

25 "Today, after thoughtful pondering of all technical aspects of this case I consider  
26 the Watermaster's baseless claim regarding the Zamrzla's water production not as

27 <sup>5</sup> See Declaration of Eugene B. Nebeker, served and filed herewith.

28 <sup>6</sup> The 2016 award winning report attached as Exhibit C to the Declaration of Jan H.M. Hendrickx,  
served and filed herewith.

1 a grave engineering mistake but as an act of professional misconduct. Specifically,  
2 the Watermaster Engineer is ignoring the guidelines written in the Judgement of  
3 December 23, 2015 (Santa Clara Case No.: 1-05-CV-049053) by the Honorable  
4 Judge Jack Komar who states “The Watermaster Engineer shall rely on and use the  
5 best available science, records and data to support the implementation of this  
6 Judgment. **Where actual records of data are not available, the Watermaster  
7 Engineer shall rely on and use sound scientific and engineering estimates”**  
8 **[emphasis added]** (section 18.5.16). In other words, where water meter data are  
9 not available for the Zamrzla’s parcels, sound scientific estimates of water  
10 consumption should be used. The Watermaster Engineer failed to do so despite the  
11 free availability of such estimates on Google Earth.”

12 Even with all of this irrefutable evidence, the Watermaster keeps the \$273,165 invoice on  
13 its books to this day as a receivable purportedly owed by Johnny Zamrzla. And the declaration  
14 of Patricia Rose filed in support of the Motion even goes as far to state that Johnny Zamrzla  
15 should have paid that invoice! See, the Declaration of Patricia Rose at paragraphs 6 and 7.

16 The Zamrzla’s do not and never have claimed that they did not produce any water on their  
17 parcels in 2018. The problem is the bullheaded “damn the torpedoes” approach by the  
18 Watermaster whereby it would not consider obvious and clear data showing that the Zamrzla’s  
19 produced significantly less water than the Watermaster apparently wanted to believe. And, as  
20 noted above, to this day the A/R Aging Summary published by the Watermaster still shows an  
21 account receivable owed by Johnny Zamrzla in the amount of \$273,165. Although nowhere  
22 stated in the Motion, does the Motion now only assert a claim of about 10% of the invoice? Just  
23 what is the Watermaster’s claim and why hasn’t the \$273,165 invoice been rescinded in writing  
24 as asked many times? In reading the Motion and the Declarations of Mr. Parton and Ms. Rose, it  
25 is hard to tell what the actual claim really is.  
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1 Without this bullheaded approach, this matter would have likely been resolved long ago  
2 and the parties would have been taking about or negotiating water usage amounts for the  
3 Zamrzla's properties through agreement.

4 VI.

5 **THE WATERMASTER'S CLAIMS FOR INJUNCTIVE AND**  
6 **DECLARATORY RELIEF ARE BASELESS**

7 The Watermaster is seeking injunctive and declaratory relief in a situation where the  
8 genesis of its claims as to the amounts owed by the Zamrzla's is nothing more than a fiction.

9 As is clear, the Zamrzla's have provided significant information and data to the  
10 Watermaster through communications between Mr. Brumfield and Mr. Parton, went to great  
11 expense as to Mr. Brumfield's time to spearhead communications with Mr. Parton, paid a large  
12 invoice from Mr. Hendrickx for his report that entirely debunked the Watermaster's claims as to  
13 water production, have steadfastly said that they will discuss resolution of all issues once the  
14 Watermaster rescinded in writing the false, negligently prepared and possibly fraudulent \$273,165  
15 invoice, that they would meter their wells once the amount they can pump is determined, and  
16 otherwise cooperated with the Watermaster. So, one asks, injunctive relief as to what?

17 The Zamrzla's remain ready and willing to negotiate with the Watermaster, but the  
18 Watermaster will not reciprocate. Requesting equitable injunctive relief in these circumstances  
19 is not warranted as the Watermaster has not acted equitably as to the Zamrzla's.

20 The only declaratory relief that should be considered is requiring the Watermaster to  
21 negotiate in good faith and not continue to publicly present a knowingly false \$273,165 invoice.

22 VII.

23 **THE WATERMASTER IS NOT ENTITLED TO INTEREST,**  
24 **ATTORNEYS' FEES AND COSTS OF COLLECTION**

25 The Motion seeks recovery of interest, attorney's fees and costs of collection. None are  
26 warranted in connection with the Motion assuming that the court grants the Motion as to the  
27 claimed amount of the replacement water assessments ("RWA's").

28

1 As to interest, the Watermaster sets forth an argument that interest should be assessed on  
2 overdue RWA's in the same fashion as overdue real property taxes. RWA's are not real property  
3 taxes. Property taxes have a comprehensive scheme of assessment and collection under California  
4 law. See Revenue & Taxation Code, Division 1, §§50 through 5911. RWA's are not a part of  
5 that scheme.

6 Revenue & Taxation Code §§2617 and 2618 cited in the Motion pertain to when real  
7 property taxes are due and a 10% penalty if the second installment of real property taxes is not  
8 timely paid, respectively.

9 Where is the statutory authority for the proposition that these sections of the Revenue and  
10 Taxation Code somehow apply to the Watermaster's collection efforts as set forth in the Motion?  
11 The authority is apparently the Judgment in this case which is not a statute or other law that  
12 somehow makes the Revenue & Taxation Code applicable.

13 No authority for the interest assessment proposition the Watermaster claims in the Motion  
14 is set forth and being none, this request should be denied even if the monetary requests of the  
15 Motion are granted.

16 In addition, collection of real property taxes under the Revenue and Taxation Code does  
17 not constitute a personal obligation, rather it acts as a lien against real property. Hence, even if  
18 the court awards interest and otherwise grants the Motion, the order is only a lien against real  
19 property.

20 Concerning attorneys' fees, the Motion apparently also claims that the basis for this award  
21 emanates from the Judgment. In California, attorneys' fees are not recoverable as an item of  
22 damages in California with respect to a civil lawsuit unless authorized by (1) a statute or (2) a  
23 contract. See, Code of Civil Procedure §1033.5. Thus, in a civil case without either of those two  
24 triggers (as we have in the case at hand), no recovery of attorney's fees is allowed.

25 A Judgment does not constitute a statute or other legally binding precedent for an award  
26 of attorney's fees unless the underlying claim itself so provides. Again, no such authority is  
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1 presented in the Motion. Accordingly, the request for an award of attorneys' fees should be denied  
2 even if the monetary requests of the Motion are granted.

3 A request for costs of collection is not presented in the Motion and the Zamrzla's will  
4 therefore not respond to the same.

5 Finally, requesting a joint and several award of attorneys' fees (again with any supporting  
6 legal discussion as to the propriety of the same) is likewise not persuasive and should be denied.  
7 The Zamrzla's are separate parties with separate land ownership. A joint and several award,  
8 without any legal basis being shown, is inappropriate.

9 **VIII.**

10 **THE COURT SHOULD DENY THE WATERMASTER'S MOTION AND INSTRUCT**  
11 **THE PARTIES TO MEET AND CONFER AND REACH A RESOLUTION OF THE**  
12 **ISSUES PRESENTED IN THE MOTION AND THIS OPPOSITION**

13 After the above presentation of the facts as augmented in the various declarations filed in  
14 support of the Zamrzla's opposition and arguments, where does that leave us? As noted in the  
15 introduction, it is evident that the Watermaster's dealings with the Zamrzla's has been  
16 inconsistent, at times incoherent, misleading, unnecessary, dishonest, etc.

17 Despite the Watermaster's treatment of the Zamrzla's, there was clearly no need for the  
18 Motion. There is of course no emergency in bringing the Motion and no cognizable damage  
19 would have been occasioned to the Watermaster had it entered into good faith negotiations and  
20 discussions with the Zamrzla's instead of dragging them through the proverbial mud and going  
21 through extensive and clearly unsupportable efforts to support their \$273,165 invoice when the  
22 same was clearly erroneous as shown by the information provided by the Zamrzla's to the  
23 Watermaster regarding electrical usage on the parcels, the Hydraulic Test Results, Rick Koch's  
24 spreadsheets, and the analyses by Jan H.M. Hendrickx and Eugene B. Nebeker.

25 This court is vested with the power to control proceedings before it and also possesses  
26 equitable powers. In considering such powers and deciding how to exercise the same, it is clear  
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1 that the Motion should be denied and the court should require the Watermaster to meet with the  
2 Zamrzla's face-to-face and hammer out a mutually agreeable solution.

3 The Zamrzla's are considering all options available to them as individuals that were never  
4 properly included as parties in this litigation. Requiring that the Watermaster and the Zamrzla's  
5 meet and discuss this matter fully and frankly would be a step in the right direction for what will  
6 likely be a long-term relationship between the Watermaster and the Zamrzla's going forward.

7 **IX.**

8 **CONCLUSION**

9 For all the foregoing reasons, that Zamrzla's respectfully requests that the Court deny the  
10 Motion in all respects.

11  
12 Dated: November 12, 2021

LAW OFFICES OF ROBERT H.  
BRUMFIELD, A Professional Corporation

14 By: s/ Robert H. Brumfield, III  
15 Robert H. Brumfield, III  
16 Attorney for Johnny Zamrzla, Pamela  
17 Zamrzla, Johnny Lee Zamrzla and  
18 Jeanette Zamrzla  
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**PROOF OF SERVICE (C.C.P. §1013a, 2015.5)**

I am employed in the County of Kern, State of California. I am over the age of 18 and not a party to the within action; my business address is 1810 Westwind Drive, Bakersfield, CA 93301.

On November 12, 2021, I served the foregoing document(s) entitled:

**OPPOSITON BY THE ZAMRZLA’S TO THE WATERMASTER’S MOTION FOR MONETARY, DECLARATORY AND INJUCNTIVE RELIEF AGAINST ZAMRZLA’S**

X by placing    the original, X a true copy thereof on all interested parties.

X **BY ELECTRONIC SERVICE:**  
I posted the document(s) listed above to the Santa Clara Superior Court Website @ [www.scefiling.org](http://www.scefiling.org) and Glotrans website in the action of the Antelope Valley Groundwater Cases.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 12, 2021, at Bakersfield, California.

  
SERENA BRAVO