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 Primo Tapia, as Successor Trustee of the Charles and Nellie Tapia Family Trust established u/t/a dated January 12, 1990 and Thomas Tapia, as Successor Co-Trustee of the Felix and Eulalia Tapia Family Trust established u/t/a dated February 18, 1997

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

Coordinated Proceeding, Special Title (Rule 1550(b))	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
ANTELOPE VALLEY GROUNDWATER CASES.	**OPPOSITION TO THE WATERMASTER'S MOTION FOR MONETARY, DECLARATORY AND INJUNCTIVE RELIEF AGAINST TAPIA PARTIES; DECLARATIONS OF ROBERT H. BRUMFIELD, III, PRIMO TAPIA AND THOMAS TAPIA; REQUEST FOR JUDICIAL NOTICE** Date: December 10, 2021 Time: 9:00 a.m. Dept.: By Court call

COMES NOW Primo Tapia, Successor Trustee of the Charles and Nellie Tapia Family Trust established u/t/a dated January 12, 1990 ("C&N Trust"), and Thomas Tapia, as Co-Trustee of the Felix and Eulalia Tapia Family Trust established u/t/a dated February 18, 1997 ("F&E Trust"), and submits this Opposition to the Watermaster's First Amended Motion for Monetary, Declaratory, and Injunctive Relief Against Tapia Parties ("Motion") which is set for hearing on December 10, 2021. The Motion seeks monetary, declaratory and injunctive relief against the Tapia Parties.[1]

Preliminarily, the C&N Trust and the F&E Trust do not dispute that pumping occurred in 2018 and 2019 and do not dispute the principal amount claimed in the Motion. However, the Motion fails on numerous other grounds, as follows:

1. No basis for personal liability against the trustees or the individually named parties.

2. The Watermaster is not entitled to interest and a 10% delinquency charge by attempting to use inapplicable laws that relate to property tax penalties, rather than interest rates.

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

II.

STATEMENT OF FACTS

A. BACKGROUND

In 1981, Charles Tapia, Nellie Tapia, Felix Tapia and Eulalia Tapia purchased real property in the Antelope Valley for purposes of conducting a farming operation. The real property bears APN 374-020-53 and comprises 137.36 acres. The property was later transferred to the C&N Trust as to 50% ownership and the F&E Trust as to 50% ownership. Over the years, the primary production was corn and pumpkins.

As to Charles Tapia and Nellie Tapia, Nellie died on November 17, 2005 and Charles died

[1] The name "Tapia Parties" is one assigned by the Watermaster in the Motion and one to which the responding parties do not agree. Only the landowner trusts are responding to the Motion as there is no basis to name any other individual party except perhaps Tapia Bros., Inc. See, Section III, infra. To the extent this Opposition uses the term "Tapia Parties," it does so solely for the convenience of the Court.

on December 28, 2018. After Charles Tapia's death, Primo Tapia, their son, became the sole successor trustee of the C&N Trust. The beneficiaries of the C&N Trust are Primo Tapia, Charles Tapia, George Tapia and Steven Tapia. The farm property remains an asset of the C&N Trust as a 50% owner.

Concerning Felix Tapia and Eulalia Tapia, Felix died on June 18, 2020 and Eulalia died on August 12, 2020. After Eulalia's death, Thomas Tapia, their son, became the successor trustee of the F&E Trust. The beneficiaries of the F&E Trust as to the farm property are Thomas Tapia and Felix Tapia. The farm property remains an asset of the F&E Trust as a 50% owner.

On January 14, 1977, Tapia Bros., Inc., a California corporation ("Tapia Bros.") was formed by Felix Tapia. Tapia Bros. was formed for the purposes of being the farming entity on farming real properties to be acquired by brothers Charles and Felix Tapia and their spouses. Tapia Bros. is frequently referred to as Tapia Brother Farms.

After acquisition of the farm property in 1981, Tapia Bros. has acted as the entity that farmed the property and was always solely responsible for all electrical billings for any pumped water and any charges for water purchased from Antelope Valley East Kern Water Agency ("AVEK"). AVEK sold water to Tapia Bros. that was delivered by ditch to the farm property until 2008. AVEK advised that it would not be able to deliver any water to the farm property in 2009.

Due to the inability of AVEK to supply water in 2009, Charles Tapia contracted for and had constructed a 600' deep well on the farm property that went into use in 2009. Tapia Bros. remained responsible for all farming operations on the farm property and remained obligated to pay all Southern California Edison billings for electrical charges for the farm property including the newly constructed well.

After the conclusion of the Antelope Valley groundwater case in late 2015, and, for still unexplainable reasons, not being awarded any pumping rights as an overlying landowner, farming operations continued and water was pumped on the farm property through 2019.

In 2019, and after being made aware of the Watermaster's metering requirements, a meter

was installed on the well that was constructed in 2009. No pumping has occurred since 2019.

The Watermaster sent two invoices for Administrative Assessments and Replacement Water Assessment's ("RWA's")[2], both addressed to:

Charlie Tapia
Tapia Brother Farms
c/o Robert H. Brumfield, III
2031 F Street
Bakersfield, CA 93301

The invoices were only emailed to undersigned counsel. Nonetheless, the invoices clearly reflect that the party being invoiced was not Charlie Tapia individually but rather Tapia Brother Farms (i.e., Tapia Bros.), and most certainly was not the C&N Trust (or any trustee thereof), the F&E Trust (or any trustee thereof), or any of the beneficiaries of those two trusts.

As further proof to support the Motion, the Watermaster attached a "Annual Water Production Report" for 2019 submitted by Tom Tapia on behalf of Tapia Brother Farms.[3]

The Watermaster clearly knows that the potentially liable party for its claims is solely Tapia Brother Farms, which is just an alias for Tapia Bros. There is no business entity known as Tapia Brother Farms.[4]

B. THE WATERMASTER'S ALLEGATION THAT THE TAPIA PARTIES SIMPLY IGNORED THE CLAIMS AT ISSUE IS A FABRICATION

In reading the Motion, one would think that the Tapia Parties completely ignored the Watermaster's efforts to obtain payment for water usage. Those assertions are not truthful at all. These facts are verified in the Declaration of Robert H. Brumfield, III served and filed herewith ("Brumfield Declaration"), and include the following:

1. Exhibit 1 is a true and correct copy of a June 9, 2018 letter from the Watermaster signed by Craig Parton addressed to "Charlie Tapia, Tapia Brotherss" (sic). Mr. Tapia faxed the letter shortly after receipt to Mr. Brumfield's office where it was received on July 19, 2008. This

[2] See Exhibits F and G to the Motion.
[3] See Exhibit E to the Motion.
[4] See Declaration of Thomas Tapia.

was the first contact from the Watermaster with any member of the Tapia family.

2. Exhibit 2 is a true and correct copy of a July 24, 2018 email Mr. Brumfield sent to Mr. Parton responding to his June 9, 2018 letter to Charlie Tapia expressing the Tapias' interest in intervening as addressed in Mr. Parton's June 9, 2018 letter.

3. Exhibit 6 is a true and correct copy of Mr. Brumfield's October 30, 2018 email to Mr. Parton responding to the Watermaster's request for information, which also attached pleadings and discovery responded to in the main case. The "Declaration of Charles Tapia in Support of Water Usage" is Docket # 9461 and the discovery responses by Charles Tapia are Docket # 10235. Judicial Notice is requested of Docket # 9461 and Docket # 10235 under Evidence Code §452(d)(1) and (h).

4. The documents attached as a part of Exhibit 6 show that Tapia Bros., Inc., a California corporation, was the account holder for all Southern California Edison charges, that Tapia Bros., Inc. was the account holder with Antelope Valley East Kern Water Agency, and the fact that the C&N Trust and F&E Trust own the farm property where the water production occurred.

5. On January 31, 2019, Mr. Brumfield emailed Mr. Parton and, among other things, advised him that Charles Tapia had passed away on December 28, 2018 and that Primo Tapia (Charles and Nellie Tapia's son) would become the acting trustee of Charles and Nellie Tapia's Trust. Mr. Parton acknowledged Mr. Brumfield's email advising of Mr. Tapia's passing the following day.

6. Exhibit 7 is a true and correct copy of an email from Angel Fitzpatrick from the Watermaster's office to Mr. Brumfield sending an invoice for the pumping in 2018. The invoice is addressed to "Charlie Tapia, Tapia Brother Farms".

7. Exhibit 8 is a true and correct copy of a July 27, 2021 letter from Mr. Parton to Mr. Brumfield concerning alleged violations. This was the only communication of any substance for well over a year regarding the Tapias.

8. Exhibit 9 is a true and correct copy of Mr. Brumfield's October 7, 2021 email to Mr. Parton concerning the Motion and expressing a desire to settle the claims presented in the Motion. It presents a monetary offer.

9. Exhibit 10 is a true and correct copy of an October 12, 2021 email from Mr. Parton to Mr. Brumfield indicating that he would recommend to the Watermaster Board a settlement of $168,022.68 (which proposal included all sums owed) for a full and complete settlement of all claims.

10. Exhibit 11 is a true and correct copy of an October 25, 2021 email from Mr. Brumfield to Mr. Parton indicating that Mr. Brumfield's clients were going to buy water from a third party to pay for the RWA aspect of the settlement.

11. Exhibit 12 is a true and correct copy of an October 26, 2021 email from Mr. Parton to Mr. Brumfield indicating the likely terms of the procedure proposed on Exhibit 10 and asking for all trust beneficiaries names for purposes of the settlement stipulation.

12. Exhibit 13 is a true and correct copy of an October 26, 2021 email from Mr. Brumfield to Mr. Parton indicating close to complete agreement with the proposed settlement stipulation.

13. Exhibit 14 is a true and correct copy of an October 26, 2021 email from Mr. Parton to Mr. Brumfield providing responses to Exhibit 13, none of which changed the monetary terms of settlement as noted in Exhibits 10 and 11.

14. Exhibit 15 is a true and correct copy of an October 27, 2021 email from Mr. Brumfield to Mr. Parton providing the names of the trustees and beneficiaries as requested by Mr. Parton in connection with preparing the settlement stipulation. The email also indicated that Mr. Brumfield was not 100% sure of ownership of the farm property as of that time.

15. Exhibit 16 is a true and correct copy of an October 29, 2021 email from Mr. Brumfield to Mr. Parton questioning the $63,000+ increase in the settlement amount in light of the fact that the settlement amount had been extensively discussed and seemingly agreed to at the amount of $168,022.68.

16. Exhibit 17 is a true and correct copy of an October 29, 2021 email from Mr. Parton to Mr. Brumfield attempting to clarify the settlement offer despite Mr. Parton's prior representations of a settlement at $168,022.68. To say it was shocking to increase the settlement proposal by about $80,000 was and remains an understatement to this day.

17. Exhibit 18 is a true and correct copy of a November 4, 2021 email from Mr. Brumfield to Mr. Parton noting that the pending motion does not name the landowners nor the party in charge of the farming and water pumping, Tapia Bros. The email also requested a continuance to allow for further settlement discussions. No response was received.

18. Exhibit 19 is a true and correct copy of a November 18, 2021 email from Mr. Brumfield to Mr. Parton objecting to the addition of the individual beneficiaries of the trusts in the Amended Motion and noting that there was no legal or factual basis to add them, making the tactic frivolous. Mr. Brumfield's email further expressed a strong desire to get this matter settled. No response except for objecting to the continuance request was received.

19. Exhibit 20 is a true and correct copy of a November 22, 2021 email from Mr. Brumfield to Mr. Parton confirming the property ownership issue after further research[5] and again objecting to the inclusion of individuals and the claim for personal liability, which involves the individuals and the trustees. No response has been received and based upon my prior experience with Mr. Parton's and the Watermaster's heavy handed approach, none is expected.

What the foregoing clearly shows is that the Tapia parties have not ignored the Watermaster at all and have done all they can to resolve the issues presented in the Motion. It is the Watermaster's flip-flopping and deceptive settlement negotiations that have resulted in the Motion being filed instead of resolved as should have occurred.

/ / /

/ / /

/ / /

/ / /

[5] Which additional research shows the farm property is owned in equal 50% shares by (as they are called in the Motion and the Opposition) the C&N Trust and F&E Trust.

III.

THE WATERMASTER'S MONETARY CLAIMS AGAINST THE LANDOWNING TRUSTS, THE SUCCESSOR TRUSTEES AND THE INDIVIDUAL TAPIAS ARE WTHOUT LEGAL SUPPORT AND ARE THEREFORE BASELESS

The Motion seeks the payment of certain RWAs resulting from the production of water from the Antelope Valley Adjudication Area in 2018 and 2019. As correctly reflected in the invoices that the Watermaster issued for those RWAs, the entity that pumped the water was Tapia Bros. Inc., known informally as Tapia Brother Farms. See Exhibits F and G to the Motion. Yet, for reasons known only to the Watermaster, that entity is not named at all in the Motion. Instead, the Watermaster has purported to drag before this Court, simply by naming them in a motion, two landowning trusts and seven individuals who are trustees and beneficiaries of those trusts, without providing any basis in law for doing so. The Watermaster's actions reflect a disregard for basic notions of fairness and due process that should not be glossed over. There is no possibility here that the Watermaster simply made a mistake. It was only a few months ago that the Watermaster issued the second of the two invoices to the proper party. The Watermaster is well aware of what entity actually pumped the water and is responsible for paying the RWAs: Tapia Bros., a/k/a Tapia Brother Farms. It could have—and should have—named only that party in its Motion to recover payment of the RWAs. Instead, Tapia Bros. is effectively the only Tapia entity that the Watermaster did not name in the Motion. The Motion seeks to hold nine other entities (two trusts and seven individuals) "jointly and severally" liable for payments that everyone, including the Watermaster, acknowledges could only be owed (if at all) by Tapia Bros. The Watermaster's flouting of basic concepts of fairness, common sense, and due process, without so much as any pretense of legal authority, should not be countenanced by this Court.

The Watermaster's attempt to hold trustees and trust beneficiaries personally liable for the payment of RWAs resulting from the pumping of water on land owned by the trusts is particularly galling. As the Motion itself correctly acknowledges, the property at issue here is owned by two trusts: the C&N Trust and the F&E Trust. Primo Tapia, the son of Charles and Nellie Tapia (both

deceased), is the Successor Trustee of the C&N Trust, and Thomas Tapia, the son of Felix and Eulalia (both deceased), and Steven Falchini, the Felix and Eulalia Tapia family accountant, are Co-Trustees of the F&E Trust. Nevertheless, and without authority or explanation, the Motion seeks to hold seven individual trustees and beneficiaries jointly and severally liable for the outstanding RWAs and other costs. This is entirely improper. In California, "A trustee is personally liable for obligations arising from ownership or control of trust property only if the trustee is personally at fault." Prob. Code § 18001. Personal liability attaches to a trustee only upon a showing "that the trustee's conduct was intentional or negligent." Haskett v. Villas at Desert Falls, 90 Cal. App. 4th 864, 878, 108 Cal. Rptr. 2d 888, 898 (2001); see also Castellon v. U.S. Bancorp, 220 Cal. App. 4th 994, 163 Cal. Rptr. 3d 637 (2013) (Where property at issue in litigation is owned by a trust, trustee is only liable if it is personally at fault). The Watermaster has not even attempted to make such a showing here. Likewise, the Watermaster has entirely failed to articulate any theory under which a mere trust beneficiary could be personally liable for payment of RWAs. The Watermaster's claims against the trustees and trust beneficiaries named in the motion (in other words, all of the individuals), should, therefore, be denied in their entirety.

VI.

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

The Watermaster is seeking injunctive and declaratory relief in a situation where the Watermaster is creating claims that do not exist.

First, as shown by the declarations of Primo Tapia and Thomas Tapia, no pumping is occurring and has not occurred since 2019. Hence, there is no reason to enjoin something that isn't occurring. Injunctions are meant to stop ongoing adverse action. When the complained of action isn't occurring, injunctive relief is meaningless (as would be declaratory relief as well). See, generally, Code of Civil Procedure §526.

Second, the Watermaster seeks injunctive relief as to the metering requirement for wells located in the Antelope Valley basin. Again, as noted in the declarations of Primo Tapia and

Thomas Tapia, the ag well that supplies water to the Farm Property was metered over 2 years ago after receipt of a letter from the Watermaster's attorney, Mr. Parton. Again, there is no basis for injunctive or declaratory relief.

Finally, the Tapia Parties (through Tapia Bros.) are ready and willing to settle with the Watermaster as is clearly shown herein.

Requesting equitable injunctive relief in these circumstances is not warranted.

VII.

THE WATERMASTER HAS FAILED TO DEMONSTRATE A RIGHT TO ANY INTEREST, ATTORNEY'S FEES OR COSTS OF COLLECTION

The Motion seeks recovery of interest, attorney's fees and costs of collection. Motion at pp. 8-11. The Watermaster has failed to articulate any basis in law for recovering any such amounts.

The Watermaster relies exclusively on Paragraph 18.4.12 of the Judgment and § 19.g of the R&Rs for its claim that it is entitled to $61,964.42 in interest. Neither of the cited authorities provide any basis for the Watermaster's claim, which appears to have been made up out of whole cloth according to nothing more than the Watermaster's wishful thinking. R&R § 19.g merely states that the Watermaster may recover "interest" on "delinquent assessments." It is silent as to the means of calculation of any such interest. Paragraph 18.4.12 of the Judgment states that delinquent assessments "shall bear interest at the then current real property tax delinquency rate for the county in which the property of the delinquent Party is located." While one might expect, based on this guidance, for an "interest . . . rate" applicable to real property taxes owing in Kern County, where the Tapia Parties' property is located, to be easily ascertainable, the Watermaster has utterly failed to ascertain it. Citing the declaration of attorney Parton, as well as Revenue and Taxation Code sections 2617 and 2618, the Watermaster somehow concocted a formula for calculating "interest" that suits its needs, but that is entirely unsupported by law.

According to the Watermaster, the proper formula for calculating interest owed by the Tapia Parties is as follows:

> (1) If the first installment of the property tax is not paid by the deadline, a penalty of 10% of the tax owed will be imposed; (2) if the second installment of the property tax is not paid by the deadline, a penalty of 10% of the tax amount owed, plus $10, will be imposed; and (3) beginning 12 months following the first property tax installment due date, additional penalties are imposed at the rate of 1.5% of the tax amount owed per month, plus a $15 redemption fee.

(Motion at pp. 8-9) (emphasis added).

The formula employed by the Watermaster is—on its face—a formula for the computation of penalties, not of an "interest . . . rate," as mandated by paragraph 18.4.12 of the Judgment. In the tax context, penalties and interest are wholly different: "The fact that penalties and interest are both calculated as percentages of the tax does not make them synonymous. To conclude otherwise is to engage in a categorical syllogism." Rickley v. Cty. of L.A., 114 Cal. App. 4th 1002, 1011, 8 Cal. Rptr. 3d 406, 413 (2004). "The point is that interest is not the equivalent of penalties and the cases have not treated them as the same." Id. While the Watermaster has identified at least three different penalties used to punish delinquent Kern County real property taxpayers, it has failed to identify a single "rate" used to determine the interest owed by such taxpayers. It is, therefore, not entitled to recover a penny of interest from the Tapia Parties.

The impropriety of the Watermaster's attempt to impose penalties, rather than a simple interest rate, on the Tapia Parties is compounded by the fact that the Watermaster's calculation tries to jam the square peg of a punitive real property tax delinquency formula into the round hole of the Antelope Valley water usage adjudication process. The formula simply does not fit the circumstances. For example, the Watermaster's formula refers to the "first" and "second" "installments" of property tax owed. This makes no sense in the context of RWA payments, and the Watermaster makes no attempt to explain the effect of this language in its formula. See, e.g., Motion at p. 9: "RWAs are due 30 days after the invoice date in a lump sum (rather than in installments). . . ." Likewise, while the Watermaster's handcrafted formula refers to the "deadline" and the "due date," these terms do not appear in any of the source materials cited by

the Watermaster in support of its formula, namely California Revenue & Taxation Code Sections 2617 and 2618, and the Kern County Tax Collector's website[6] (cited at paragraph 10 of the Parton Declaration). Instead, the source materials impose penalties (not interest), when tax is not paid as of specific, fixed calendar dates. For example, the Kern County Tax Collector's website states that taxpayers will be assessed a "10% penalty" if they fail to pay their taxes "as of 5:00 p.m. on December 10." This language, which is an integral part of Kern County's formula for calculating penalties owed by delinquent real property taxpayers, makes no sense in the context of RWA payments. As the Motion itself makes clear, unlike real property tax payments, which become due on two fixed dates every year, "The Watermaster sends invoices for RWAs to the Parties at different times each year. . . ." Motion at p. 9. The Kern County real property tax delinquency penalty system was simply not meant to be used to determine interest owed on delinquent RWAs. The Watermaster's clumsy attempt to shoehorn that system into its formula for calculating interest amply demonstrates the point. The Watermaster should not be permitted to cherry-pick parts of the Kern County tax delinquency penalty system ("10%" here, "1.5%" there) in order to arrive at a wildly inflated interest amount when those figures were plainly intended for an entirely different context. In any case, because the Watermaster has failed to identify a "rate" used to calculate "interest" owing in this case, it cannot recover any.

The Watermaster's claim for attorney's fees is illegal and must be denied. In California, attorneys' fees are not recoverable as an item of damages with respect to a civil lawsuit unless authorized by (1) statute; (2) contract; or (3) law. See Code of Civil Procedure §1033.5(10). Here, the Watermaster relies exclusively on the Judgment and the R&Rs in support of its claim for attorney's fees. Motion at pp. 6, 8. The Judgment and R&Rs are clearly neither "statutes" nor "contracts." They also are not "law," as that term is contemplated by §1033.5(10). In Tanner v. Tanner , 57 Cal. App. 4th 419, 67 Cal. Rptr. 2d 204 (1997), a party to a marital settlement agreement ("MSA") that was incorporated into a judgment attempted to collect attorney's fees based on a provision in the MSA stating that the other party "will pay all legal fees" associated

[6] https://www.kcttc.co.kern.ca.us/index.cfm?fuseaction=kcttcinternet.showavoidpenalties

with the dissolution of the marriage. The Court of Appeal denied the demand for attorney's fees on the grounds that a judgment is not "law," for purposes of interpreting §1033.5(10). The court explained that prior to the 1993 amendment of §1033.5, attorney's fees were only recoverable pursuant to statute or contract. Tanner, 57 Cal. App. 4th at 423. Nevertheless, courts routinely awarded attorney's fees in other situations, namely pursuant to the "common fund" and "substantial benefit" theories. Id. The purpose and effect of the 1993 amendment was simply to codify these existing common law theories for recovery of attorney's fees, not to create any new bases for such recovery. Therefore, neither the Judgment nor the R&Rs provide any basis in statute, contract, or law for the Watermaster's recovery of attorney's fees.

Finally, while the Motion purports to make claims for both "attorney's fees" and "costs of collection," the Watermaster makes no attempt to distinguish between the two. The Watermaster's claim for "costs of collection" must, therefore, also be denied as unsupported by law.

VIII.

THE WATERMASTER ENGAGED IN "BAIT AND SWITCH" SETTLEMENT NEGOTIATIONS AND THE COURT SHOULD THEREFORE DENY THE WATERMASTER'S MOTION AND INSTRUCT THE PARTIES TO MEET AND CONFER AND REACH A RESOLUTION OF THE ISSUES PRESENTED IN THE MOTION AND THIS OPPOSITION

After the above presentation of the facts as augmented in the various declarations filed in support of the Tapia Parties' opposition and arguments, where does that leave us? It is evident that the Watermaster's dealings with the Tapias has been inconsistent and misleading.

Despite the Watermaster's treatment of the Tapias, there was clearly no need for the Motion. There is of course no emergency in bringing the Motion as no pumping has occurred for over two years, the well in issue has also been metered for over two years, and the Tapia Parties have supplied reports of water production to the Watermaster.

No cognizable damage would have been occasioned to the Watermaster had it entered good faith negotiations and discussions with the Tapia Parties instead of seemingly agreeing to a

settlement at $168,022.68 but then reversing positions only a few days later and requiring $250,000 to settle.

This court is vested with the power to control proceedings before it and possesses equitable powers. In considering such powers and deciding how to exercise the same, the Motion should be denied and the court should require the Watermaster to meet with the Tapia Parties face-to-face and hammer out a mutually agreeable solution. Requiring that the Watermaster and the Tapias meet and discuss this matter fully and frankly would be a step in the right direction for what will likely be a long-term relationship between the Watermaster and the Tapias going forward.

IX.

CONCLUSION

For all the foregoing reasons, the Motion should be denied in full or, at a minimum denied as to the Watermaster's claims for (1) personal liability as to the monetary claims, (2) assessment of a delinquency penalty, and (3) attorney's fees.

Dated: November 29, 2021

LAW OFFICES OF ROBERT H. BRUMFIELD,
A Professional Corporation

By: *s/ Robert H. Brumfield, III*
Robert H. Brumfield, III, Attorneys for Primo Tapia, as Successor Trustee of the Charles and Nellie Tapia Family Trust established u/t/a dated January 12, 1990 and Thomas Tapia, as Successor Co-Trustee of the Felix and Eulalia Tapia Family Trust established u/t/a dated February 18, 1997

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 29, 2021, I served the foregoing document(s) entitled:

OPPOSITION TO THE WATERMASTER'S MOTION FOR MONETARY, DECLARATORY AND INJUNCTIVE RELIEF AGAINST TAPIA PARTIES; DECLARATIONS OF ROBERT H. BRUMFIELD, III, PRIMO TAPIA AND THOMAS TAPIA; REQUEST FOR JUDICIAL NOTICE

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

X **BY ELECTRONIC MAIL**
I posted the document(s) listed above to the Santa Clara Superior Court Website @ 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 29, 2021, at Bakersfield, California.

Serena Bravo

SERENA BRAVO