

EXHIBIT 1



BOARD OF DIRECTORS
 Robert Parris – Chair
 AVEK Representative
 Dennis Atkinson – Vice Chair
 Landowner Representative
 Adam Arki
 LACWW Representative
 John Calandri
 Landowner Representative
 Leo Thibault
 Public Water Suppliers Representative

June 09, 2018

CERTIFIED MAIL – RETURN RECEIPT REQUESTED



Charlie Tapia
 Tapia Brothers
 8425 West Avenue A
 Rosamond, Ca 93560

Re: **PUMPING OF GROUNDWATER FROM THE ANTELOPE VALLEY
 ADJUDICATED BASIN**

Dear Mr. Tapia,

This office serves as staff to the Antelope Valley Watermaster. The Watermaster was created by the Los Angeles Superior Court and charged with assisting the Court in administering the terms of a Judgment and Physical Solution dated December 23, 2015 (hereinafter the “Judgment”) relating to the Antelope Valley Adjudicated Basin. A copy of the Judgment can be found at www.avwatermaster.net under the “Resources” tab. The Judgment spells out in detail all the rights to groundwater production in the Antelope Valley Adjudicated Basin. Any groundwater pumping outside of an identified right to do so pursuant to the terms specified in the Judgment is strictly prohibited.

It is our understanding that you may be pumping groundwater from the Antelope Valley Adjudicated Basin. If you do not have a right to do so under the terms of the Judgment the Watermaster is required by the Court to stop all unauthorized pumping. This is our notice that you immediately comply with Section 20.9 of the Judgment. That Section of the Judgment provides a process for non-parties to intervene in the Judgment to become a party and to then seek the right to produce groundwater from the Adjudicated Basin.

Intervening to become a party to the Judgment actually has a number of potential advantages including having access to replacement water and the right to benefit from groundwater transfers and other privileges under the Judgment. In addition, by intervening in the Judgment you have the potential to obtain a legally recognized right to produce groundwater from the Adjudicated Basin thus directly affecting the value of your real property from which you may be currently extracting groundwater without the legal right to do so. We have been advised that the fact that you have no current legal right to extract groundwater from your property pursuant to the Judgment is a fact which you are likely obligated to disclose to potential purchasers or lenders interested in your property.

If you intervene in the Judgment and obtain a right to produce groundwater from the Adjudicated Basin, you may be able to acquire transfer water or will be required to pay replacement water costs for your groundwater production. If you continue to produce groundwater without intervening in the Judgment, we will ask the Court that you be found to be responsible to pay those replacement water costs for all past production, that you be prevented from further producing groundwater from your property and will also seek to recover all attorney's fees and other direct and indirect costs incurred in being required to engage in this legal process.

In short, if I am required to bring a motion before the court to determine your right to produce groundwater from the Adjudicated Basin, we may seek to halt your production of groundwater entirely and/or may seek imposition of Watermaster assessment costs on you for all past production in violation of the Judgment, as well as all legal and other costs incurred to obtain that order from the Court.

Please contact Watermaster Administrative offices at (661)234-8233, or PO Box 3025, Quartz Hill, CA. 93586 within 10 days, so that we can explain your options and address your groundwater production in the Adjudicated Basin.

If we do not receive a written response from you within 30 days from the date of this letter, the Watermaster will have no other choice but to proceed as discussed above and will seek to halt your groundwater production by bringing a motion before the Los Angeles Superior Court and seek recovery of our fees and associated costs for being forced to do so.

Thank you in advance for your cooperation and we look forward to working with you to obtain compliance with the judgement so that no Court action will be necessary.

Very truly yours,



Craig Parton, Watermaster General Counsel
Price, Postal & Parma

cc: Watermaster Board of Directors
Watermaster Engineer

EXHIBIT 2

Subject: June 9, 2018 Letter to Various Landowners re "Pumping of Groundwater from the Antelope Valley Adjudicated Basin"
Date: Tuesday, July 24, 2018 at 2:41:00 PM Pacific Daylight Time
From: Bob Brumfield
To: Craig A. Parton (cap@ppplaw.com)
CC: 'Betsy Wright', Serena Rivera
Attachments: image001.jpg

Dear Mr. Parton:

Please be advised that my office represents 5 recipients of your June 9, 2018 letter sent to landowners in the Adjudicated Basin, which letter was received on either July 16, 18 or 19, 2018, as the case may be.

The 5 recipients that we represent are as follows:

1. Charles Tapia.
2. Mark Ritter.
3. Olin Derrick.
4. Johnny Zamrzla.
5. Johnny Lee Zamrzla.

As noted in your letter, I reviewed Section 20.9 of the Judgment and generally refreshed my memory of the Judgment and its terms.

Each of my clients would like to pursue intervening in the Judgment by way of stipulation with your client, the Watermaster.

Would your client be willing to so agree? And, if so, is there a draft stipulation you could send me to review?

Thank you, and we look forward to hearing from you. If you would prefer a call, just let me know.

Very Truly Yours,



Robert H. Brumfield, III
2031 F Street
Bakersfield, CA 93301
-and-
325 Old Mammoth Road, B4
P.O. Box 146
Mammoth Lakes, CA 93546

EXHIBIT 3

Subject: RE: June 9, 2018 Letter to Various Landowners re "Pumping of Groundwater from the Antelope Valley Adjudicated Basis"
Date: Tuesday, July 24, 2018 at 2:48:43 PM Pacific Daylight Time
From: Craig A. Parton
To: Bob Brumfield
CC: Betsy Wright, Serena Rivera
Attachments: image002.jpg, image003.jpg

Mr. Brumfield: Thanks for so informing us of your clients' interest in intervening.....Let me discuss it with the Watermaster Engineer and be in touch.....Craig Parton



PRICE, POSTEL & PARMA LLP

Craig A. Parton
Price Postel & Parma LLP
200 E Carrillo Street, Suite 400
Santa Barbara, CA 93101
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T: 805.882-9822 (Direct)
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Website: <http://ppplaw.com>

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From: Bob Brumfield [mailto:bob@brumfield-haganlaw.com]
Sent: Tuesday, July 24, 2018 2:41 PM
To: Craig A. Parton
Cc: Betsy Wright; Serena Rivera
Subject: June 9, 2018 Letter to Various Landowners re "Pumping of Groundwater from the Antelope Valley Adjudicated Basis"

Dear Mr. Parton:

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The 5 recipients that we represent are as follows:

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2. Mark Ritter.
3. Olin Derrick.

4. Johnny Zamrzla.
5. Johnny Lee Zamrzla.

As noted in your letter, I reviewed Section 20.9 of the Judgment and generally refreshed my memory of the Judgment and its terms.

Each of my clients would like to pursue intervening in the Judgment by way of stipulation with your client, the Watermaster.

Would your client be willing to so agree? And, if so, is there a draft stipulation you could send me to review?

Thank you, and we look forward to hearing from you. If you would prefer a call, just let me know.

Very Truly Yours,



Robert H. Brumfield, III
2031 F Street
Bakersfield, CA 93301
-and-
325 Old Mammoth Road, B4
P.O. Box 146
Mammoth Lakes, CA 93546

Tele (661) 215-4980 | Fax (661) 215-4989

www.Brumfield-HaganLaw.com

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EXHIBIT 4

Subject: RE: June 9, 2018 Letter to Various Landowners re "Pumping of Groundwater from the Antelope Valley Adjudicated Basis"
Date: Monday, August 6, 2018 at 5:29:36 PM Pacific Daylight Time
From: Craig A. Parton
To: Bob Brumfield
CC: Betsy Wright, Serena Rivera
Attachments: image002.jpg, image003.jpg

Intend to respond fairly shortly.....Have not forgotten about you! Craig Parton



PRICE, POSTEL & PARMA LLP

Craig A. Parton
Price Postel & Parma LLP
200 E Carrillo Street, Suite 400
Santa Barbara, CA 93101
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Website: <http://ppplaw.com>

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From: Bob Brumfield [<mailto:bob@brumfield-haganlaw.com>]
Sent: Monday, August 06, 2018 12:22 PM
To: Craig A. Parton
Cc: Betsy Wright; Serena Rivera
Subject: RE: June 9, 2018 Letter to Various Landowners re "Pumping of Groundwater from the Antelope Valley Adjudicated Basis"

Dear Mr. Parton:

I was just checking in to see where we are on this matter. Thank you.

Very Truly Yours,



Brumfield & Hagan LLP

Robert H. Brumfield, III
2031 F Street

EXHIBIT 5

Subject: FW: Request List of Information from Brumfield clients
Date: Friday, September 14, 2018 at 1:38:20 PM Pacific Daylight Time
From: Craig A. Parton
To: Bob Brumfield
CC: Phyllis Stanin (PStanin@toddgroundwater.com), Kate White (KWhite@toddgroundwater.com),
Serena Rivera

Attachments: image002.jpg, Requested Information.docx

Bob: Attached please find the questions we would appreciate responses to in relation to your clients. The question about the name of the predecessor in title is particularly important as to Johnny Lee Zamrzla as it may determine whether he even needs to intervene in the Judgment or not.....

Feel free to pass along information as it comes to you and do not feel you need to wait until you have complete information for all 5 of your clients before responding.....Craig Parton



PRICE, POSTEL & PARMA LLP

Craig A. Parton
Price Postel & Parma LLP
200 E Carrillo Street, Suite 400
Santa Barbara, CA 93101
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Requested Information from Mr. Brumfields's Clients

Date:

Property owner:

Property address:

Contact phone number and email:

Contact relation to property owner:

All APN numbers associated with the Party's Property:

For each APN:

- Year purchased or first leased (and indicate if own or lease)
- Name of Seller of parcel (and indicate if they were Parties to the Judgment, if you know)
- Total acreage of parcel
- Acres of this parcel leased to others
- Dates leased out to others
- Do the lessees have any Production Rights in the Judgment and, if so, are they using these rights on this parcel?
- Number of residences/houses on the parcel
- Number of occupants living in these residences in 2016, 2017, 2018
- Number of wells on the parcel
- Well information for each well such as date drilled, depth, diameter, screened interval, meter information, depth to water, pumping capacity
- Irrigated acreage in 2016, 2017, and 2018
- Crops grown in 2016, 2017, 2018 and associated acreages of each
- Annual production in 2016, 2017, and 2018
- Method used to estimate production
- Water uses of each well (irrigation, livestock, domestic, etc.)
- Dates and annual amounts of use of other water sources such as imported water from AVEK
- Future use of parcel
- Estimated annual water use in the future

EXHIBIT 6

Subject: Tapia - Response to Request List of Information from Brumfield clients
Date: Tuesday, October 30, 2018 at 5:05:00 PM Pacific Daylight Time
From: Bob Brumfield
To: 'Craig A. Parton'
CC: 'Phyllis Stanin (PStanin@todddgroundwater.com)', 'Kate White (KWhite@todddgroundwater.com)', Serena Rivera
Attachments: 9. Tapia Dec re Water Usage filed 12-2-14.pdf, image001.jpg, resp to req for prod charles.pdf, Response to Information Requested by Watermaster 10.31.18.pdf

Craig,

Here is Tapia's response. I included the response to the request for production from the litigation because it has numerous documents including the information when Tapia drilled his large well.

Let me know if you need anything additional at this time.

Very Truly Yours,



Robert H. Brumfield, III
2031 F Street
Bakersfield, CA 93301
-and-
325 Old Mammoth Road, B4
P.O. Box 146
Mammoth Lakes, CA 93546

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Please consider the environment before printing this e-mail.

Tapia – Response to Requested Information from Watermaster

Date: 10/30/18
Property owner: Charles Tapia, Trustee of the Nellie Tapia Trust
Property address: 8301 Avenue A, Rosamond, California
Contact phone number and email: c/o Robert Brumfield
Contact relation to property owner: Attorney
All APN numbers for Tapia Property: 374-020-53-00-6

For each APN:

- Year purchased or first leased (and indicate if own or lease) – **OWN; ACQUIRED IN 1981.**
- Name of Seller of parcel (and indicate if they were Parties to the Judgment, if you know) – **I AND I FARMS, INC.; UNKNOWN.**
- Total acreage of parcel – **137.36.**
- Acres of this parcel leased to others – **NONE.**
- Dates leased out to others – **N/A.**
- Do the lessees have any Production Rights in the Judgment and, if so, are they using these rights on this parcel? **N/A.**
- Number of residences/houses on the parcel – **2 TRAILERS.**
- Number of occupants living in these residences in 2016, 2017, 2018 – **3.**
- Number of wells on the parcel – **2 (SMALL ONE AND LARGER ONE USED FOR AGRULULTURAL PRODUCTION).**
- Well information for each well such as date drilled, depth, diameter, screened interval, meter information, depth to water, pumping capacity – **DRILLED 2009-2010 AFTER AVEK ADVISED THAT IT WOULD HAVE NO DITCH WATER AVAILABLE IN 2010; 750' DEPTH; WATER DEPTH AROUND 210'; DRILLING INFORMATION ATTACHED TO TAPIA'S RESPONSE TO REQUESAT FOR PRODUCTION IN THE LITIGATION WHICH IS SUBMITTED HEREWITH; SMALL WELL HAS A METER THAT ISN'T READ; LARGE WELL CAN PRODUCE 2400 GALLONS/MINUTE; SMALL WELL WAS DRILLED IN ABOUT 1990 – 4 TO 5 HP MOTOR, 5 GALONS/MINUTE, 10 GALLON TANK, USED FOR WASHING TRUCKS AND RESIDENTIAL.**
- Irrigated acreage in 2016, 2017, and 2018 - **110**
- Crops grown in 2016, 2017, 2018 and associated acreages of each – **ABOUT 70 TO 80 ACRES FOR PUMPKINS AND 35-40 ACRES FOR CORN.**
- Annual production in 2016, 2017, and 2018 – **560.95 ACRE FEET; 725.49 ACRE FEET; 334 ACRE FEET.**
- Method used to estimate production – **kWh/581 kWh PER ACRE FOOT PER LAST SCE TEST WHICH IS SUBMITTED WITH TAPIA'S DECLARATION.**
- Water uses of each well (irrigation, livestock, domestic, etc.) – **IRRIGATION.**
- Dates and annual amounts of use of other water sources such as imported water from AVEK – **NONE SINCE 2009.**
- Future use of parcel – **FARMING.**
- Estimated annual water use in the future – **334 ACRE FEET TO 560 ACRE FEET/YEAR.**

1 Robert H. Brumfield, III (State Bar No. 114467)
2 bob@brumfield-haganlaw.com
3 Heather A. Ijames (State Bar No. 222516)
4 heather@brumfield-haganlaw.com
5 BRUMFIELD & HAGAN, LLP
6 A Limited Liability Partnership
7 2031 F Street
8 Bakersfield, CA 93301
9 Telephone: (661) 215-4980
10 Facsimile: (661) 215-4989

11 Attorneys for Charles Tapia and the Nellie Tapia Family
12 Trust

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

15 ANTELOPE VALLEY
16 GROUNDWATER CASES

17 Included Actions:
18 Los Angeles County Waterworks District
19 No. 40 v. Diamond Farming Co., Superior
20 Court of California, County of Los
21 Angeles, Case No. BC 325201

22 Los Angeles County Waterworks District
23 No. 40 v. Diamond Farming Co., Superior
24 Court of California, County of Kern, Case
25 No. S-1500-CV-254348

26 Wm. Bolthouse Farms, Inc. v. City of
27 Lancaster, Diamond Farming Co. v. City of
28 Lancaster, Diamond Farming Co. v.
Palmdale Water District, Superior Court of
California, County of Riverside, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408

CLASS ACTION

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

**DECLARATION OF CHARLES TAPIA IN
SUPPORT OF WATER USAGE**

29 I, CHARLES TAPIA, declare as follows:

30 1. I am an adult over the age of sixty-five years old and a resident of Newhall,
31 California, County of Los Angeles.

32 2. I am the owner of agricultural property that grows, at this time, corn and pumpkin
33 crops, located at 8301 Avenue A, Rosamond, Kern County ("Property"). The mailing address is
34 8425 W. Avenue A, Rosamond, Kern County. My property is irrigated by water that is in a water
35 rights dispute, commonly known as the Antelope Valley Groundwater Cases ("Case").

- 1 3. I am also the Trustee of the Nellie Tapia Family Trust ("Trust").
- 2 4. The Trust is also the owner of the Property, and as the Trustee of the Trust, I
3 submit this declaration on the Trust's behalf.
- 4 5. The Property consists of a total of 137.36 acres, and all of it is used for agricultural
5 purposes, specifically, over the years, corn and/or pumpkin crop growing. A true and correct copy
6 of a Property's tax bill to show the recorded acreage is attached hereto as Exhibit "A."
- 7 6. To grow my crops, I use water from my well, Serial No. 111206, with a Pump
8 Reference No. 25314.
- 9 7. The amount of water I use for the crops on the Property has been quantified by
10 using a Southern California Edison well test and usage figures, comprised from the Property's
11 Southern California Edison bills from 2011 and 2012. This quantification was submitted in a
12 report from Russ Johnson on or around February 20, 2013, which based its results from a well test
13 done by Rick Koch on February 12, 2013. A true and correct copy of Southern California's report
14 is attached hereto as Exhibit "B."
- 15 8. The well tester, Rick Koch, AKA Frederick Koch, has already testified in the
16 Antelope Valley Groundwater Litigation during Phase 4 of trial, on May 28, 2013, in regards to
17 the validity of his tests.
- 18 9. According to Mr. Koch's well test of the Property, based on water pumped at 45
19 psi (pounds per square inch), the Property pumps 581 kilowatts per acre foot.
- 20 10. This 581 kilowatts per acre foot figure, divided into the amount of kilowatts billed
21 to the property per year (kWh / 581) is how I can annually calculate my water usage in acre feet
22 produced.
- 23 11. The Property's Southern California Edison Billing History, which details the
24 Property's kilowatt usage month by month is attached hereto as Exhibit "C."
- 25 12. Based on the kilowatt usage of Exhibit C, plugged into the formula recited in
26 Paragraph 10, *infra*, substantiated by Mr. Koch's well test, I have estimated the water usage on
27 the Property for the years 2011 and 2012 (the years Mr. Koch used for his test) as follows:
- 28 a. 2011 – 300,609 kWh used / 581 kWh per acre foot = 517.4 acre feet of water.

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b. 2012 – 320,521 kWh used / 581 kWh per acre foot = 551.6 acre feet of water.

13. These results are representative of the current level of crops the Property is producing, and what I expect it can produce in the future, with an average of 534.5 acre feet of water a year.

14. I believe that my property will continue to use roughly 534.5 acre feet of water a year, with a max usage of 551.6 acre feet of water a year, based on my crop estimations and normal yearly precipitations averages. In times of drought, such as in 2013 and 2014, the usage would be higher.

15. Based on these calculations, my Property should be entitled to a minimum annual supply of 534.5 acre feet a year from the Antelope Valley Groundwater Basin, stemming from my overlying water rights attributable to the Property's location over the groundwater basin central to this Case.

16. With a confirmation from this Court of the annual entitlement of 534.5 acre feet a year, I intend to continue my irrigated farming on the Property.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on November 24, 2014 at Newhall, California.

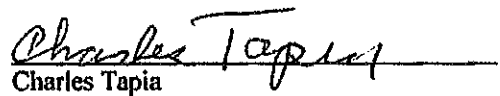

Charles Tapia

EXHIBIT "A"

EXHIBIT “B”



Confidential/Proprietary Information

February 20, 2013

CHARLES TAPIA
21083 PLACERITA CYN
NEWHALL, CA 91321

HYDRAULIC TEST RESULTS, Plant: WELL

Location: 8425 W AVENUE A HP: 200.0
Cust #: 0-013-3928 Serv. Acct. #: 000-9676-96
Meter: V349N-14077 Pump Ref. #: 26314

In accordance with your request, an energy efficiency test was performed on your turbine well pump on February 12, 2013. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)654-7312.

Pump: SIMFLO Equipment No: 111206
Motor: US No: 0173393330002R000

Results	Test 1	Test 2	Test 3
Discharge Pressure, PSI	5.4	45.5	76.0
Standing Water Level, Feet	211.8	211.8	211.8
Drawdown, Feet	27.6	24.8	22.4
Discharge Head, Feet	12.5	105.1	175.6
Pumping Water Level, Feet	239.4	236.6	234.2
Total Head, Feet	251.9	341.7	409.8
Capacity, GPM	2,127	1,858	1,671
GPM per Foot Drawdown	77.1	74.9	74.6
Acre Feet Pumped in 24 Hours	9,401	8,212	7,386
kW Input to Motor	205.3	198.7	193.6
HP Input to Motor	275.3	266.5	259.6
Motor Load (%)	131.9	127.6	124.4
Measured Speed of Pump, RPM	1,782		
kWh per Acre Foot	524	581	629
Overall Plant Efficiency (%)	49.1	60.2	66.6

The above test results indicate various operating conditions of this pump. Test #1 was performed with the pump free boarding. Test #2 represents the normal operating point.

RUSS JOHNSON
Manager
Hydraulic Services

EXHIBIT "C"

Tapia Bros, Inc.
SCE Billing History - SIA #000-9676-96
Well Ref # 28314

Account	Address	Service	Month	Rate	Usage	Charge	Balance
TAPIA BROS INC	8425 W AVENUE A	PA-2	12/21/07	\$1,423.93	6,880	95.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	01/22/08	\$115.36	161	6.4	
TAPIA BROS INC	8425 W AVENUE A	PA-2	02/22/08	\$101.25	0	5.6	
TAPIA BROS INC	8425 W AVENUE A	PA-2	03/22/08	\$108.61	80	5.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	04/22/08	\$147.23	80	9.6	
TAPIA BROS INC	8425 W AVENUE A	PA-2	05/22/08	\$184.18	720	7.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	06/22/08	\$154.17	480	6.4	
TAPIA BROS INC	8425 W AVENUE A	PA-2	07/22/08	\$188.41	880	7.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	08/22/08	\$188.69	880	5.6	
TAPIA BROS INC	8425 W AVENUE A	PA-2	09/19/08	\$188.67	880	7.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	10/22/08	\$4,880.62	46,680	92.0	
TAPIA BROS INC	8425 W AVENUE A	PA-2	11/20/08	\$3,586.86	31,440	88.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	12/22/08	\$848.82	1,520	73.9	
TAPIA BROS INC	8425 W AVENUE A	PA-2	01/22/09	\$273.00	1,440	9.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	02/22/09	\$314.20	1,820	9.6	
TAPIA BROS INC	8425 W AVENUE A	PA-2	03/22/09	\$285.31	1,520	8.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	04/22/09	\$281.50	1,200	8.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	05/22/09	\$1,338.67	3,680	93.6	
TAPIA BROS INC	8425 W AVENUE A	PA-2	06/22/09	\$4,288.21	26,560	93.6	
TAPIA BROS INC	8425 W AVENUE A	PA-2	07/22/09	\$5,264.57	54,000	92.0	
TAPIA BROS INC	8425 W AVENUE A	PA-2	08/22/09	\$8,464.50	74,080	208.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	09/22/09	\$5,393.03	39,520	281.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	10/22/09	\$3,915.69	41,520	261.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	11/22/09	\$2,847.30	32,130	88.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	12/22/09	\$1,683.25	18,450	84.5	
TAPIA BROS INC	8425 W AVENUE A	PA-2	01/22/10	\$372.04	2,358	10.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	02/22/10	\$278.88	1,905	8.1	
TAPIA BROS INC	8425 W AVENUE A	PA-2	03/22/10	\$278.10	1,658	8.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	04/22/10	\$2,708.11	15,288	205.0	
TAPIA BROS INC	8425 W AVENUE A	PA-2	05/22/10	\$2,463.70	11,035	202.6	
TAPIA BROS INC	8425 W AVENUE A	PA-2	06/22/10	\$5,206.58	22,287	204.5	
TAPIA BROS INC	8425 W AVENUE A	PA-2	07/22/10	\$7,878.41	46,594	205.0	
TAPIA BROS INC	8425 W AVENUE A	PA-2	08/22/10	\$9,951.89	73,582	204.5	
TAPIA BROS INC	8425 W AVENUE A	PA-2	09/22/10	\$6,132.44	50,357	203.8	
TAPIA BROS INC	8425 W AVENUE A	PA-2	10/22/10	\$3,162.50	8,801	201.6	
TAPIA BROS INC	8425 W AVENUE A	PA-2	11/22/10	\$237.57	858	7.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	12/22/10	\$256.77	1,017	8.6	
TAPIA BROS INC	8425 W AVENUE A	PA-2	01/22/11	\$274.14	1,588	7.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	02/22/11	\$272.11	842	7.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	03/22/11	\$232.62	538	7.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	04/22/11	\$228.54	777	7.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	05/22/11	\$2,977.41	18,285	203.0	
TAPIA BROS INC	8425 W AVENUE A	PA-2	06/22/11	\$5,127.01	28,724	202.1	
TAPIA BROS INC	8425 W AVENUE A	PA-2	07/22/11	\$6,901.58	44,446	204.5	
TAPIA BROS INC	8425 W AVENUE A	PA-2	08/22/11	\$8,375.18	63,391	202.1	
TAPIA BROS INC	8425 W AVENUE A	PA-2	09/22/11	\$8,341.24	44,002	274.1	
TAPIA BROS INC	8425 W AVENUE A	PA-2	10/22/11	\$3,685.83	55,489	202.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	11/22/11	\$3,580.68	29,585	93.1	
TAPIA BROS INC	8425 W AVENUE A	PA-2	12/22/11	\$1,564.07	12,701	92.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	01/22/12	\$221.16	785	7.2	
TAPIA BROS INC	8425 W AVENUE A	PA-2	02/22/12	\$3,195.28	27,128	205.8	

2011 300,609

Tapia Bros. Inc.
SCE Billing History - SUA #000-9678-96
Well Ref # 25314

2012
320,521

Account No.	Customer Name	Address	City	State	Zip	Service Date	Usage (kWh)	Rate	Amount	Balance
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	03/23/12	714	\$216.42	714	72
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	04/23/12	723	\$216.40	723	57
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	05/23/12	12,432	\$2,498.13	12,432	205.9
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	06/23/12	33,408	\$5,076.32	33,408	200.8
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	07/23/12	62,811	\$8,146.73	62,811	201.0
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	08/23/12	65,782	\$8,491.54	65,782	201.0
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	09/20/12	49,738	\$6,592.01	49,738	201.0
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	10/23/12	38,811	\$3,815.28	38,811	189.9
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	11/23/12	29,454	\$2,498.36	29,454	91.8
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	12/23/12	7,717	\$1,290.40	7,717	86.0
133928	TAPIA BROS INC	8425 W AVENUE A	ROSSAMOND	IL	60550	01/23/13	716	\$220.41	716	50

AF Produced is based on 2013 Pump Test point #2 of S81 kWh AF; Only kWh used was where 200 hp well operation can be confirmed
200 HP well was placed on line in August 2009
Billing History before August 2009 includes a small well and the cold storage facility

1 Robert H. Brumfield, III (State Bar No. 114467)
bob@brumfield-haganlaw.com
2 Heather A. Ijames (State Bar No. 222516)
heather@brumfield-haganlaw.com
3 BRUMFIELD & HAGAN, LLP
A Limited Liability Partnership
4 2031 F Street
Bakersfield, CA 93301
5 Telephone: (661) 215-4980
Facsimile: (661) 215-4989
6
7 Attorneys for Charles Tapia and the Nellie Tapia Family
Trust

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES - CENTRAL DISTRICT

10 ANTELOPE VALLEY
11 GROUNDWATER CASES

12 Included Actions:

13 Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co., Superior
14 Court of California, County of Los
Angeles, Case No. BC 325201

15 Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co., Superior
16 Court of California, County of Kern, Case
No. S-1500-CV-254348

17 Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. City of
18 Lancaster, Diamond Farming Co. v.
Palmdale Water District, Superior Court of
19 California, County of Riverside, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668
20

Judicial Council Coordination No. 4408

CLASS ACTION

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

**RESPONSE OF CHARLES TAPIA TO LOS
ANGELES COUNTY WATERWORKS
DISTRICT NO. 40'S REQUEST FOR
PRODUCTION OF DOCUMENTS**

21
22 PROPOUNDING PARTY: Los Angeles County Waterworks District No. 40

23 RESPONDING PARTY: Charles Tapia

24 SET NO.: ONE
25 \

26 \

27

28

1 COMES NOW, Charles Tapia ("Responding Party") and submits its responses to Los
2 Angeles County Waterworks District No. 40 ("Propounding Party") Request for Production of
3 Documents, Set One, as follows:

4 **PRELIMINARY STATEMENT**

5 This Responding Party has not fully completed investigation and discovery of all of the
6 factual bases for this litigation and/or trial preparation. Investigation and discovery in this matter
7 are continuing and, therefore, all the facts and issues involved in this litigation may not yet be
8 known, and if known, may not be fully or correctly understood. The following responses are
9 made based upon the information in the possession of this Responding Party at the time these
10 responses were prepared. These responses are provided without prejudice to further discovery,
11 and discovery will continue so long as permitted by statute or stipulation of the parties. This
12 Responding Party specifically reserves the right at the time of trial to introduce any evidence,
13 from any source, which may hereafter be discovered. This Responding Party additionally
14 reserves the right to change any response provided herein as additional facts are ascertained and
15 reviewed and legal issues are more fully understood. The responses contained herein are in no
16 manner intended to prejudice this Responding Party with respect to future discovery, research or
17 analysis. If any information has been unintentionally omitted from these responses, this
18 Responding Party reserves the right to apply for relief so as to permit the insertion of omitted data
19 from these responses.

20 All evidentiary objections contained in these responses are reserved. To the extent that
21 this Responding Party might arguably waive any otherwise assertable objection, claim, or
22 privilege, such waiver shall be limited to these responses only and shall not extend to any further
23 discovery, request, or subpoena. Responding Party responds herein on the basis of the best
24 information available based upon a logical search in the logical places in which responsive
25 documents might be found. These introductory comments shall apply to all responses provided
26 herein and shall be incorporated herein by reference as though fully set forth in each response.

27 \

28

1 **RESPONSE TO REQUEST FOR PRODUCTION 1:**

2 Responding Party states that it has complied with this Request by attaching hereto all
3 documents in Responding Party's possession, custody, or control that are responsive to this
4 Request as Exhibit "A".

5 **RESPONSE TO REQUEST FOR PRODUCTION 2:**

6 Responding Party states that it has complied with this Request by attaching hereto all
7 documents in Responding Party's possession, custody, or control that are responsive to this
8 Request as Exhibit "B".

9 **RESPONSE TO REQUEST FOR PRODUCTION 3:**

10 Responding Party states that it has complied with this Request by attaching hereto all
11 documents in Responding Party's possession, custody, or control that are responsive to this
12 Request as Exhibit "B".

13 **RESPONSE TO REQUEST FOR PRODUCTION 4:**

14 Responding Party states that it has complied with this Request by attaching hereto all
15 documents in Responding Party's possession, custody, or control that are responsive to this
16 Request as Exhibit "C".

17 **RESPONSE TO REQUEST FOR PRODUCTION 5:**

18 Responding Party states that it has complied with this Request by conducting a diligent
19 search and reasonable inquiry has been made to comply with this request, but no such documents
20 exist or have been located.

21 **RESPONSE TO REQUEST FOR PRODUCTION 6:**

22 Responding Party states that it has complied with this Request by conducting a diligent
23 search and reasonable inquiry has been made to comply with this request, but no such documents
24 exist or have been located.

25 **RESPONSE TO REQUEST FOR PRODUCTION 7:**

26 Objection. This request is unduly burdensome, overbroad, seeks private information that
27 propounding party is not entitled to, and is not calculated to obtain discoverable information.
28

1 **RESPONSE TO REQUEST FOR PRODUCTION 9:**

2 Responding Party states that it has complied with this Request by conducting a diligent
3 search and reasonable inquiry has been made to comply with this request, but no such documents
4 exist or have been located.

5 **RESPONSE TO REQUEST FOR PRODUCTION 10:**

6 Responding Party states that it has complied with this Request by attaching hereto all
7 documents in Responding Party's possession, custody, or control that are responsive to this
8 Request as Exhibit "C".

9 **RESPONSE TO REQUEST FOR PRODUCTION 11:**

10 Objection. The phrase "application of water" is vague and ambiguous, and unintelligible.
11 Without waving said objection, please see Response to Request for Production No. 10.

12 **RESPONSE TO REQUEST FOR PRODUCTION 12:**

13 Responding Party states that it has complied with this Request by conducting a diligent
14 search and reasonable inquiry has been made to comply with this request, but no such documents
15 exist or have been located.

16 **RESPONSE TO REQUEST FOR PRODUCTION 13:**

17 Responding Party states that it has complied with this Request by conducting a diligent
18 search and reasonable inquiry has been made to comply with this request, but no such documents
19 exist or have been located.

20 **RESPONSE TO REQUEST FOR PRODUCTION 14:**

21 Responding Party states that it has complied with this Request by conducting a diligent
22 search and reasonable inquiry has been made to comply with this request, but no such documents
23 exist or have been located.

24 **RESPONSE TO REQUEST FOR PRODUCTION 15:**

25 Responding Party states that after a diligent search and a reasonable inquiry, it is unable to
26 comply with the Request, because the requested documents have never been in the possession,
27 custody or control of Responding Party or have never existed.

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RESPONSE TO REQUEST FOR PRODUCTION 15:

Responding Party states that after a diligent search and a reasonable inquiry, it is unable to comply with the Request, because the requested documents have never been in the possession, custody or control of Responding Party or have never existed.

Dated: July 24, 2015

BRUMFIELD & HAGAN, LLP
A Limited Liability Partnership


By: 
Robert H. Brumfield, III
Attorney for Plaintiff Charles Tapia and the
Nellie Tapia Family Trust

EXHIBIT "A"

James Naples, Assessor-Recorder
Kern County Official Records

JASON
Page: 3
8/08/1999
8:00:00

DOCUMENT #: 0199112650



Fees 13 00
Taxes
Other
TOTAL 13 00
PAID

Recording Requested By:
Charles Tapia
Nellie Tapia

When Recorded, Return To:
Charles Tapia, Trustee
Nellie Tapia, Trustee
21093 Placerita Canyon Road
Newhall, California 91331

Mail Tax Statements To:
Charles Tapia, Trustee
Nellie Tapia, Trustee
21093 Placerita Canyon Road
Newhall, California 91331

Stat Type: 1

QUITCLAIM DEED A.P.N.: 374-020-53-00-6

The undersigned quitclaimers declare: Documentary transfer tax is NONE. No consideration given--change in formal title only. (See Note #1 below.)

FOR NO CONSIDERATION, Charles Tapia and Nellie Tapia, husband and wife, dealing with their community property, do hereby REMISE, RELEASE, and FOREVER QUITCLAIM to CHARLES TAPIA and NELLIE TAPIA, as TRUSTEE of the CHARLES AND NELLIE TAPIA FAMILY TRUST, for the benefit of Charles Tapia and Nellie Tapia and their issue, established under Trust Agreement dated January 12, 1990, by Charles Tapia and Nellie Tapia, as Settlers and Trustees, all of their right, title, and interest in and to the following described real property in an unincorporated area of the County of Kern, State of California:

PARCEL 1 OF PARCEL MAP WAIVER NO. 414 OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 26, 1983 IN BOOK 5543 PAGE 2233, OF OFFICIAL RECORDS, BEING THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE SOUTHERLY 330.00 FEET OF THE WESTERLY 330.00 FEET.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN; THENCE SOUTH 307.13 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHEASTERNLY QUARTER OF SAID SECTION 32, 2642.66 FEET MORE OR LESS TO THE

Quitclaim Deed--Charles Tapia
and Nellie Tapia, Quitclaimers


EASTERLY LINE OF SAID SECTION 32; THENCE NORTH 307.12 TO THE NORTHEASTERLY CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE WEST ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 32, 2643.02 FEET MORE OR LESS TO THE POINT OF BEGINNING.


ALSO EXCEPTING THEREFROM 1/2 OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY JAMES E. WELLS, ET UX, IN THE ASSIGNMENT OF INTEREST, RECORDED OCTOBER 14, 1954 IN BOOK 2303 PAGE 172, OFFICIAL RECORDS.

Note #1: Conveyance transferring Quitclaimers' interest into a revocable living trust. This conveyance transfers the quitclaimers' interest into their revocable living trust which conveyance is not pursuant to a sale and is exempt pursuant to Cal. Rev. & Tax Code section 11811.

Note #2: Quitclaimor Charles Tapia is the same person as Trustee Charles Tapia, and Quitclaimor Nellie Tapia is the same person as Trustee Nellie Tapia. This conveyance is to a revocable trust and, pursuant to Cal. Rev. & Tax Code section 43(d)(3), does not constitute a change in ownership and does not subject the property to reassessment.

Dated: April 23, 1999.


Charles Tapia


Nellie Tapia

QUITCLAIMORS

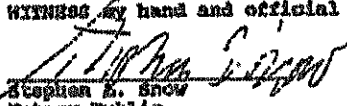
Quitclaim Deed--Charles Tapia
and Nellie Tapia, Quitclaimors

2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 23rd day of April 1999, before me, Stephen L. Snow, a Notary Public in and for said County and State, personally appeared Charles Tapia and Nellie Tapia, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.


Stephen L. Snow
Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNERS:

<input checked="" type="checkbox"/> Individual(s)	_____ Attorney-In-Fact
_____ Corporate	_____ Trustee(s)
_____ Officer(s)	_____ Subscribing Witness
_____ Partner(s)	_____ Guardian/Conservator
_____ Trustee(s)	_____ Other: _____

Signer is representing:
Name of Person(s) or Entity(ies)

Quitclaim Deed--Charles Tapia
and Nellie Tapia, Quitclaimers

651588-TMM
 Recording requested by
Chicago Title Insurance
 AND WHEN RECEIVED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:
 Name Felix Tapia et al
 Street Address 6908 De Collis Place
 City & State Van Nuys, CA 91406
 This Order No. _____ (Assign No. _____)

James Naplen, Assessor-Recorder
 Kern County Official Records
 DOCUMENT #: 0197054151
 PATTI
 Pages: 3
 4/22/1997
 8:00:00
 Fee 13 00
 Taxes
 Other
 TOTAL PAID 13 00

SPACES ABOVE THIS LINE FOR RECORD Stat. Types: I

T 350 Legal (2-94)

Grant Deed

314-010-54-016

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
 DOCUMENTARY TRANSFER TAX IS \$ 0.00
 unincorporated area City of _____
 Parcel No. _____
 computed on full value of interest or property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 I AND I FARMS, INCORPORATED, A CALIFORNIA CORPORATION AS TO AN UNDIVIDED 1/2 INTEREST;
 FELIX TAPIA AND EULALIA TAPIA, and CHARLES TAPIA AND HELLIE TAPIA, AS TO AN UNDIVIDED
 1/2 INTEREST - SEE EXHIBIT "A" FOR DEED GRANTOR VESTING.
 HAVE GRANTED(S) BY
 SEE EXHIBIT "B" FOR GRANTOR VESTING, BY THIS REFERENCE MADE A PART HEREOF.

the following described real property in the UNINCORPORATED AREA OF THE
 county of KERN, state of California:
 SEE EXHIBIT "C" ATTACHED HERETO FOR LEGAL DESCRIPTION, BY THIS REFERENCE MADE A PART
 HEREOF.

*This conveyance confirms title to the Grantors I AND I FARMS, INCORPORATED
 who continue to hold the same interest in
 deed(s) recorded prior to date, wherein
 documentary tax was paid. RET 11921

BY: Rosemary F. Acardo VP
 ROSEMARY F. ACARDO, Vice President
 BY: Rosemary F. Acardo sec.
 ROSEMARY F. ACARDO, Secretary

Dated Nov 5 - 96

STATE OF CALIFORNIA } S.S.
 COUNTY OF Kern }
 On Nov 5, 1996 before me,
Cecilia Baca Notary Public,
 a Notary Public in and for said County and State, personally appeared
Felix Tapia, Eulalia Tapia, Charles Tapia
 and Hellie Tapia
 personally known to me (or known to me on the basis of satisfactory
 evidence) to be the person(s) whose name(s) is/are subscribed to the
 within instrument and acknowledged to me that he/she/they executed
 the same in his/her/their authorized capacity(ies), and that by his/her/their
 signature(s) on the instrument the person(s), or the entity upon behalf
 of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

CECILIA BACA
 Commission Expires 01/01/98
 NOTARY PUBLIC, CALIFORNIA
 1225 MONTELEONE BLVD
 GARDEN GROVE, CA 92640

(The date for official record only)

RECORDING NO. 1996-11921-1
 DATE RECORDED 11/5/96
 PAGE 1 OF 3

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name _____ Street Address _____ City & State _____

EXHIBIT "A" - GRANTOR VESTING

I AND I FARMS, INCORPORATED, A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED 1/2 INTEREST; AND FELIX TAPIA AND EULALIA TAPIA, TRUSTEES OF THE FELIX AND EULALIA TAPIA FAMILY TRUST DATED FEBRUARY 19, 1997 AS TO AN UNDIVIDED 1/4 INTEREST; AND CHARLES TAPIA AND NELLIE TAPIA, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 1/4 INTEREST

EXHIBIT "B" - GRANTEE VESTING

FELIX TAPIA AND EULALIA TAPIA, TRUSTEES OF THE FELIX AND EULALIA TAPIA FAMILY TRUST DATED FEBRUARY 19, 1997 AS TO AN UNDIVIDED 1/2 INTEREST; AND CHARLES TAPIA AND NELLIE TAPIA, HUSBAND AND WIFE AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 1/2 INTEREST

EXHIBIT "C" - LEGAL DESCRIPTION

PARCEL 1 OF PARCEL MAP WAIVER NO. 414 OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 29, 1993 IN BOOK 5543 PAGE 2333, OF OFFICIAL RECORDS, BEING THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAN THEREOF.

EXCEPT THE SOUTHERLY 110.00 FEET OF THE WESTERLY 310.00 FEET.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN; THENCE SOUTH 107.13 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHEASTERNLY QUARTER OF SAID SECTION 32, 2642.66 FEET MORE OR LESS TO THE WESTERLY LINE OF SAID SECTION 32; THENCE NORTH 187.12 TO THE NORTHEASTERNLY CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE WEST ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 32, 2643.02 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM 1/2 OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY JAMES H. WELLS, ET UX, IN THE ASSIGNMENT OF INTEREST, RECORDED OCTOBER 14, 1994 IN BOOK 2303 PAGE 172, OFFICIAL RECORDS.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Kern

On December 3, 1996 before me, Patricia Newbury Notary Public

personally appeared Rosemary F. Teardo

personally known to me -- OR -- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patricia Newbury
Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and replacement of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed

Document Date: 11.5.96 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): Vice President/Kern
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

James W. Fitch, Assessor-Recorder
 Kern County Official Records
 Recorded at the request of
 Public

SABRINA
 2/17/2010
 2:00 PM

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO

Name CHARLES TAPIA
 Address 21083 Placerita Canyon Road
 City Newhall
 State California 91321

DOC#: 0210020770



Stat Types: 1	Pages: 4
Fee	18.00
Taxes	0.00
Others	3.00
PAID	\$21.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIDAVIT- DEATH OF TRUSTEE

STATE OF CALIFORNIA)
) ss:
 COUNTY OF LOS ANGELES)
)

CHARLES TAPIA, of legal age, being first duly sworn, deposes and says:

I, CHARLES TAPIA, the undersigned, affirm under penalty of perjury under the laws of the State of California that the following is true and correct:

- (1) By instrument dated January 12, 1990 (unrecorded), NELLIE TAPIA and I executed a DECLARATION OF TRUST.
- (2) Said DECLARATION OF TRUST appointed me to serve as sole Trustee upon the death or incapacity of NELLIE TAPIA.
- (3) The name of the trust is the CHARLES AND NELLIE TAPIA FAMILY TRUST DATED JANUARY 12, 1990
- (4) NELLIE TAPIA died on November 17, 2005, in Newhall, California, a resident of Los Angeles County, California.
- (5) NELLIE TAPIA, the decedent mentioned in the attached certified copy of Certificate of Death is the same person as NELLIE TAPIA, named as co-trustee in that certain Declaration of Trust Dated January 12, 1990, executed by myself and NELLIE TAPIA, as Trustees.
- (6) Pursuant to the terms of the DECLARATION OF TRUST, I have assumed the responsibilities of sole Trustee.

- (7) Under that Deed recorded on August 6, 1999 as instrument number 0199112650, the following described real property in the County of Kern, State of California is part of the trust estate:

See Exhibit "A" attached hereto and made a part hereof.

Commonly known as: 8301 W. Avenue A, Rosamond, California 93560

Assessor's Parcel Number: 374-020-53

- (8) I am authorized under the terms of the DECLARATION OF TRUST and the provisions of the California Probate Code to act as the sole Trustee with respect to the trust's interest in the described property.
- (9) No other person has a right to the interest of the trust in the described property.

Executed on January 13, 2010, at Stevenson Ranch, California.

VERIFICATION

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

Date: January 13, 2010

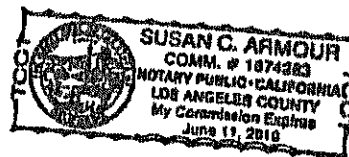
Charles Tapia
CHARLES TAPIA, trustee of the
CHARLES AND NELLIE FAMILY
TRUST dated January 12, 1990

JURAT

State of California)
)
County of Los Angeles)

Subscribed and sworn to (or affirmed) before me, Susan C. Armour, Notary Public, on this 13th day of January, 2010 personally appeared CHARLES TAPIA, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Susan C. Armour*



(Seal)

EXHIBIT 'A'

Parcel 1 of Parcel Map Waiver No. 414 of Certificate of Compliance recorded April 20, 1983 in Book 5543, Page 2233, of Official Records, Being the Southeast quarter of Section 32, Township 9 North, Range 13 West, San Bernardino Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except the Southerly 330.00 feet of the Westerly 330.00 feet.

Also except that portion described as follows:

Beginning at the center of Section 32, Township 9 North, Range 13 West, San Bernardino Meridian; thence South 307.13 feet along the Westerly line of the Southeast quarter of said Section 32; thence east along a line parallel to the North line of the Southeasterly quarter of said Section 32, 2642.66 feet more or less to the Easterly line of said Section 32; thence North 307.12 to the Northeasterly corner of the Southeast quarter of said Section 32; thence West along the Northerly line of the Southeast quarter of Section 32, 2643.02 feet more or less to the point of beginning.

Also excepting therefrom $\frac{1}{2}$ of all oil, gas, minerals and other hydrocarbon substances in and under said land as reserved by James E. Wells, ET UX, in the assignment of interest, recorded October 14, 1954 in Book 2303, Page 272, Official Records.

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES - REGISTRAR-RECORDER/COUNTY CLERK

CERTIFICATE OF DEATH

3 28519048236

1. NAME OF DECEASED - First Name NELLIE		2. MIDDLE TAPIA		3. LAST NAME TAPIA	
4. DATE OF BIRTH (Month/Day/Year) 01/30/1938		5. AGE 67		6. SEX F	
7. COUNTY OF BIRTH CA		8. MARITAL STATUS (at time of death) MARRIED		9. DATE OF MARRIAGE (Month/Day/Year) 11/17/2005	
10. RACE MEXICAN/AMERICAN		11. ETHNICITY CAUCASIAN		12. HEIGHT (inches) 49	
13. OCCUPATION NONPRACTICE					
14. ADDRESS (at time of death) 21083 PLACERITA CANYON RD					
15. CITY HEMHALL		16. COUNTY LOS ANGELES		17. ZIP CODE 91321	
18. NAME OF DECEASED (at time of death) CHARLES TAPIA-HOBBARD		19. ADDRESS (at time of death) 21083 PLACERITA CYN RD HEMHALL, CA 91321			
20. NAME OF DECEASED (at time of death) CHARLES		21. MIDDLE RALPH		22. LAST NAME TAPIA	
23. SEX UNK		24. SEX UNK		25. SEX UNK	
26. RACE UNK		27. RACE UNK		28. RACE UNK	
29. ETHNICITY UNK		30. ETHNICITY AGUILAR		31. ETHNICITY TX	
32. DATE OF DEATH (Month/Day/Year) 11/23/2005		33. PLACE OF DEATH (City, State, Zip) SAN FERNANDO MISSION CEMETERY MISSION HILLS, CA 91345			
34. TIME OF DEATH (Hour:Minute) DU		35. SIGNATURE OF DECEASED <i>June 16, 2005</i>		36. SIGNATURE OF REGISTRAR <i>Thomas A. Hubbard</i>	
37. NAME OF PLACE MISSION HILLS CATHOLIC HTY		38. PHONE NUMBER 28-1747		39. DATE OF DEATH 11/22/2005	
40. RESIDENCE (at time of death) LOS ANGELES 31083 PLACERITA CANYON ROAD HEMHALL					
41. CAUSE OF DEATH RESPIRATORY FAILURE					
42. DURATION OF ILLNESS 2 WKS					
43. PREVIOUS ILLNESS METASTATIC COLON CANCER					
44. DURATION OF PREVIOUS ILLNESS 7 YRS					
45. OTHER CAUSE OF DEATH NONE					
46. SIGNATURE OF REGISTRAR <i>Thomas A. Hubbard</i>					
47. DATE OF DEATH 08/31/2003		48. DATE OF DEATH 11/08/2005		49. SIGNATURE OF REGISTRAR 20A7743 11/23/2005	
50. NAME OF PLACE YOLANDA SUAREZ, DO 27141 BIDWAY AVE #107 CANTON COUNTRY, CA 91351					
51. SIGNATURE OF REGISTRAR 197/3602					

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk. **JAN 18 2010**

Dean C Logan
DEAN C LOGAN
Registrar-Recorder/County Clerk

000204116

This copy not valid unless prepared on engraved border displaying the Seal and Signature of the Registrar-Recorder/County Clerk.



EXHIBIT "B"

TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	December, 2007	12/21/07	PA-2	\$1,473.53	6,490	85.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	January, 2008	01/23/08	PA-2	\$115.36	180	6.4
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	February, 2008	02/22/08	PA-2	\$101.25	0	5.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	March, 2008	03/27/08	PA-2	\$108.81	80	5.0
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	April, 2008	04/22/08	PA-2	\$147.23	88	8.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	May, 2008	05/22/08	PA-2	\$184.18	720	7.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	June, 2008	06/28/08	PA-2	\$154.17	480	6.4
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	July, 2008	07/22/08	PA-2	\$188.41	880	7.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	August, 2008	08/27/08	PA-2	\$180.89	888	5.8
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	September, 2008	09/18/08	PA-2	\$188.57	880	7.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	October, 2008	10/22/08	PA-2	\$4,860.82	48,980	82.0
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	November, 2008	11/22/08	PA-2	\$1,596.66	31,440	80.8
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	December, 2008	12/22/08	PA-2	\$585.82	1,520	71.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	January, 2009	01/22/09	PA-2	\$273.09	1,440	8.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	February, 2009	02/23/09	PA-2	\$314.20	1,820	9.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	March, 2009	03/23/09	PA-2	\$265.31	1,820	8.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	April, 2009	04/22/09	PA-2	\$251.50	1,700	8.8
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	May, 2009	05/22/09	PA-2	\$1,318.67	3,680	8.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	June, 2009	06/22/09	PA-2	\$3,788.21	26,590	93.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	July, 2009	07/24/09	PA-2	\$5,264.97	50,000	92.0
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	August, 2009	08/24/09	PA-2	\$8,474.90	74,860	208.0
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	September, 2009	09/23/09	PA-2	\$8,203.03	76,820	201.8
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	October, 2009	10/23/09	PA-2	\$1,515.69	41,520	201.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	November, 2009	11/22/09	TOU-PA-8	\$2,047.30	33,138	88.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	December, 2009	12/22/09	TOU-PA-8	\$1,083.25	18,410	84.5
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	January, 2010	01/23/10	TOU-PA-8	\$72.54	2,338	10.8
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	February, 2010	02/24/10	TOU-PA-8	\$287.88	1,805	10.1
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	March, 2010	03/25/10	TOU-PA-8	\$278.10	1,858	9.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	April, 2010	04/23/10	TOU-PA-8	\$2,708.11	15,268	205.0
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	May, 2010	05/24/10	TOU-PA-8	\$2,483.70	11,035	202.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	June, 2010	06/23/10	TOU-PA-8	\$3,320.59	22,297	204.5
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	July, 2010	07/23/10	TOU-PA-8	\$7,818.41	48,584	205.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	August, 2010	08/23/10	TOU-PA-8	\$8,081.88	73,582	204.5
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	September, 2010	09/22/10	TOU-PA-8	\$8,132.44	90,257	203.0
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	October, 2010	10/22/10	TOU-PA-8	\$3,102.50	8,601	201.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	November, 2010	11/22/10	TOU-PA-8	\$237.57	858	7.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	December, 2010	12/22/10	TOU-PA-8	\$298.77	1,817	8.6
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	January, 2011	01/24/11	TOU-PA-8	\$274.34	1,569	7.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	February, 2011	02/23/11	TOU-PA-8	\$732.11	842	7.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	March, 2011	03/24/11	TOU-PA-8	\$312.42	838	7.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	April, 2011	04/22/11	TOU-PA-8	\$228.58	777	7.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	May, 2011	05/23/11	TOU-PA-8	\$2,977.41	18,252	201.0
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	June, 2011	06/22/11	TOU-PA-8	\$3,127.01	28,724	202.1
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	July, 2011	07/22/11	TOU-PA-8	\$4,371.18	44,448	204.5
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	August, 2011	08/23/11	TOU-PA-8	\$4,301.34	44,301	202.1
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	September, 2011	09/23/11	TOU-PA-8	\$8,381.34	44,802	204.1
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	October, 2011	10/24/11	TOU-PA-8	\$8,093.58	85,400	202.7
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	November, 2011	11/22/11	TOU-PA-8	\$2,860.98	28,598	81.1
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	December, 2011	12/22/11	TOU-PA-8	\$1,584.87	12,701	80.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	January, 2012	01/24/12	TOU-PA-8	\$271.38	795	1.2
TAPPA BROS INC	113928	607896	V248N-014077	8425 W AVENUE A	ROSAARDND	83560	February, 2012	02/23/12	TOU-PA-8	\$3,394.28	27,138	205.8

2011 300,609

Tyco Inc. Inc.
SCE Billing History - SA 0000-8076-00
Well Ref # 2314

13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	March, 2012	032312	TOLPA-8	8218.42	714	72
13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	April, 2012	042312	TOLPA-8	8218.40	723	87
13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	May, 2012	052312	TOLPA-8	82,488.13	12,433	2018
13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	June, 2012	062312	TOLPA-8	82,078.32	33,480	2018
13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	July, 2012	072312	TOLPA-8	82,148.73	42,851	2018
13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	August, 2012	082312	TOLPA-8	82,981.94	62,782	2018
13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	September, 2012	092312	TOLPA-8	82,982.01	48,726	2018
13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	October, 2012	102312	TOLPA-8	82,982.01	28,811	1990
13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	November, 2012	112312	TOLPA-8	82,982.01	28,811	918
13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	December, 2012	122312	TOLPA-8	82,982.01	7,212	890
13303	81788	VS08-014877	825 W AVENUE A	ROSAWONG	0358	January, 2013	012313	TOLPA-8	82,982.01	718	80

2012
320,521

AF Produced in based on 2012 Pump Test plot #2 of 2011 MWH AF; Only kWh used was where 200 hp well operation can be confirmed
200 hp well was placed on line in August 2009
Billing History before August 2009 includes a 200 hp well and the cold storage facility



Confidential/Proprietary Information

February 20, 2013

CHARLES TAPIA
21083 PLACERITA CYN
NEWHALL, CA 91321

HYDRAULIC TEST RESULTS, Plant: WELL

Location: 8425 W AVENUE A HP: 200.0
Cust #: 0-013-3928 Serv. Accl. #: 000-9676-98
Meter: V349N-14077 Pump Ref. #: 25314

In accordance with your request, an energy efficiency test was performed on your turbine well pump on February 12, 2013. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)854-7312.

Results	Equipment		
	Pump: Motor:	SIMFLO US	No: 111206 No: 0173393330002R000
	Test 1	Test 2	Test 3
Discharge Pressure, PSI	5.4	45.5	76.0
Standing Water Level, Feet	211.8	211.8	211.8
Drawdown, Feet	27.8	24.8	22.4
Discharge Head, Feet	12.5	105.1	175.6
Pumping Water Level, Feet	238.4	236.6	234.2
Total Head, Feet	251.9	341.7	409.8
Capacity, GPM	2,127	1,858	1,671
GPM per Foot Drawdown	77.1	74.9	74.6
Acre Feet Pumped in 24 Hours	9.401	8.212	7.386
kW Input to Motor	205.3	198.7	193.6
HP Input to Motor	275.3	269.5	269.6
Motor Load (%)	131.9	127.6	124.4
Measured Speed of Pump, RPM	1,782		
kWh per Acre Foot	524	581	629
Overall Plant Efficiency (%)	49.1	60.2	66.6

The above test results indicate various operating conditions of this pump. Test #1 was performed with the pump free boarding. Test #2 represents the normal operating point.

RUSS JOHNSON
Manager
Hydraulic Services

10180 Telegraph Road
Venera, CA 93004

EXHIBIT "C"



Kern County Street Address Application

Pursuant to Section 12.36.100 of the Kern County Ordinance Code, house numbers shall be assigned by the Kern County Planning Department upon written request of a County official or the person owning, controlling, occupying or using any house, mobilehome, store or other habitable building situated on any officially named public way, easement or place.

**We cannot assign house numbers to wells, vacant lots, or proposed lots.
House numbers will be assigned only to existing structures or to structures of the type noted above for which a building permit has been issued.**

Applicant: Tapla Bros. Inc. Primary Address Additional Address
Mailing Address: 8425 Avenue A Correction Verification Temporary
City: Rosamond Phone: 661-943-4558
State: CA Zip Code: 93560 Fax: 661-943-2127

1. Street Name: Avenue A 2. Side of Street: North
3. Nearest Cross Street: 85th Street West 4. Closest City: Rosamond
5. Assessor Parcel/Tax ID No. ("Kern County ATN" on current tax bill): 374-020-53
6. Legal Description of Property (Parcel/Parcel Map; Lot/Tract; Section-Township/Range): Portion section 32-9/13
Parcel 1 PMW 414

7. Building Permit No. (Required): Well needs address so Edison will give them power
8. Current Street Address on Parcel, if Any: 8425 Avenue A

9. Plot Plan: Provide a sketch on the back of this application showing the structure for which this application is being submitted, together with the location of the driveway(s), other structures which have existing addresses and the approximate distances (in feet) from the structure to all property lines and roads. If your property abuts more than one road, please indicate which direction the "front" of the structure will be facing. Please see the example on the back of this form.

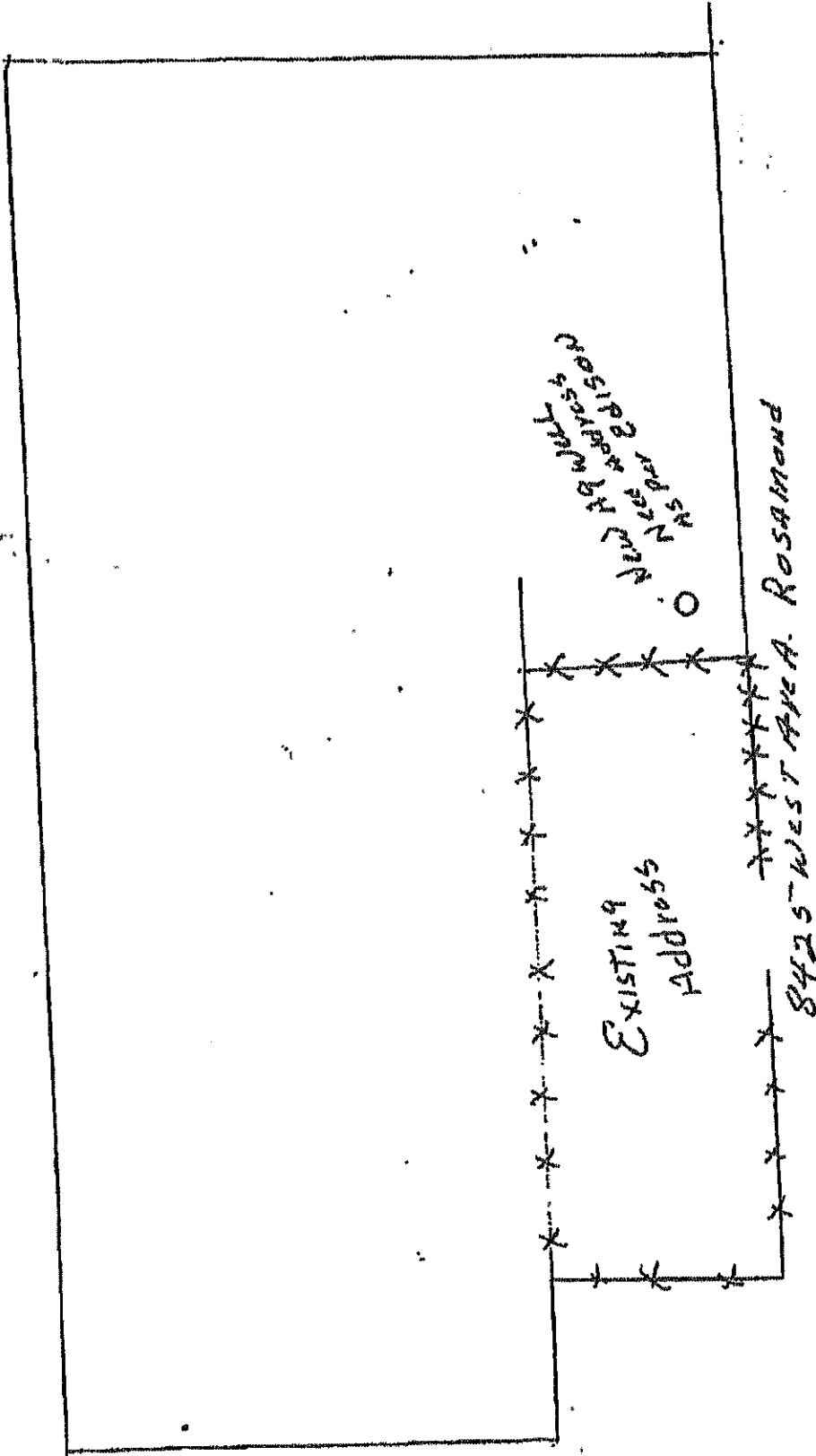
RETURN COMPLETED APPLICATION WITH A \$25.00 CHECK OR MONEY ORDER PER EACH ADDRESS REQUESTED TO: KERN COUNTY PLANNING DEPARTMENT - TECHNICAL SUPPORT UNIT
2700 "M" STREET, SUITE 100 * BAKERSFIELD, CA 93301-2323
PHONE: (661) 862-8600 * FAX: (661) 862-8622 or (661) 862-8601

DO NOT WRITE BELOW THIS SECTION

YOUR APPROVED STREET ADDRESS IS SHOWN IN THE BOX BELOW

STREET: AVENUE A NUMBER: 8301
* Your new numbers shall be at least 3 inches in height and placed on the structure, facing the street. If the numbers are not visible from the street, an additional set shall be placed at the entrance/access to your property on a signpost, fence, mailbox, etc. so as to be clearly seen from the street (Section 12.36.070 of the Kern County Ordinance Code).
* You must contact and notify the Phone Company, Postal Service, and Utility Companies of this site address.
* Contact the Post Office for your mailing city and zip code.
* Verify the billing address with the Kern County Assessor Office.
ZM: 231-32 SYSTEM: EAST KERN
BLDG PERMIT #: Elec. for Ag Well COORDINATE LINE: 8300
PERMIT TECH: N/A DISTANCE FROM COORDINATE: 20'
FEE PAID: \$25.00 CK #: Credit Card RCPT #: 151793
DATE: April 8, 2009 ASSIGNED BY: Wally Stewart

CHECK HERE IF COPY IS SENT TO APPLICANT



BAKER'S CONSTRUCTION
P.O. BOX 3427
QUARTZ HILL, CA., 93586
661-943-4558
661-943-2127 FAX

Invoice 1989

5/28/2009

Customer
Tapia Bros.

DATE	JOB DESCRIPTION	AMOUNT
3/31/2009	Permits for Electrical, Flood, New Address. Permit: \$205.75	
5/12/2009	Started the work on the new well. Installed the emp service for the well from the old service. The pump panel was delivered on 5/11/09	
5/13/2009	Started the conduit for the well and tied in the service. Installed ground rods for the existing service. Pulled wire on 5/14/09 and completed the connections to the pump and panel on 5/14/09. Inspector was out and OKed the piping and the panel for Edison to connect to. All of the conduit was in for inspection.	
5/15/2009	Red came out and we started the pump. We ran it for 3 hrs. and it ran high amps. Red is to check with the pump company on the sizing of the bowls and pump for the amount of water being delivered.	

Materials to date: \$ [REDACTED]
Labor to date: \$ [REDACTED]

TOTAL [REDACTED]

DRC Pump Systems, Inc

44434 90th Street East
Lancaster, CA 93535-2413

Phon... 661-946-9444

Invoice	
Date	Invoice #
3/31/2009	1883

Bill To
Tapia Brothers 6908 DeCelis Place Van Nuys, CA 91406

PAID
04/27/2009

P.O. No.	Terms
	Due on receipt

Description	Amount
<p>New Well @ 85th St. West and Ave A</p> <p>Labor to install 440' of 10" column and complete pump</p> <p>1 - SS12C-9 stage Simflo bowl assembly 440' of 10" x 2-1/2" x 1-11/16" column tube and shaft 1 - 10" Simflow discharge head assembly 1 - 200 HP US motor premium efficient motor 1 - 200 HP part-wind panel 5 - 2-1/2" x 10" rubber spiders</p> <p>TERMS: DRC will require a down payment of \$45,000.00 before parts will be ordered or work begun. Remainder is due upon completion. All parts and materials remain property of DRC Pump Systems, Inc. until invoice is paid in full. A down payment constitutes an agreement between parties.</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

It's always a pleasure working with you. Thank you for choosing DRC Pumps	Subtotal	[REDACTED]
	Sales Tax (8.25%)	[REDACTED]
	Total	[REDACTED]
	Balance Due	[REDACTED]

Rottman Drilling Co.

46471 N. Division St.
 Lancaster, CA 93535-5908
 (881) 942-6125 office
 (881) 949-1510 fax

Invoice

Date	Invoice #
12/12/2008	14916

Bill To
Charles and Felix Tapia Trust Attn: Charles Tapia 6908 De Celis Place Van Nuys, CA 91406

Terms	Due Date
30 days	1/11/2009

Description	Amount
RE: Project Site 8425 West Avenue A, Rosamond, CA	
Test Hole Drilling per Contract Item #2 780-foot at \$[REDACTED] per foot	[REDACTED]
Completion Charges per Contract Item #2 780-foot at \$[REDACTED] per foot	[REDACTED]
Additional Test Hole Drilling per Contract Item #8 28-foot at \$[REDACTED] per foot (Total Test Hole Depth - 808-foot)	[REDACTED]
Additional Completion per Contract Item #8 40-foot at \$[REDACTED] per foot (Total Depth Completed - 800-foot)	[REDACTED]
Water Hauling per Contract Item #18 12/06/2008: 2:00 to 3:15 for a total of 1.25-hours at \$[REDACTED]0 per hour (1-haul from RDC Yard) 12/08/2008: 9:15 to 12:30 for a total of 3.25-hours at \$[REDACTED]0 per hour (2-hauls from RDC Yard) 12/09/2008: 3:30 to 5:00 for a total of 1.5-hours at \$[REDACTED] per hour (1-haul from RDC Yard) 12/10/2008: 11:00 to 1:00 for a total of 2.0-hours at \$[REDACTED] per hour (2-hauls from RDC Yard) 12/10/2008: 5:00 to 7:15 for a total of 2.25-hours at \$[REDACTED] per hour (2-hauls from RDC Yard) 12/11/2008: 11:00 to 3:00 for a total of 4.0-hours at \$[REDACTED]0 per hour (8-hauls from Gaskell) 12/11/2008: 4:00 to 6:30 for a total of 2.5-hours at \$[REDACTED]00 per hour (5-hauls from Gaskell) Mobilization - Two (2) Water Trucks at \$[REDACTED]0 per each	[REDACTED]
NOTE: Test Pump Installation, Rental and Development to be invoiced separately upon completion	
Thank you for your business.	Total [REDACTED]

Rottman Drilling Co.



46471 N. Division St.
 Lancaster, CA 93535-6908
 (861) 942-6125 office
 (861) 948-1510 fax

Invoice

Date	Invoice #
1/12/2009	14921

Bill To
Charles and Felix Tapia Trust Attn: Charles Tapia 8908 De Celis Place Van Nuys, CA 91406

Terms	Due Date
30 days	2/11/2009

Description	Amount
RE: Project Sita West Avenue A Well Development per Contract Item #14b,c Installation, Rental and Removal Development - 13-hours at \$20000 per hour (ss)	
Thank you for your business.	Total 

Rottman Drilling Co.

46471 N. Division St.
Lancaster, CA 93535-5906
(661) 942-8125 office
(661) 949-1510 fax

Invoice

Date	Invoice #
2/17/2009	14948

Bill To
Charles and Felix Tapia Trust Attn: Charles Tapia 6908 De Cella Place Van Nuys, CA 91406

Terms	Due Date
30 days	3/19/2009

Description	Amount
RE: Project Site West Avenue A Water Analysis Results will be available upon completion of payment (as)	[REDACTED]
Thank you for your business.	Total [REDACTED]

*The free Adobe Reader may be used to view and complete this form. However, software must be purchased to complete, save, and reuse a saved form.

File Original with DWR

State of California
Well Completion Report

Page 1 of 2

Refer to Instructional Pamphlet
No. C0084848

Owner's Well Number

Work Began 12/04/2008

Date Work Ended 1/8/2009

Local Permit Agency Kern County Environmental Health Department

Permit Number WP 11413

Permit Date 11/11/08

DWR Use Only - Do Not Fill In

State Well Number/Slot Number

Latitude Longitude

APN/TRS/Other

Depth (Feet)	Stratigraphy
0	10 Fine to coarse sand
10	20 Fine to coarse sand with clay lenses
20	32 Fine to coarse sand with some gravel
32	42 Fine to coarse sand with some gravel and 3% clay
42	103 Fine to coarse sand
103	113 Fine sand with some clay
113	123 Fine to medium sand with some clay
123	133 Fine sand with some clay
133	153 Fine to coarse sand with some clay
153	163 Fine sand
163	197 Fine to coarse sand with some clay
197	217 Fine to coarse sand
217	311 Fine to coarse sand with some clay
311	321 Fine sand with some clay
321	341 Fine to coarse sand with some clay
341	381 Fine sand with some clay
381	421 Fine to coarse sand with some clay
421	441 Fine to coarse sand
441	452 90% clay, 10% fine to medium sand
	482 85% clay, 15% fine sand
482	476 50% fine to coarse sand, 50% clay
476	488 60% fine to coarse sand, 40% clay
488	498 Fine to coarse sand with traces of clay
498	508 70% fine to coarse sand, 30% clay
508	528 95% clay, 5% fine sand
528	580 85% hard brown-white clay, 5% fine sand
580	572 80% clay, 40% fine to coarse sand
572	582 50% fine to coarse sand, 50% clay
Total Depth of Spring 808 Feet	
Total Depth of Completed Well 800 Feet	

Well Owner

Name Charles and Felix Tapia Trust

Mailing Address 8808 De Colla Place

City Van Nuys State CA Zip 91408

Well Location

Address 8425 West Avenue A

City Rossmore County Kern

Latitude 34 48 13.878 N Longitude 118 18 41.578 W

Datum WGS84 Decimal Lat. 34.82055 Decimal Long. 118.27820

APN Book 374 Page 020 Parcel 53

Township 9N Range 13W Section 32

Location Sketch

(Sketch must be drawn by hand after form is printed)

Activity

New Well

Modification/Repair

Deepen

Other

Destroy

Planned Uses

Water Supply

Domestic Public

Irrigation Industrial

Cathodic Protection

Dewatering

Heat Exchange

Injection

Monitoring

Remediation

Sparging

Test Well

Vapor Extraction

Other

Water Level and Yield of Completed Well

Depth to first water 225 (Feet below surface)

Depth to Static Water Level 225 (Feet) Date Measured 01/08/2009

Estimated Yield * 2,500 (GPM) Test Type Constant Rate

Test Length 4.0 (Hours) Total Drawdown 41 (Feet)

*May not be representative of a well's long term yield.

Depth from Surface (Feet)	Depth from Surface (Feet)	Casing Diameter (Inches)	Type	Material	Wall Thickness (Inches)	Outside Diameter (Inches)	Screen Type	Slot Size (Inches)	Annular Material			
									Depth from Surface (Feet)	Depth from Surface (Feet)	Description	
0	400	26	Solid	A53B	.312	18			0	50	Cement	10-sack
400	540	26	Perforated	A53B	.312	18	Welded Slots	0.080	50	800	Gravel	1/4 x 10
540	580	26	Solid	A53B	.312	18						
580	800	26	Perforated	A53B	.312	18	Welded Slots	0.080				

Attachments

Geologic Log

Well Construction Diagram

Geophysical Log(s)

Self/Water Chemical Analysis

Other

Certification Statement

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

Name Rotman Drilling Co

Person, Firm or Corporation Rotman Drilling Co

Address 48471 N. Division Street City Lancaster State CA Zip 93535

Signed [Signature] Date Signed 1/8/09

C-57 Licensed Water Well Contractor C-57 License Number

File Original with DWR

State of California Well Completion Report

Refer to Instruction Pamphlet
No. 60084847

DWR Use Only - Do Not Fill In

State Well Number/SHA Number

Latitude Longitude

APN/TRS/Other

Page 2 of 2

Owner's Well Number _____
 Work Began 12/04/2008 Data Work Ended 1/9/2009

Local Permit Agency Kern County Environmental Health Department

Permit Number WP 11413 Permit Date 11/11/08

Geological Log				
Orientation	Vertical	Horizontal	Angle	Specify
Drilling Method	Direct Rotary	Drilling Fluid	Bentonite mud	
582	592	Fine to coarse sand		
592	605	80% fine to coarse sand, 20% clay		
605	615	Fine to coarse sand		
615	625	75% clay, 25% fine to medium sand		
625	635	Fine to coarse sand		
635	645	50% fine to coarse sand, 50% clay		
645	667	95% clay, 5% fine sand		
667	784	Fine to coarse sand		
784	808	Fine to medium sand and decomposed granite		
Total Depth of Boring <u>808</u> Feet				
Total Depth of Completed Well <u>800</u> Feet				

Well Owner

Name Charles and Falk Topp Trust

Mailing Address 8909 De Cols Place

City Van Nuys State CA Zip 91406

Well Location

Address 8425 West Avenue A

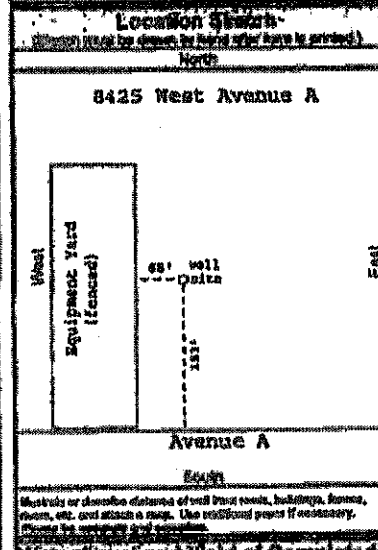
City Rosemead County Kern

Latitude 34 48 13.978 N Longitude 118 18 41.3184 W

Datum WGS84 Decimal Lat. 34.82055 Decimal Long. 118.2782

APN Book 374 Page 020 Parcel 53

Township PN Range 13W Section 32



Activity

New Well

Modification/Repair

Deepen

Other

Destroy

Planned Uses

Water Supply

Domestic Public

Irrigation Industrial

Cathodic Protection

Dewatering

Heat Exchange

Injection

Monitoring

Remediation

Sparging

Test Well

Vapor Extraction

Other

Water Level and Yield of Completed Well

Depth to first water 225 (Feet below surface)

Depth to Static Water Level 225 (Feet) Date Measured 01/08/2009

Estimated Yield * 2,500 (GPM) Test Type Constant Rate

Test Length 3.0 (Hours) Total Drawdown 41 (Feet)

*May not be representative of a well's long term yield.

Casing							Annular Material				
Depth from Surface Feet to Feet	Casinghole Diameter (Inches)	Type	Material	Well Thickness (Inches)	Outside Diameter (Inches)	Screen Type	Slot Size If Any (Inches)	Depth from Surface Feet to Feet	PSI	Description	
0	400	28	Solid	A53B	.312	18		0	50	Cement	10-sack
400	540	28	Perforated	A53B	.312	18	Milled Slot	0.080	50	Gravel	1/4 x 10
540	580	28	Solid	A53B	.312	18					
580	800	28	Perforated	A53B	.312	18	Milled Slot	0.080			

Attachments

Geologic Log

Well Construction Diagram

Geophysical Log(s)

Soil/Water Chemical Analyses

Other _____

Certification Statement

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief

Name Rotarian Drilling Co

Person, Firm or Corporation Person

Address 48471 N. Division Street City Lancaster State CA Zip 91535

Signed _____ Date Signed 3/18/2009

C-57 Licensed Water Well Contractor C-57 License Number _____

EXHIBIT “D”

**Tapia Irrigation - Untreated
2000-2004**

2000

Inv. Date	Invoice #	AP	Meter
3/31/2000	1440	48.75	7.5R
4/30/2000	1568	102.75	7.5R
5/31/2000	1685	32.7	7.5R
	1686	29.14	13.8R
	1687	21.74	14.9R
6/30/2000	1806	124.48	7.5R
	1807	24.15	13.8R
	1808	19.97	14.9R
7/31/2000	1926	214.41	7.5R
	1927	57.56	13.8R
	1928	40.38	14.9R
8/31/2000	2049	73.37	7.5R
	2050	50.72	13.8R
	2051	35.34	14.9R
9/30/2000	2168	27.95	13.8R
	2281	0.5	14.9R
		<u>903.91</u>	

2001

Inv. Date	Invoice #	AP	Meter
3/30/2001	2841	16.69	7.5R
4/30/2001	2963	63.71	7.5R
	2970	2.03	13.8R
	2974	29.28	11.6R
5/31/2001	3098	77.53	7.5R
	3099	5.62	13.8R
	3100	20.73	14.91R
	3112	54.17	11.6R
6/29/2001	3196	74.5	7.5R
	3197	19.77	13.8R
	3198	24.49	14.9R
7/31/2001	3346	215.32	7.5R
	3347	45.83	13.8R
	3354	52.19	14.9R
8/31/2001	3403	38.00	13.8R
	3406	50.95	14.9R
	3489	147.59	7.5R
9/30/2001	3600	12.52	13.8R
	3602	53.1	14.9R
	3605	20.00	7.5R
10/31/2001	3727	0.69	13.8R
11/30/2001	3856	30.27	7.0L
		<u>1054.98</u>	

2003

Inv. Date	Invoice #	AP	Meter
1/31/2003	5428	21.95	6.6R
2/28/2003	5545	2.15	6.6R
3/31/2003	5640	26.55	6.6R
4/30/2003	5747	28.7	6.6R
5/30/2003	5857	24.09	6.6R
	5866	3.07	13.8R
	5867	11.5	14.9R
6/30/2003	5972	92.24	6.6R
	5982	22.34	13.8R
	5983	33.19	14.9R
7/31/2003	6108	80.32	6.6R
	6118	33.75	13.8R
	6119	39.99	14.9R
8/31/2003	6225	37.11	6.6R
	6235	36.34	13.8R
	6236	57.58	14.9R
9/30/2003	6350	10.87	13.8R
10/31/2003	6467	0.50	13.8R
		<u>562.24</u>	

AVEK Water Agency - 2014
Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015
Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14.9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
6/30/99	420300	381	Irrigation pipeline -untreated		12,400.74	187.89
	420300		On time payment credit	348.63		116.21
	152000		Tapia Brothers Inc 11.6R2	12,052.11		
6/30/99	420300	382	Irrigation pipeline -untreated		1,439.46	21.81
	420300		On time payment credit	17.10		5.70
	152000		Tapia Brothers Inc 13.8R	1,422.36		
6/30/99	420300	383	On time payment credit		23.31	7.77
	152000		Tapia Brothers Inc 14.9R1 SO	23.31		
6/30/99	420300	380	Irrigation pipeline -untreated		7,896.90	119.65
	420300		On time payment credit	120.90		40.30
	152000		Tapia Brothers Inc 7.5R	7,776.00		
7/30/99	420300	523	Irrigation pipeline -untreated		7,344.48	111.28
	420300		On time payment credit	358.95		119.65
	152000		Tapia Brothers Inc 7.5R	6,985.53		
7/30/99	420300	524	Irrigation pipeline -untreated		8,378.70	126.95
	420300		On time payment credit	563.67		187.89
	152000		Tapia Brothers Inc 11.6R2	7,815.03		
7/30/99	420300	525	Irrigation pipeline -untreated		1,811.04	27.44
	420300		On time payment credit	65.43		21.81
	152000		Tapia Brothers Inc 13.8R	1,745.61		
7/30/99	420300	526	Irrigation pipeline -untreated		3,571.92	54.12
	152000		Tapia Brothers Inc 14.9R1 SO	3,571.92		
8/31/99	420300	641	Irrigation pipeline -untreated		8,192.58	124.13
	420300		On time payment credit	333.84		111.28
	152000		Tapia Brothers Inc 7.5R	7,858.74		
8/31/99	420300	642	Irrigation pipeline -untreated		1,734.48	26.28
	420300		On time payment credit	380.85		126.95
	152000		Tapia Brothers Inc 11.6R2	1,353.63		
8/31/99	420300	643	Irrigation pipeline -untreated		2,685.54	40.69
	420300		On time payment credit	82.32		27.44
	152000		Tapia Brothers Inc 13.8R	2,603.22		
8/31/99	420300	644	Irrigation pipeline -untreated		4,134.24	62.64
	420300		On time payment credit	162.36		54.12
	152000		Tapia Brothers Inc 14.9R1 SO	3,971.88		
9/30/99	420300	736	Irrigation pipeline -untreated		127.38	1.93
	152000		Tapia Brothers Inc 11.6R2	127.38		
9/30/99	420300	737	Irrigation pipeline -untreated		946.44	14.34
	152000		Tapia Brothers Inc 13.8R	946.44		
9/30/99	420300	738	Irrigation pipeline -untreated		1,917.96	29.06

AVEK Water Agency - 2014
Sales Journal

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Date	Account ID	Invoice/CM #	Line Description	Debit Amt	Credit Amt	Qty
10/31/99	420300	881	Tapia Brothers Inc 14,9R1 SO	1,917.96		
	420300		Irrigation pipeline -untreated		33.00	0.50
	152000		On time payment credit	5.79		1.93
			Tapia Brothers Inc 11,6R2	27.21		
10/31/99	420300	882	Irrigation pipeline -untreated		49.50	0.75
	420300		On time payment credit	43.02		14.34
	152000		Tapia Brothers Inc 13,8R	6.48		
10/31/99	420300	883	On time payment credit		87.18	29.06
	152000		Tapia Brothers Inc 14,9R1 SO	87.18		
11/30/99	420300	989	Irrigation pipeline -untreated		33.00	0.50
	420300		On time payment credit	1.50		0.50
	152000		Tapia Brothers Inc 11,6R2	31.50		
11/30/99	420300	990	On time payment credit		2.25	0.75
	152000		Tapia Brothers Inc 13,8R	2.25		
12/31/99	420300	1101	Irrigation pipeline -untreated		33.00	0.50
	420300		On time payment credit	1.50		0.50
	152000		Tapia Brothers Inc 11,6R2	31.50		
3/31/00	420300	1440	Irrigation pipeline -untreated		3,216.84	48.74
	152000		Tapia Brothers Inc 7,5R	3,216.84		
4/30/00	420300	1568	Irrigation pipeline -untreated		6,781.50	102.75
	420300		On time payment credit	146.22		48.74
	152000		Tapia Brothers Inc 7,5R	6,635.28		
5/31/00	420300	1685	Irrigation pipeline -untreated		2,158.20	32.70
	152000		Tapia Brothers Inc 7,5R	2,158.20		
5/31/00	420300	1686	Irrigation pipeline -untreated		1,923.24	29.14
	152000		Tapia Brothers Inc 13,8R	1,923.24		
5/31/00	420300	1687	Irrigation pipeline -untreated		1,434.84	21.74
	152000		Tapia Brothers Inc 14,9R1 SO	1,434.84		
6/30/00	420300	1806	Irrigation pipeline -untreated		8,215.68	124.48
	420300		On time payment credit	98.10		32.70
	152000		Tapia Brothers Inc 7,5R	8,117.58		
6/30/00	420300	1807	Irrigation pipeline -untreated		1,593.98	24.15
	420300		On time payment credit	87.42		29.14
	152000		Tapia Brothers Inc 13,8R	1,506.48		
6/30/00	420300	1808	Irrigation pipeline -untreated		1,318.02	19.97
	420300		On time payment credit	65.22		21.74
	152000		Tapia Brothers Inc 14,9R1 SO	1,252.80		
7/31/00	420300	1925	Irrigation pipeline -untreated		14,151.06	214.41

AVEK Water Agency - 2014
Sales Journal

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Date	Account ID	Invoice/CM #	Line Description	Debit Amt	Credit Amt	Qty
	152000		Tapia Brothers Inc 7.5R	14,151.06		
7/31/00	420300 152000	1927	Irrigation pipeline -untreated Tapia Brothers Inc 13.8R	3,798.96	3,798.96	57.56
7/31/00	420300 152000	1928	Irrigation pipeline -untreated Tapia Brothers Inc 14.9R1 SO	2,665.08	2,665.08	40.38
8/31/00	420300 152000	2049	Irrigation pipeline -untreated Tapia Brothers Inc 7.5R	4,842.42	4,842.42	73.37
8/31/00	420300 152000	2050	Irrigation pipeline -untreated Tapia Brothers Inc 13.8R	3,347.52	3,347.52	50.72
8/31/00	420300 152000	2051	Irrigation pipeline -untreated Tapia Brothers Inc 14.9R1 SO	2,332.44	2,332.44	35.34
9/30/00	420300 152000	2167	On time payment credit Tapia Brothers Inc 6.0R	220.11	220.11	73.37
9/30/00	420300 152000	2168	Irrigation pipeline -untreated On time payment credit Tapia Brothers Inc 13.8R	152.16 1,692.54	1,844.70	27.95 50.72
9/30/00	420300 152000	2169	On time payment credit Tapia Brothers Inc 14.9R1 SO	106.02	106.02	35.34
10/31/00	420300 152000	2281	Irrigation pipeline -untreated Tapia Brothers Inc 14.9R1 SO	33.00	33.00	0.50
3/30/01	420300 152000	2841	Irrigation pipeline -untreated Tapia Brothers Inc 7.5R	1,101.54	1,101.54	16.69
4/30/01	420300 420300 152000	2963	Irrigation pipeline -untreated On time payment credit Tapia Brothers Inc 7.5R	50.07 4,154.79	4,204.86	63.71 16.69
4/30/01	420300 152000	2970	Irrigation pipeline -untreated Tapia Brothers Inc 13.8R	133.98	133.98	2.03
4/30/01	420300 152000	2974	Irrigation pipeline -untreated Tapia Brothers Inc 11.6R3	1,932.48	1,932.48	29.28
5/24/01	410400 128560 152250	2990	Dry Year Water Purchase 2801 Deposit - Dry Year 2001 Water Tapia Brothers Inc 9.00LD	7,500.00 8,650.40	16,150.40	160.00
5/31/01	420300	3098	Irrigation pipeline -untreated May On time payment credit Tapia Brothers Inc 7.5R	191.13 4,925.85	5,116.98	77.53 63.71
5/31/01	420300	3099	Irrigation pipeline -untreated		370.92	5.62

AVEK Water Agency - 2014
Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015
Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO). Report order is by Invoice/Cm Date. Report is printed in Detail Format.

Date	Account ID	Invoice/Cm #	Line Description	Debit Amnt	Credit Amnt	Qty
	420300		May On time payment credit	6.09		2.03
	152000		Tapia Brothers Inc 13.8R	364.83		
5/31/01	420300	3100	Irrigation pipeline -untreated		1,368.18	20.73
	152000		May Tapia Brothers Inc 14.9R1 SO	1,368.18		
5/31/01	420300	3112	Irrigation pipeline -untreated		3,575.22	54.17
	152000		May Tapia Brothers Inc 11.6R3	3,575.22		
6/29/01	420300	3106	Irrigation pipeline -untreated		4,917.00	74.50
	420300		June On time payment credit	232.59		77.53
	152000		Tapia Brothers Inc 7.5R	4,684.41		
6/29/01	420300	3197	Irrigation pipeline -untreated		1,304.82	19.77
	420300		June On time payment credit	16.86		5.62
	152000		Tapia Brothers Inc 13.8R	1,287.96		
6/29/01	420300	3198	Irrigation pipeline -untreated		1,616.34	24.49
	420300		June On time payment credit	62.19		20.73
	152000		Tapia Brothers Inc 14.9R1 SO	1,554.15		
7/31/01	420300	3346	Irrigation pipeline -untreated		14,211.12	215.32
	420300		July On time payment credit	233.50		74.50
	152000		Tapia Brothers Inc 7.5R	13,987.62		
7/31/01	420300	3347	Irrigation pipeline -untreated		3,024.78	45.83
	420300		July On time payment credit	59.31		19.77
	152000		Tapia Brothers Inc 13.8R	2,965.47		
7/31/01	420300	3354	Irrigation pipeline -untreated		3,444.54	52.19
	420200		July On time payment credit	73.47		24.49
	152000		Tapia Brothers Inc 14.9R1 SO	3,371.07		
8/31/01	420300	3403	Irrigation pipeline -untreated		2,508.00	38.00
	420300		Aug On time payment credit	137.49		45.83
	152000		Tapia Brothers Inc 13.8R	2,370.51		
8/31/01	420300	3406	Irrigation pipeline -untreated		3,352.70	50.95
	420200		Aug On time payment credit	156.57		52.19
	152000		Tapia Brothers Inc 14.9R1 SO	3,206.13		
8/31/01	420300	3489	Irrigation pipeline -untreated		9,740.94	147.59

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Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
	420300		Aug	645.96		215.32
	152000		On time payment credit	9,094.98		
			Tapia Brothers Inc 7.5R			
9/30/01	420300	3600	Irrigation pipeline -untreated		826.32	12.52
			Sept			
	420300		On time payment credit	114.00		38.00
	152000		Tapia Brothers Inc 13.8R	712.32		
9/30/01	420300	3602	Irrigation pipeline -untreated		3,504.60	53.10
			Sept			
	420200		On time payment credit	152.85		50.95
	152000		Tapia Brothers Inc 14.9R1 SO	3,351.75		
9/30/01	420300	3605	Irrigation pipeline -untreated		1,320.00	20.00
			Sept			
	420300		On time payment credit	442.77		147.59
	152000		Tapia Brothers Inc 7.5R	877.23		
10/31/01	420300	3727	Irrigation pipeline -untreated		45.54	0.69
			Oct			
	420300		On time payment credit	37.56		12.52
	152000		Tapia Brothers Inc 13.8R	7.98		
10/31/01	420200	3735	On time payment credit	159.30		53.10
	152000		Tapia Brothers Inc 14.9R1 SO		159.30	
11/30/01	420300	3856	Irrigation pipeline -untreated		1,997.82	30.27
			Nov 2001			
	152000		Tapia Brothers Inc 7.0L	1,997.82		
12/31/01	420300	3946	On time payment credit	90.81		30.27
	152000		Tapia Brothers Inc 7.0L		90.81	
1/7/02	410400	4286	Tapia Brothers Inc 6.0R	16,150.40		
	152000				16,150.40	
2/28/02	420300	4151	Irrigation pipeline -untreated		12,428.94	70.22
			Feb 2002			
	152000		Tapia Brothers Inc 6.6R	12,428.94		
3/29/02	420300	4256	Irrigation pipeline -untreated		17,508.84	98.92
			March 2002			
	420300		On time payment credit	210.66		70.22
	152000		Tapia Brothers Inc 6.6R	17,298.18		
3/29/02	420300	4270	Irrigation pipeline -untreated		8,051.73	45.49
			March 2002			
	152000		Tapia Brothers Inc 7.5R	8,051.73		
3/29/02	420300	4271	Irrigation pipeline -untreated		1,361.13	7.69
			March 2002			
	152000		Tapia Brothers Inc 14.9R1 SO	1,361.13		

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Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
4/30/02	420300	4343	Irrigation pipeline -untreated April 2002		7,333.11	41.43
	420300		On time payment credit	296.76		98.92
	152000		Tapia Brothers Inc 6.6R	7,036.35		
4/30/02	420300	4358	Irrigation pipeline -untreated April 2002		13,191.84	74.53
	420300		On time payment credit	136.47		45.49
	152000		Tapia Brothers Inc 7.5R	13,055.34		
4/30/02	420300	4359	Irrigation pipeline -untreated April 2002		4,317.03	24.39
	420300		On time payment credit	23.07		7.69
	152000		Tapia Brothers Inc 14.9R1 SO	4,293.96		
5/31/02	420300	4493	Irrigation pipeline -untreated May 2002		11,706.78	66.14
	420300		On time payment credit	124.29		41.43
	152000		Tapia Brothers Inc 6.6R	11,582.49		
5/31/02	420300	4492	Irrigation pipeline -untreated May 2002		16,064.52	90.76
	420300		On time payment credit	223.59		74.53
	152000		Tapia Brothers Inc 7.5R	15,840.93		
5/31/02	420300	4491	Irrigation pipeline -untreated May 2002		3,000.15	16.95
	420300		On time payment credit	73.17		24.39
	152000		Tapia Brothers Inc 14.9R1 SO	2,926.98		
5/31/02	420300	4508	Irrigation pipeline -untreated-April May		3,161.22	17.86
	420300		Irrigation pipeline -untreated - May		3,948.87	22.31
	152000		Tapia Brothers Inc 11.6R3	7,110.09		
6/30/02	420300	4368	Irrigation pipeline -untreated June 2002		5,485.23	30.99
	420300		On time payment credit	120.51		40.17
	152000		Tapia Brothers Inc 11.6R3	5,364.72		
6/30/02	420300	4604	Irrigation pipeline -untreated June 2002		34,072.50	192.50
	420300		On time payment credit	198.42		66.14
	152000		Tapia Brothers Inc 6.6R	33,874.08		
6/30/02	420300	4617	Irrigation pipeline -untreated June 2002		18,792.09	106.17
	420300		On time payment credit	272.28		90.76
	152000		Tapia Brothers Inc 7.5R	18,519.81		
6/30/02	420300	4618	Irrigation pipeline -untreated		4,975.47	28.11

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Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
	420300		June 2002	50.85		16.95
	152000		On time payment credit Tapia Brothers Inc 14,9R1 SO	4,974.62		
7/31/02	420300	4708	Irrigation pipeline -untreated		8,035.80	45.40
	420300		July 2002	84.33		28.11
	152000		On time Payment credit Tapia Brothers Inc 14,9R1 SO	7,951.47		
7/31/02	420300	4709	Irrigation pipeline -untreated		40,317.06	227.78
	420300		July 2002	318.51		106.17
	152000		On time payment credit Tapia Brothers Inc 7.5R	39,998.55		
7/31/02	420300	4724	Irrigation pipeline -untreated		34,555.71	195.23
	420300		July 2002	577.50		192.50
	152000		On time Payment credit Tapia Brothers Inc 6.6R	33,978.21		
7/31/02	420300	4753	Irrigation pipeline -untreated		7,258.77	41.01
	420300		July 2002	92.97		30.99
	152000		On time payment credit Tapia Brothers Inc 11.6R3	7,165.80		
8/31/02	420300	4809	Irrigation pipeline -untreated		10,903.20	61.60
	420300		August 2002	123.03		41.01
	152000		On time payment credit Tapia Brothers Inc 11.6R3	10,780.17		
8/31/02	420300	4802	Irrigation pipeline -untreated		36,858.48	208.24
	420300		August 2002	681.34		227.78
	152000		On time payment credit Tapia Brothers Inc 7.5R	36,175.14		
8/31/02	420300	4813	Irrigation pipeline -untreated		9,706.68	54.84
	420300		August 2002	136.20		45.40
	152000		On time payment credit Tapia Brothers Inc 14,9R1 SO	9,570.48		
8/31/02	420300	4881	Irrigation pipeline -untreated		9,345.60	52.80
	420300		Aug 2002	585.69		195.23
	152000		On time payment credit Tapia Brothers Inc 6.6R	8,759.91		
9/30/02	420300	4965	On time payment credit	158.40		52.80
	152000		Tapia Brothers Inc 6.6R		158.40	
9/30/02	420300	4977	On time payment credit	624.72		208.24
	420300		Irrigation pipeline -untreated		4,640.94	26.22
	152000		Sept 2002	4,016.22		
			Tapia Brothers Inc 7.5R			
9/30/02	420300	4978	Irrigation pipeline -untreated		2,660.31	15.03

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Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
	420380		Sep 2002	164.52		
	152090		On time payment credit Tapia Brothers Inc 14.9R1 SO	2,495.79		54.84
9/30/02	420300	5001	Irrigation pipeline -untreated		1,488.57	8.41
	420300		On time payment credit	184.80		61.60
	152000		Tapia Brothers Inc 11.6R3	1,303.77		
10/31/02	420300	5067	On time payment credit	25.23		8.41
	152000		Tapia Brothers Inc 11.6R3		25.23	
10/31/02	420300	5107	Irrigation pipeline -untreated		348.69	1.97
	420300		Oct. 2002	45.09		
	152000		On time payment credit Tapia Brothers Inc 14.9R1 SO	303.60		15.03
10/31/02	420300	5117	On time payment credit	78.66		26.22
	152000		Tapia Brothers Inc 7.5R		78.66	
1/31/03	420300	5428	Irrigation pipeline -untreated		3,885.15	21.95
	152000		Jan 2003	3,885.15		
			Tapia Brothers Inc 6.6R			
2/28/03	420300	5545	Irrigation pipeline -untreated		380.55	2.15
	152000		FEB			
			Tapia Brothers Inc 6.6R			
3/31/03	420300	5640	Irrigation pipeline -untreated		4,699.35	26.55
	420300		March 2003	6.45		
	152000		On time payment credit Tapia Brothers Inc 6.6R	4,692.90		2.15
4/30/03	420300	5747	Irrigation pipeline -untreated		5,079.90	28.70
	420300		April 2003	79.65		
	152000		On time payment credit Tapia Brothers Inc 6.6R	5,000.25		26.55
4/30/03	420300	5768	Irrigation pipeline -untreated		3,009.00	17.00
	152000		April 2003			
			Tapia 9.0LB			
5/30/03	420300	5857	Irrigation pipeline -untreated		4,263.93	24.09
	420300		May 2003	86.10		
	152000		On time payment credit Tapia Brothers Inc 6.6R	4,177.83		28.70
5/30/03	420300	5866	Irrigation pipeline -untreated		543.39	3.07
	152000		May 2003			
			Tapia Brothers Inc 13.8R			
5/30/03	420300	5867	Irrigation pipeline -untreated		2,035.50	11.50
	152000		May 2003			
			Tapia Brothers Inc 14.9R1 SO			

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Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
5/30/03	420300	5875	Irrigation pipeline -untreated May 2003		6,879.99	38.87
	152000		Tapia 9.OLB	6,879.99		
6/30/03	420300	5972	Irrigation pipeline -untreated June 2003		16,145.94	91.22
	420300		Irrigation pipeline -untreated Priority two water for June 2003		88.74	1.02
	420300		On time payment credit	72.27		24.09
	152000		Tapia Brothers Inc 6.6R	16,162.41		
6/30/03	420300	5982	Irrigation pipeline -untreated June 2003		3,954.18	22.34
	420300		On time payment credit	9.21		3.07
	152000		Tapia Brothers Inc 13.8R	3,944.97		
6/30/03	420300	5983	Irrigation pipeline -untreated June 2003		5,874.63	33.19
	420300		On time payment credit	34.50		11.50
	152000		Tapia Brothers Inc 14,9R1 SQ	5,840.13		
6/30/03	420300	5990	Irrigation pipeline -untreated June 2003		8,207.49	46.37
	420400		On time payment credit	116.61		38.87
	152000		Tapia 9.OLB	8,090.88		
7/31/03	420300	6188	Irrigation pipeline -untreated July 2003 Priority Two Water		6,987.84	80.32
	420300		On time payment credit	276.72		92.24
	152000		Tapia Brothers Inc 6.6R	6,711.12		
7/31/03	420300	6118	Irrigation pipeline -untreated July 2003 Priority Two Water		2,936.25	33.75
	420300		On time payment credit	67.02		22.34
	152000		Tapia Brothers Inc 13.8R	2,869.23		
7/31/03	420300	6119	Irrigation pipeline -untreated July 2003 Priority Two Water		3,479.13	39.99
	420300		On time payment credit	99.57		33.19
	152000		Tapia Brothers Inc 14,9R1 SQ	3,379.56		
7/31/03	420300	6126	Irrigation pipeline -untreated July 2003 Priority Two Water		9,436.02	108.46
	420300		On time payment credit	139.11		46.37
	152000		Tapia 9.OLB	9,296.91		
8/31/03	420300	6235	Irrigation pipeline -untreated August 2003 Priority 2 water		3,228.57	37.11
	420300		On time payment credit	240.96		80.32
	152000		Tapia Brothers Inc 6.6R	2,987.61		
8/31/03	420300	6235	Irrigation pipeline -untreated		3,161.58	36.34

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Date	Account ID	Invoice/CM #	Line Description	Debit Amt	Credit Amt	Qty
8/31/03	420300	6236	August 2003 On time payment credit Tapia Brothers Inc 13.8R	101.25 3,060.33		33.75
8/31/03	420200		Irrigation pipeline -untreated August 2003 On time payment credit Tapia Brothers Inc 14.9R1 SO	119.97 4,889.49	5,009.46	57.58 39.99
8/31/03	420300	6245	Irrigation pipeline -untreated August 2003 Priority 2 water On time payment credit Tapia 9.0LB	325.38 11,350.89	11,676.27	134.21 108.46
9/30/03	420300	6340	On time payment credit Tapia Brothers Inc 6.6R	111.33	111.33	37.11
9/30/03	420300	6350	Irrigation pipeline -untreated Sept 2003 Priority 2 water On time payment credit Tapia Brothers Inc 13.8R	109.02 836.67	945.69	10.87 36.34
9/30/03	420300	6351	On time payment credit Tapia Brothers Inc 14.9R1 SO	172.74	172.74	57.58
9/30/03	420300	6357	Irrigation pipeline -untreated Sept 2003 priority 2 water On time payment credit Tapia 9.0LB	402.63 93.27	495.90	134.21
10/31/03	420300	6467	Irrigation pipeline -untreated Oct 2003 Priority 2 water On time payment credit Tapia Brothers Inc 13.8R	32.61 10.89	43.50	0.50 10.87
10/31/03	420300	6473	On time payment credit Tapia 9.0LB	17.10	17.10	5.70
1/31/04	420300	6742	Irrigation pipeline -untreated Jan 2004 Tapia Brothers Inc 11.6R2	9,634.80	9,634.80	51.80
2/29/04	420300	6849	Irrigation pipeline -untreated Feb 2004 On time payment credit Tapia Brothers Inc 11.6R3	155.40 6,715.44	6,870.84	36.94 51.80
2/29/04	420300	6893	Irrigation pipeline -untreated Feb 2004 Tapia Brothers Inc 6.6R	444.54	444.54	2.39
3/31/04	420300	6960	Irrigation pipeline -untreated March 2004 Priority 1 water	8,903.82	47.87	

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Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
	420300		Irrigation pipeline -untreated		2,225.28	23.18
	420400		March 2004 Priority 2 Water	110.82		36.94
	152000		On time payment credit	11,018.28		
			Tapia Brothers Inc 11.6R3			
3/31/04	420300	6991	Irrigation pipeline -untreated		11,346.00	61.00
			March 2004			
	420300		On time payment credit	7.17		2.39
	152000		Tapia Brothers Inc 6.6R	11,338.83		
4/30/04	420300	7106	Irrigation pipeline -untreated		10,493.76	109.31
	420300		April 2004 Priority 2 Water	181.00		61.00
	152000		On time payment credit	10,310.76		
			Tapia Brothers Inc 6.6R			
4/30/04	420300	7107	Irrigation pipeline -untreated		5,901.12	61.47
	152000		April 2004 Priority 2 Water	5,901.12		
			Tapia Brothers Inc 7.5R			
4/30/04	420300	7108	Irrigation pipeline -untreated		4,804.80	50.05
	420300		April 2004 Priority 2 Water	213.15		71.05
	152000		On time payment credit	4,591.65		
			Tapia Brothers Inc 11.6R2			
5/31/04	420300	7173	Irrigation pipeline -untreated		13,396.80	139.55
	420300		May 2004 Priority 2 Water	150.15		50.05
	152000		On time payment credit	13,246.65		
			Tapia Brothers Inc 11.6R3			
5/31/04	420300	7206	Irrigation pipeline -untreated		6,503.04	67.74
	420300		May 2004 Priority 2 Water	327.93		109.31
	152000		On time payment credit	6,175.11		
			Tapia Brothers Inc 6.6R			
5/31/04	420300	7216	Irrigation pipeline -untreated		5,675.52	59.12
	420300		May 2004 Priority 2 Water	184.41		61.47
	152000		On time payment credit	5,491.11		
			Tapia Brothers Inc 7.5R			
6/30/04	420300	7249	Irrigation pipeline -untreated		14,562.24	151.69
	420300		June 2004 Priority Two Water	418.65		139.55
	152000		On time payment credit	14,143.59		
			Tapia Brothers Inc 11.6R3			
6/30/04	420300	7283	Irrigation pipeline -untreated		13,727.04	142.99
	420300		June 2004 Priority-two Water	203.22		67.74
	152000		On time payment credit	13,523.82		
			Tapia Brothers Inc 6.6R			
6/30/04	420300	7293	Irrigation pipeline -untreated		2,400.00	25.00
	420300		June 2004 Priority Two Water	177.36		59.12
	152000		On time payment credit	2,222.64		
			Tapia Brothers Inc 7.5R			

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Date	Account ID	Invoice/CN #	Line Description	Debit Amt	Credit Amt	Qty
7/31/04	420300	7401	Irrigation pipeline -untreated		11,319.36	117.91
	420300		July 2004 Priority 2 water	455.07		151.69
	152000		On time payment credit	10,864.29		
			Tapia Brothers Inc 11.6R2			
7/31/04	420300	7436	Irrigation pipeline -untreated		27,295.68	284.33
	420300		July 2004 priority 2 water	428.97		142.99
	152000		On time payment credit	26,866.71		
			Tapia Brothers Inc 6.6R			
7/31/04	420300	7446	Irrigation pipeline -untreated		8,284.80	86.30
	420300		July 2004 Priority 2 water	75.00		25.00
	152000		On time payment credit	8,209.80		
			Tapia Brothers Inc 7.5R			
8/31/04	420300	7517	Irrigation pipeline -untreated		613.44	6.39
	420300		August 2004 Priority two	353.73		117.91
	152000		On time payment credit	259.71		
			Tapia Brothers Inc 11.6R3			
8/31/04	420300	7552	Irrigation pipeline -untreated		15,848.64	165.09
	420300		Aug 2004 Priority two	852.99		284.33
	152000		On time payment credit	14,995.65		
			Tapia Brothers Inc 6.6R			
8/31/04	420300	7562	Irrigation pipeline -untreated		7,410.24	77.19
	420300		Aug 2004 Priority two	258.90		86.30
	152000		On time payment credit	7,151.34		
			Tapia Brothers Inc 7.5R			
9/30/04	420300	7631	Irrigation pipeline -untreated		48.00	0.50
	420300		Sept 2004 priority two water	19.17		6.39
	152000		On time payment credit	28.83		
			Tapia Brothers Inc 11.6R3			
9/30/04	420300	7666	Irrigation pipeline -untreated		9,482.88	98.78
	420300		Sept 2004 priority two water	495.27		165.09
	152000		On time payment credit	8,987.61		
			Tapia Brothers Inc 6.6R			
9/30/04	420300	7676	Irrigation pipeline -untreated		1,537.92	16.02
	420300		Sept 2004 priority two water	231.57		77.19
	152000		On time payment credit	1,306.35		
			Tapia Brothers Inc 7.5R			
9/30/04	420300	7687	Irrigation pipeline -untreated		10,643.52	110.87
	420300		Aug 2004 Priority two water	15,848.64		165.09
	152000		Irrigation pipeline -untreated		5,205.12	
			Aug 2004 Priority Two water			
			Tapia Brothers Inc 6.6R			
10/21/04	420300	7691	Irrigation pipeline -untreated		31,539.84	328.54

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Date	Account ID	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Qty
			Priority Two Water May, June, July, Aug and Sept 2004	985.62		328.54
	420300		On time payment credit	30,554.22		
	152000		Tapia			
10/31/04	420300	7752	On time payment credit	1.50	1.50	0.50
	152000		Tapia Brothers Inc 11.6R3			
10/31/04	420300	7786	On time payment credit	296.34	296.34	98.78
	152000		Tapia Brothers Inc 6.6R			
10/31/04	420300	7793	On time payment credit	70.44	70.44	23.48
	152000		Tapia			
10/31/04	420300	7796	On time payment credit	48.06	48.06	16.02
	152000		Tapia Brothers Inc 7.5R			
11/30/04	420300	7908	Irrigation pipeline -untreated		87.36	0.91
	152000		Nov 2004 Priority two water			
			Tapia			
12/31/04	420300	8016	On time payment credit	2.73	2.73	0.91
	152000		Tapia			
3/31/05	420300	8359	Irrigation pipeline -untreated		5,647.50	45.18
	152000		March 2005 Priority Two Water			
			Tapia Brothers Inc 7.5R			
3/31/05	420300	8361	Irrigation pipeline -untreated		62.50	0.58
	152000		March 2005 Priority Two Water			
			Tapia			
4/30/05	420300	8466	Irrigation pipeline -untreated		15,438.75	123.51
	152000		April 2005 Priority two water			
			Billed to Ritter-Godde in error			
			Tapia Brothers Inc 6.6R			
4/30/05	420300	8462	Irrigation pipeline -untreated		10,637.50	85.80
	152000		April 2005 Priority two water			
			Tapia Brothers Inc 7.5R			
4/30/05	420400	8463	On time payment credit	1.50	1.50	0.50
	152000		Tapia			
5/31/05	420300	8541	Irrigation pipeline -untreated		5,302.50	42.42
	152000		May 2005 Priority two water			
			Billed to Ritter/Godde in error			
			Tapia Brothers Inc 6.6R			
5/31/05	420300	8543	Irrigation pipeline -untreated		2,590.00	20.72
	152000		May 2005 Priority Two			
			Tapia Brothers Inc 7.5R			

AVEK Water Agency - 2014
Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015
Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,981 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
5/31/05	420300	8546	Irrigation pipeline -untreated May 2005 Priority Two Water Tapia Brothers Inc 13.8R	723.75	723.75	5.79
6/30/05	420300	8654	Irrigation pipeline -untreated June 2005 Priority Two Water Billed to Ritter/Godde in error On time payment credit Tapia Brothers Inc 6.6R	9,926.25	9,926.25	79.41
6/30/05	420300	8655	Irrigation pipeline -untreated June 2005 Priority Two Water Tapia Brothers Inc 7.0L	62.50	62.50	0.50
6/30/05	420300	8659	Irrigation pipeline -untreated June 2005 Priority Two water On time payment credit Tapia Brothers Inc 7.5R	15,271.25	15,271.25	122.17
6/30/05	420300	8655	Irrigation pipeline -untreated June 2005 Priority Two Water On time payment credit Tapia Brothers Inc 13.8R	15,209.09	15,209.09	20.72
7/31/05	420300	8777	Irrigation pipeline -untreated July 2005 Billed in error to Ritter/Godde On time payment credit Tapia Brothers Inc 6.6R	1,285.00	1,285.00	10.28
7/31/05	420300	8782	Irrigation pipeline -untreated July 2005 On time payment credit Tapia Brothers Inc 7.5R	17.37	17.37	5.79
7/31/05	420300	8782	Irrigation pipeline -untreated July 2005 On time payment credit Tapia Brothers Inc 6.6R	1,267.63	1,267.63	7.79
7/31/05	420300	8782	Irrigation pipeline -untreated July 2005 On time payment credit Tapia Brothers Inc 7.5R	238.23	238.23	79.41
7/31/05	420300	8782	Irrigation pipeline -untreated July 2005 On time payment credit Tapia Brothers Inc 6.6R	34,560.52	34,560.52	278.39
7/31/05	420300	8787	Irrigation pipeline -untreated July 2005 On time payment credit Tapia Brothers Inc 13.8R	366.51	366.51	2.76
8/31/05	420300	8916	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	31,853.49	31,853.49	122.17
8/31/05	420300	8924	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 7.5R	4,844.16	4,844.16	38.76
8/31/05	420300	8918	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	30.84	30.84	10.28
8/31/05	420300	8918	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 7.5R	16,772.07	16,772.07	138.98
8/31/05	420300	8918	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	835.17	835.17	278.39
8/31/05	420300	8918	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 7.5R	773.28	773.28	257.76
8/31/05	420300	8918	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 6.6R	13,402.68	13,402.68	106.62
8/31/05	420300	8918	Irrigation pipeline -untreated Aug 2005 Special Priority Two Rate On time payment credit Tapia Brothers Inc 7.5R	3,327.24	3,327.24	26.62

AVEK Water Agency - 2014
Sales Journal

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For the Period From Jan 1, 1997 to Jun 30, 2015

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
			Aug 2005			
	420300		On time payment credit	116.28		38.76
	152000		Tapia Brothers Inc 13.8R	3,210.96		
9/30/05	420300	9032	Irrigation pipeline -untreated		5,382.50	43.06
	420300		Sept 2005			
	152000		On time payment credit	517.86		172.62
	152000		Tapia Brothers Inc 6.6R	4,864.64		
9/30/05	420300	9033	Irrigation pipeline -untreated		1,493.75	11.95
	420300		Sept 2005			
	152000		On time payment credit	416.94		138.98
	152000		Tapia Brothers Inc 7.5R	1,076.81		
9/30/05	420300	9034	Irrigation pipeline -untreated		1,618.75	12.95
	420300		Sept 2005			
	152000		On time payment credit	97.86		32.62
	152000		Tapia Brothers Inc 13.8R	1,520.89		
9/30/05	420300	9047	Irrigation pipeline -untreated		2,241.96	21.98
	420300		Sept 2005			
	152000		On time payment credit	161.67		53.89
	152000		Tapia Brothers Inc 14.9R1 SO	2,080.29		
10/31/05	420300	9154	On time payment credit	129.18		43.06
	152000		Tapia Brothers Inc 6.6R		129.18	
10/31/05	420300	9155	On time payment credit	35.85		11.95
	152000		Tapia Brothers Inc 7.5R		35.85	
10/31/05	420300	9156	Irrigation pipeline -untreated Oct		281.52	2.76
	420300		2005			
	152000		On time payment credit	38.85		12.95
	152000		Tapia Brothers Inc 13.8R	242.67		
10/31/05	420300	9157	On time payment credit	65.94		21.98
	152000		Tapia Brothers Inc 14.9R1 SO		65.94	
11/30/05	420300	9215	On time payment credit	8.28		2.76
	152000		Tapia Brothers Inc 13.8R		8.28	
11/30/05	420300	9214	Irrigation pipeline -untreated		51.00	0.50
	152000		Nov 2005			
	152000		Tapia Brothers Inc 14.9R1 SO		51.00	
12/31/05	420300	9416	Irrigation pipeline -untreated		3,653.64	35.82
	420300		Dec 2005			
	152000		On time payment credit	30.84		10.28
	152000		Tapia Brothers Inc 13.8R	3,622.80		
12/31/05	420300	9417	Dec 2005		51.00	0.50
	420300		On time payment credit	1.50		0.50
	152000		Tapia Brothers Inc 14.9R1 SO	49.50		

AVEK Water Agency - 2014
Sales Journal

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For the Period From Jan 1, 1997 to Jun 30, 2015

Date	Account ID	Invoice/CM #	Line Description	Debit Amt	Credit Amt	Qty
4/30/06	420300	9830	Irrigation pipeline -untreated Apr 2006 Tapia Brothers Inc 14.9R1 SO	65.00		0.50
	152000				65.00	
5/31/06	420300	9911	Irrigation pipeline -untreated May 2006 On time payment credit Tapia Brothers Inc 14.9R1 SO	1.50	247.00	0.50
	152000			245.50		
6/30/06	420300	10019	Irrigation pipeline -untreated June 2006 On time payment credit Tapia Brothers Inc 14.9R1 SO	5.70	3,759.60	28.92
	152000			3,753.90		1.90
7/31/06	420300	10111	Irrigation pipeline -untreated July 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	86.76	8,784.10	67.57
	152000			8,697.34		28.92
8/31/06	420300	10218	Irrigation pipeline -untreated July 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	202.71	8,868.60	68.22
	152000			8,665.89		67.57
9/30/06	420300	10328	Irrigation pipeline -untreated Sept 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	204.66	4,620.20	35.54
	152000			4,415.54		68.22
10/31/06	420300	10441	Irrigation pipeline -untreated Oct 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	106.62	204.10	1.57
	152000			97.48		35.54
11/30/06	420300	10548	Irrigation pipeline -untreated Nov 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	4.71	65.00	0.50
	152000			60.29		1.57
12/31/06	420300	10658	Irrigation pipeline -untreated Dec 2006 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	1.50	65.00	0.50
	152000			63.50		0.50
4/30/07	420300	11076	Irrigation pipeline -untreated April 2007 priority two rate Tapia Brothers Inc 14.9R1 SO		65.00	0.50
	152000			65.00		
5/31/07	420300	11185	Irrigation pipeline -untreated May 2007 priority two rate On time payment credit Tapia Brothers Inc 14.9R1 SO	1.50	3,814.20	29.34
	152000			3,812.70		0.50

AVEK Water Agency - 2014
Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015
Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
6/30/07	420300	11327	Irrigation pipeline -untreated June 2007 priority two rate Tapia Brothers Inc 14,9R1 SO	6,398.60	6,398.60	49.22
	152000					
7/31/07	420300	11446	Irrigation pipeline -untreated July 2007 priority two rate On time payment credit Tapia Brothers Inc 14,9R1 SO	147.66	12,538.50	96.45
	420300			12,390.84		49.22
	152000					
8/31/07	420300	11512	Irrigation pipeline -untreated Aug 2007 priority two rate On time payment credit Tapia Brothers Inc 14,9R1 SO	289.35	11,044.80	84.96
	420300			10,755.45		96.45
	152000					
9/30/07	420300	11623	Irrigation pipeline -untreated Sept 2007 priority two rate Tapia Brothers Inc 14,9R1 SO	6,006.00	6,006.00	46.20
	152000					
10/31/07	420300	11731	Irrigation pipeline -untreated Oct 2007 priority two rate Tapia Brothers Inc 14,9R1 SO	65.00	65.00	0.50
	152000					
4/30/08	420300	12436	Irrigation pipeline -untreated April 2008 Tapia Brothers Inc 14,9R1 SO	3,782.31	3,782.31	17.43
	152000					
5/31/08	420300	12508	Irrigation pipeline -untreated May 2008 Tapia Brothers Inc 14,9R1 SO	4,439.82	4,439.82	20.46
	152000					
6/30/08	420300	12633	Irrigation pipeline -untreated June 2008 Tapia Brothers Inc 14,9R1 SO	5,815.60	5,815.60	26.80
	152000					
7/31/08	420300	12749	Irrigation pipeline -untreated July 2008 Tapia Brothers Inc 14,9R1 SO	17,848.25	17,848.25	82.75
	152000					
8/31/08	420300	12865	Irrigation pipeline -untreated Aug 2008 Tapia Brothers Inc 14,9R1 SO	16,266.32	16,266.32	74.96
	152000					
9/30/08	420300	12980	Irrigation pipeline -untreated Sept 2008 Tapia Brothers Inc 14,9R1 SO	9,793.21	9,793.21	45.13
	152000					
10/31/08	420300	13095	Irrigation pipeline -untreated Oct 2008 Tapia Brothers Inc 14,9R1 SO	108.50	108.50	0.50
	152000					
1/30/08	420300	13204	Irrigation pipeline -untreated Nov 2008		108.50	0.50

AVEK Water Agency - 2014
Sales Journal

For the Period From Jan 1, 1997 to Jun 30, 2015
Filter Criteria includes: 1) Customer IDs from Tapia to Tapia 14,9R1 (SO). Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
12/31/08	420300	13314	Tapia Brothers Inc 14.9R1 SO Irrigation pipeline -untreated Dec 2008	108.50	108.50	0.50
1/31/09	420300	13438	Tapia Brothers Inc 14.9R1 SO Irrigation pipeline -untreated Jan 2009	108.50	112.50	0.50
4/1/09	420300	13639	Tapia Brothers Inc 14.9R1 SO Credit Memo for Invoice #9416 Tapia Brothers Inc 13.8R	112.50	3,622.80	
12/31/09	420300	14643	Tapia Brothers Inc 14.9R1 SO Irrigation pipeline -untreated Dec 2009	3,622.80	112.50	0.50
3/31/10	420300	14961	Tapia Brothers Inc 14.9R1 SO Irrigation pipeline -untreated March 2010	112.50	131.10	0.57
4/30/10	420300	15079	Tapia Brothers Inc 14.9R1 SO Irrigation pipeline -untreated April 2010	131.10	149.50	0.65
5/20/10	420300	15129	Tapia Brothers Inc 14.9R1 SO Invoice #14643 - 12/31/09	149.50	112.50	0.50
	420300		Invoice #14961 - 3/31/10		131.10	0.57
	420300		Invoice #15079 - 4/30/10		149.50	0.65
	152000		Tapia Brothers Inc 14.9R1 SO		392.10	
		Total		1,234,502.10	1,234,502.10	

EXHIBIT 7

Subject: AV Watermaster Production Invoices-Tapia-Zamrzla-Ritter_Derrick
Date: Friday, January 25, 2019 at 11:47:02 AM Pacific Standard Time
From: Angel Fitzpatrick
To: bob@brumfield-haganlaw.com
Attachments: CharlieTapia.pdf, image001.gif, JohnnyZamrzla.pdf, MarkRitter.pdf, OlinDerrick.pdf

Mr. Brumfield- I have attached (4) Antelope Valley Watermaster invoices for your various clients.

Angel Fitzpatrick
Administration

Antelope Valley - East Kern Water Agency
6500 W. Avenue N | Palmdale, CA 93551
P: (661) 943-3201 | F: (661) 943-3204

EXHIBIT 8

Todd A. Anspoker
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. Hvolboll
Mark S. Munton
Steven K. McGuire

Our File Number:
23641-1



PRICE, POSTEL & PARMA LLP

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Karen K. Peabody
Kenneth J. Pontifex
Paul A. Roberts
Douglas D. Rossi
Peter D. Slaughter
Jeremy D. Stone
David W. Van Horne
C.E. Chip Wullbrandt
Rvan D. Zick

CAMERON PARK OFFICE

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

July 27, 2021

VIA E-MAIL AND U.S. MAIL

Robert H. Brumfield, III
Law Offices of Robert H. Brumfield
A Professional Corporation
1810 Westwind Drive, Suite 100
Bakersfield, CA 93301

bob@brumfieldlawgroup.com

Re: Delinquent RWAs and Other Judgment Violations – Zamrzla and Tapia

Dear Bob:

As you are aware, two of your clients—Zamrzla and Tapia—are delinquent in payment of substantial Assessments under the Judgment, and are also in non-compliance with other material provisions of the Judgment. Over the past several years, the Watermaster has attempted in good faith to resolve these matters by simply having your clients pay what they owe—in most instances less than what the Watermaster contends they owe—in order to avoid litigation. To date, neither Zamrzla nor Tapia has made any payment whatsoever, and both parties remain in non-compliance with other material provisions of the Judgment.

As such, please consider this letter as the Watermaster's final offer of settlement before initiating litigation to bring either or both of these matters to the Court's attention. Attached you will find draft motions for enforcement of the Judgment against Zamrzla and Tapia. If we do not finally resolve either matter within thirty (30) days of the date of this letter, the Watermaster Board has authorized me to file either or both of the attached motions in order to collect the

Mr. Robert H. Brumfield

Re: Delinquent RWAs and Other Judgment Violations – Zamrzla and Tapia

July 27, 2021

Page 2

delinquent Assessments, interest thereon, and attorneys' fees and costs of suit, and to seek the declaratory and injunctive relief requested therein.

I hope you are able to convince both of your clients to come into compliance with the terms of the Judgment. The offers that have been previously communicated by the Watermaster are substantially more favorable to your clients than what the Watermaster will seek—and most likely recover—in litigation.

I look forward to hearing from you.

Very truly yours,



Craig A. Parton
for PRICE, POSTEL & PARMA LLP

Attachments

EXHIBIT 9

Subject: AV Watermaster v. Tapia

Date: Thursday, October 7, 2021 at 4:37:00 PM Pacific Daylight Time

From: Robert H Brumfield

To: Craig A. Parton

CC: Cameron Goodman (cgoodman@ppplaw.com), Serena Bravo

Craig:

There are a lot of issues with the motion and the party you have filed against, but the long and short of it is the Tapia family would like to settle the bill so that they can either file a new production application or purchase water from a third party and have a transfer application approved.

The well is already metered and no production at all has occurred since 2019. The meter was installed in early 2019 after the Watermaster asked for such to be done.

On the monetary end, the Tapia family proposes a \$90,000 lump sum to cover the outstanding invoices.

Please advise.

Very Truly Yours,

Robert H. Brumfield, III
Law Offices of Robert H. Brumfield
A Professional Corporation
1810 Westwind Drive, Suite 100
Bakersfield, CA 93301
Tele (661) 316-3010 | Fax (661) 885-6090
-and-
325 Old Mammoth Road, A1
P.O. Box 146
Mammoth Lakes, CA 93546
Tele (760) 914-4960 | Fax (661) 885-6090

www.brumfieldlawgroup.com

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Please consider the environment before printing this e-mail.

EXHIBIT 10

Subject: AV Watermaster v. Tapia
Date: Tuesday, October 12, 2021 at 2:40:39 PM Pacific Daylight Time
From: Craig A. Parton
To: Robert H Brumfield
CC: Serena Bravo, Cameron Goodman
Attachments: image001.jpg, Stip for Settlement_v1.docx

Bob: In order to keep settlement discussions progressing, I am forwarding a template for a Stipulation and [Proposed] Order should we reach agreement on numbers. Attached is that proposed template for your review and comment. The process laid out in the attached Stipulation is the way I can recommend the Board proceed.

I am not able to discuss your offer with the Board until we have a closed session as part of the October 27th Board meeting. I can, though, tell you that your clients' \$90,000 offer is in my view not acceptable and will not be acceptable to the Board.

I would be able to recommend an agreement that had the following components:

1. Agreement to the terms of the attached Stipulation and [Proposed] Order.
2. Your clients pay all Administrative Assessments (para. 4b of the attached).
3. Your clients pay \$168,022.68 (a \$15,000 reduction from what is owed—para. 4a of the attached) for RWAs. [Note that the RWA numbers in our motion simply come from your clients' own documentation and calculations.]
4. Note that the attached Stipulation waives attorney's fees and costs and also saves your clients the costs involved in opposing our motion.
5. If we agree soon on these terms we can continue the November 12th hearing to a later date on the basis that there is a likelihood the Board will approve the terms set forth in this correspondence.

I am out of state the rest of the week but Cameron should be available to respond to anything that may arise.....Thanks Bob....Craig



Craig A. Parton
Price Postel & Parma LLP
200 E Carrillo Street, Suite 400
Santa Barbara, CA 93101
T: 805.962.0011 (Main);
T: 805.882-9822 (Direct)
F: 805.965.3978

E: cap@ppplaw.com
Website: <http://ppplaw.com>

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From: Robert H Brumfield <bob@brumfieldlawgroup.com>
Sent: Thursday, October 7, 2021 4:38 PM
To: Craig A. Parton <Cparton@ppplaw.com>
Cc: Cameron Goodman <cgoodman@ppplaw.com>; Serena Bravo <serena@brumfieldlawgroup.com>
Subject: AV Watermaster v. Tapia

Craig:

There are a lot of issues with the motion and the party you have filed against, but the long and short of it is the Tapia family would like to settle the bill so that they can either file a new production application or purchase water from a third party and have a transfer application approved.

The well is already metered and no production at all has occurred since 2019. The meter was installed in early 2019 after the Watermaster asked for such to be done.

On the monetary end, the Tapia family proposes a \$90,000 lump sum to cover the outstanding invoices.

Please advise.

Very Truly Yours,

Robert H. Brumfield, III
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A Professional Corporation
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Tele (661) 316-3010 | Fax (661) 885-6090
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1 CRAIG A. PARTON, State Bar No. 132759
2 TIMOTHY E. METZINGER, State Bar No. 145266
3 CAMERON GOODMAN, State Bar No. 307679
4 PRICE, POSTEL & PARMA LLP
5 200 East Carrillo Street, Fourth Floor
6 Santa Barbara, California 93101
7 Telephone: (805) 962-0011
8 Facsimile: (805) 965-3978

Exempt from Filing Fees
Government Code § 6103

6 Attorneys for
7 Antelope Valley Watermaster

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

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

Judicial Council Coordination
Proceeding No. 4408

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

**STIPULATION AND [PROPOSED]
ORDER FOR SETTLEMENT OF
WATERMASTER'S MOTION FOR
MONETARY, DECLARATORY AND
INJUNCTIVE RELIEF AGAINST TAPIA**

17 _____
18 **AND ALL RELATED ACTIONS**

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

19
20
21
22 The Antelope Valley Watermaster ("**Watermaster**"), on the one hand, and [*insert name*],
23 as Trustee[s] of the Charles and Nellie Tapia Family Trust established u/t/a dated January 12,
24 1990 ("**C&N Trust**"), [*insert name*], as Trustee[s] of the Felix and Eulalia Tapia Family Trust
25 established u/t/a dated February 18, 1997 ("**F&E Trust**"), Tapia Bros., Inc., a California
26 corporation ("**Tapia Bros**"), [*names of all individual beneficiaries under the C&N Trust and the*
27 *F&E Trust, and any individuals claiming any right to the underlying real property*] (collectively,
28 the "**Tapia Individuals**"), on the other, hereby agree and stipulate as follows:

1 1. On or about September 29, 2021, the Watermaster filed a motion against C&N Trust
2 (the "**Motion**") seeking monetary relief in an amount equal to all delinquent Replacement Water
3 Assessments ("**RWAs**") owed by Tapia for the years 2018 and 2019 in the total amount of
4 \$183,022.68, plus all delinquent Administrative Assessments ("**AAs**") for the year 2019 in the
5 amount of \$492.38, plus accrued interest, plus attorneys' fees of \$3,433, and for declaratory and
6 injunctive relief as is necessary to prohibit Tapia from producing any further groundwater from the
7 Antelope Valley Adjudicated Basin ("**Basin**") until: (a) all such delinquent RWAs and AAs with
8 interest and fees are paid in full, and (b) Tapia either ceases all further groundwater production or
9 submits an application for New Production and installs meters on all wells.

10 2. C&N Trust, F&E Trust, Tapia Bros and the Tapia Individuals (collectively, the
11 "**Tapia Parties**") all claim some title, right or interest in and to the real property located in Kern
12 County and identified by Assessor's Parcel Number 374-020-53-00-6 (the "**Property**"), and/or the
13 groundwater rights associated therewith. The RWAs and AAs set forth in Paragraph 1 above relate
14 to groundwater usage on the Property.

15 3. The Tapia Parties acknowledge and agree that, pursuant to the December 23, 2015
16 Judgment and Physical Solution ("**Judgment**"),¹ because the Property lies within the Basin, the
17 Court has jurisdiction over the Tapia Parties with respect to the Property and the groundwater rights
18 associated therewith. The Tapia Parties further acknowledge and agree that they currently have no
19 rights to pump groundwater from the Basin.

20 4. In order to settle this matter without further litigation, the parties hereto freely
21 stipulate and agree that:

- 22 (a) By no later than [date], the Tapia Parties shall pay the Watermaster
23 \$[_____] in full satisfaction of delinquent RWAs owed by the
24 Tapia Parties for the years 2018 and 2019.

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28 ¹ All capitalized terms not defined herein shall have the same meaning as set forth in the Judgment.

1 (b) By no later than [date], the Tapia Parties shall pay the Watermaster \$492.38,
2 in full satisfaction of delinquent AAs owed by the Tapia Parties for the year
3 2019.

4 (c) The Tapia Parties shall immediately cease pumping any groundwater from
5 the Basin, and shall not pump any groundwater from the Basin until: (i) they
6 submit an application for New Production, and (ii) they install meters on all
7 wells located on the Property that are compliant with the Judgment and all
8 applicable Watermaster Rules and Regulations.

9 5. The Tapia Parties shall be jointly and severally liable for the obligations imposed
10 upon the Tapia Parties in Paragraphs 4(a) – (c) above. Failure by the Tapia Parties to make any
11 payments on time pursuant to Paragraphs 4(a) and 4(b) above, and/or the pumping of groundwater
12 from the Basin by the Tapia Parties in violation of Paragraph 4(c) above, shall constitute a material
13 breach of this Stipulation and grounds for enforcement pursuant to Paragraph 7 below.

14 6. The Watermaster agrees that if the Tapia Parties fully perform as set forth in
15 Paragraphs 4(a) and 4(b) above, the Watermaster shall forever waive any claims it has or may have
16 in the future with respect to collection of delinquent RWAs for 2018 and 2019, delinquent AAs for
17 2019, interest thereon, and/or attorneys' fees and costs related to collection thereof.

18 7. If the Tapia Parties fail to perform as agreed in Paragraphs 4 above, the parties
19 hereto authorize the Court, upon an ex parte application submitted by Plaintiff, with forty-eight (48)
20 hours' notice to the Tapia Parties, supported by a declaration setting forth the nature and extent of
21 the Tapia Parties' noncompliance, to:

22 (a) Enter judgment in favor of the Watermaster for all amounts not timely paid in
23 accordance with Paragraphs 4(a) and 4(b) above;

24 (b) Enter judgment awarding declaratory and injunctive relief enjoining the
25 Tapia Parties from pumping any groundwater from the Basin until: (i) the
26 Tapia Parties submit an application for New Production, and (ii) the Tapia
27 Parties install meters on all wells that are compliant with the Judgment and
28 all applicable Watermaster Rules and Regulations; and

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(c) Enter judgment in favor of the Watermaster for all attorneys' fees and costs incurred by the Watermaster in relation to the Motion and enforcement of this Stipulation.

8. Except as otherwise provided in this Stipulation, the parties hereto shall bear their own fees and costs associated with the Motion and entering into this Stipulation.

9. The Tapia Parties each expressly acknowledge and agree that they have had a reasonable opportunity to discuss this matter and specifically this Stipulation with Robert H. Brumfield, who represents all of the Tapia Parties in this matter. The Tapia Parties acknowledge that they enter into this Stipulation freely, knowingly, and voluntarily to settle the matters set forth herein without further litigation. The Tapia Parties acknowledge that they have read this Stipulation in its entirety and fully understand its terms and consequences.

10. The parties agree that the above-entitled court retains jurisdiction to enforce the terms of this Stipulation and that this Stipulation is enforceable pursuant to Code of Civil Procedure sections 664.6.

11. The parties agree that this Stipulation may be executed in counterparts, and execution by facsimile shall be acceptable as an original.

[Signatures on following page]

1 **THE PARTIES HEREBY AGREE & STIPULATE TO THE ABOVE.**

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Date: _____

Charles and Nellie Tapia Family Trust
established u/t/a dated January 12, 1990
By: _____, Trustee

Date: _____

Felix and Eulalia Tapia Family Trust
established u/t/a dated February 18, 1997
By: _____, Trustee

Date: _____

Tapia Bros., Inc., a California corporation
By: Thomas Tapia, President/CEO

Date: _____

By: *[name of Tapia individual]*

Date: _____

By: *[name of Tapia individual]*

Date: _____

By: *[name of Tapia individual]*

APPROVED AS TO FORM:

Date: _____

PRICE, POSTEL & PARMA LLP
By Craig A. Parton
Attorneys for Watermaster

Date: _____

By Robert H. Brumfield
Attorney for Tapia Parties

1
2
3 **[PROPOSED] ORDER**

4 **IT IS HEREBY ORDERED THAT:**

- 5 1. The Tapia Parties are to adhere to the terms of this Stipulation;
- 6 2. If the Tapia Parties fail to adhere to the terms of this Stipulation, then upon ex parte
7 application by the Watermaster, and good cause shown, the Court will:
- 8 (a) Enter judgment in favor of the Watermaster for all amounts not timely paid in
9 accordance with Paragraphs 4(a) and 4(b) of this Stipulation;
- 10 (b) Enter judgment awarding declaratory and injunctive relief enjoining the
11 Tapia Parties from pumping any groundwater from the Basin until: (i) the
12 Tapia Parties submit an application for New Production, and (ii) the Tapia
13 Parties install meters on all wells that are compliant with the Judgment and
14 all applicable Watermaster Rules and Regulations; and
- 15 (c) Enter judgment in favor of the Watermaster for all attorneys' fees and costs
16 incurred by the Watermaster in relation to the Motion and enforcement of
17 this Stipulation.

18
19 Date: _____

20 **HON. JACK KOMAR**

Subject: RE: AV Watermaster v. Tapia
Date: Monday, October 25, 2021 at 11:15:00 AM Pacific Daylight Time
From: Robert H Brumfield
To: Craig A. Parton
CC: Serena Bravo, Cameron Goodman
Attachments: image001.jpg

Craig,

The Tapia's have agreed to purchase water from a third party (Ted Chester's client, Bruce Burrows) that will cover both 2018 and 2019 RWA's. Sounds like what we did for my client, Becky Derrick a few years ago.

I am confirming with Ted (and just left him a message).

Let me know from your end what we need to do to get this moving forward.

Thanks.

Very Truly Yours,

Robert H. Brumfield, III
Law Offices of Robert H. Brumfield
A Professional Corporation
1810 Westwind Drive, Suite 100
Bakersfield, CA 93301
Tele (661) 316-3010 | Fax (661) 885-6090
-and-
325 Old Mammoth Road, A1
P.O. Box 146
Mammoth Lakes, CA 93546
Tele (760) 914-4960 | Fax (661) 885-6090

www.brumfieldlawgroup.com

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Please consider the environment before printing this e-mail.

From: Robert H Brumfield
Sent: Friday, October 22, 2021 3:05 PM

EXHIBIT 12

Subject: AV Watermaster v. Tapia
Date: Tuesday, October 26, 2021 at 9:43:43 AM Pacific Daylight Time
From: Craig A. Parton
To: Robert H Brumfield, Serena Bravo
CC: Cameron Goodman
Attachments: image001.jpg

Bob:

Subject to consideration by the Board and the Watermaster Engineer, which will not occur until this Wednesday's closed session, your proposal below sounds potentially feasible under the following conditions:

1. The requirement in Paragraph 4.2 of the initial draft of the Stipulation (requiring payment of monetary RWAs by a date certain), would be replaced with a provision that the Tapia Parties (hereinafter "Tapia") shall obtain Watermaster approval of the proposed transfer, and consummate the transaction, by a date certain in order to meet its Replacement Obligations.
2. Tapia would remain subject to the provisions in Paragraphs 4.b and 4.c to (a) pay all past-due Administrative Assessments, and (b) submit a New Production application if they plan to continue producing groundwater from the Basin (NOTE: if Tapia no longer intends to produce groundwater, then we will need to include provisions requiring destruction of all wells on the property in accordance with the Watermaster Rules and Regulations).
3. We need your clients to provide the name(s) of the current trustee(s) of the trust, and all beneficiaries and other persons who claim any interest in the subject property and the water rights therein.
4. We need your feedback on any other terms of the draft Stipulation so that we can move this forward when we discuss with the Board during closed session tomorrow.

Please provide your response as soon as possible, and in no event later than tomorrow's (Wednesday) Board meeting....Craig



Craig A. Parton
Price Postel & Parma LLP
200 E Carrillo Street, Suite 400
Santa Barbara, CA 93101
T: 805.962.0011 (Main);

Subject: RE: AV Watermaster v. Tapia
Date: Tuesday, October 26, 2021 at 11:35:00 AM Pacific Daylight Time
From: Robert H Brumfield
To: Craig A. Parton
CC: Cameron Goodman, Serena Bravo
Attachments: image001.jpg

Hi, Craig. I did confirm with Ted Chester re the purchase of 441 acre feet and he is drafting the agreement between my clients and his.

On your questions:

1. The changes to 4.2 are agreeable. But, I don't see why the Tapis Bros. corporation is included. It seems to me that only the landowners will be included.
2. This is agreeable. I do not currently know the long-term intentions re water use.
3. I will try to get the trustee's names and/or the current owners if the property interests were indeed transferred out of the trusts (which is what I understand had happened).
4. I will carve out time this afternoon to look at the balance of the proposed stipulation.

Very Truly Yours,

Robert H. Brumfield, III
Law Offices of Robert H. Brumfield
A Professional Corporation
1810 Westwind Drive, Suite 100
Bakersfield, CA 93301
Tele (661) 316-3010 | Fax (661) 885-6090
-and-
325 Old Mammoth Road, A1
P.O. Box 146
Mammoth Lakes, CA 93546
Tele (760) 914-4960 | Fax (661) 885-6090

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Please consider the environment before printing this e-mail.

From: Craig A. Parton <cparton@ppplaw.com>
Sent: Tuesday, October 26, 2021 9:44 AM

EXHIBIT 14

Subject: AV Watermaster v. Tapia
Date: Tuesday, October 26, 2021 at 12:08:11 PM Pacific Daylight Time
From: Craig A. Parton
To: Robert H Brumfield, Serena Bravo
CC: Cameron Goodman
Attachments: image001.jpg

Bob: See our comments in red below.....Craig



PRICE, POSTEL & PARMA LLP

Craig A. Parton
Price Postel & Parma LLP
200 E Carrillo Street, Suite 400
Santa Barbara, CA 93101
T: 805.962.0011 (Main);
T: 805.882-9822 (Direct)
F: 805.965.3978
E: cap@ppplaw.com
Website: <http://ppplaw.com>

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From: Robert H Brumfield <bob@brumfieldlawgroup.com>
Sent: Tuesday, October 26, 2021 11:36 AM
To: Craig A. Parton <Cparton@ppplaw.com>
Cc: Cameron Goodman <cgoodman@ppplaw.com>; Serena Bravo <serena@brumfieldlawgroup.com>
Subject: RE: AV Watermaster v. Tapia

Hi, Craig. I did confirm with Ted Chester re the purchase of 441 acre feet and he is drafting the agreement between my clients and his.

On your questions:

1. The changes to 4.2 are agreeable. But, I don't see why the Tapis Bros. corporation is included. It seems to me that only the landowners will be included. Tapia Bros Inc is listed as a Small Pumper Class Member in the Judgment. Unless they established that SPC status at a different property (which you will need to affirmatively demonstrate), they need to be wrapped into this Stipulation as a Party who uses water from the subject property.
2. This is agreeable. I do not currently know the long-term intentions re water use. If your clients still have "long-term intentions re water use," we will need to incorporate a 1AFY New Production application requirement into the Stip in order to be consistent with how we are

treating similarly situated parties

3. I will try to get the trustee's names and/or the current owners if the property interests were indeed transferred out of the trusts (which is what I understand had happened). We need this information asap in order to proceed with any agreement.
4. I will carve out time this afternoon to look at the balance of the proposed stipulation. Thank you.

Very Truly Yours,

Robert H. Brumfield, III
Law Offices of Robert H. Brumfield
A Professional Corporation
1810 Westwind Drive, Suite 100
Bakersfield, CA 93301
Tele (661) 316-3010 | Fax (661) 885-6090
-and-
325 Old Mammoth Road, A1
P.O. Box 146
Mammoth Lakes, CA 93546
Tele (760) 914-4960 | Fax (661) 885-6090

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Please consider the environment before printing this e-mail.

From: Craig A. Parton <Cparton@ppplaw.com>
Sent: Tuesday, October 26, 2021 9:44 AM
To: Robert H Brumfield <bob@brumfieldlawgroup.com>; Serena Bravo <serena@brumfieldlawgroup.com>
Cc: Cameron Goodman <cgoodman@ppplaw.com>
Subject: AV Watermaster v. Tapia

Bob:

Subject to consideration by the Board and the Watermaster Engineer, which will not occur until this Wednesday's closed session, your proposal below sounds potentially feasible under the following conditions:

1. The requirement in Paragraph 4.2 of the initial draft of the Stipulation (requiring payment of monetary RWAs by a date certain), would be replaced with a provision

Subject: RE: AV Watermaster v. Tapia
Date: Wednesday, October 27, 2021 at 1:28:00 PM Pacific Daylight Time
From: Robert H Brumfield
To: Craig A. Parton, Serena Bravo
CC: Cameron Goodman
Attachments: image001.jpg

Craig,

I am not 100% sure of the ownership at this moment, but can say:

1. On Charles and Nellie Tapia's Trust, the successor trustee (Primo Tapia) thought the property had been distributed. The most recent property tax statement shows otherwise. So, it remains Primo Tapia, Successor Trustee. The beneficiaries are Primo Tapia, Charles Tapia, George Tapia and Steven Tapia.
2. On the Felix and Eulalia Tapia Trust, it is still in trust and the co-trustees are Thomas Tapia and Steven Falchini (who is a CPA in Burbank). That Trust divides its assets in a few different ways. But as to the property in question, the beneficiaries are Thomas Tapia and Felix Tapia.

I still do not understand the Tapia Bros. issue as they own no land in the Antelope Valley. Just another weird inclusion in the Small Pumper Class.

I'd include the 1 acre-foot designation you referenced. But, doesn't a small pumper ger 3 acre-feet/year?

I may have a few other comments to the stipulation, but I am sure that they are not significant based upon a first read.

Very Truly Yours,

Robert H. Brumfield, III
Law Offices of Robert H. Brumfield
A Professional Corporation
1810 Westwind Drive, Suite 100
Bakersfield, CA 93301
Tele (661) 316-3010 | Fax (661) 885-6090
-and-
325 Old Mammoth Road, A1
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Mammoth Lakes, CA 93546
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Subject: Re: AV Watermaster v. Tapia
Date: Friday, October 29, 2021 at 5:47:31 PM Pacific Daylight Time
From: Robert H Brumfield
To: Craig A. Parton
CC: Serena Bravo, Cameron Goodman
Attachments: image001.jpg, image001.jpg, image001.jpg, image001.jpg, image001.jpg, image001.jpg, Stip for Settlement_v2 compare v1.docx, Stip for Settlement_v2.docx

I am still out of town, but adding \$63,000 +/- onto the total water charge is unworkable. The initial \$90,000 offer was all-inclusive. My clients could maybe go to \$150,000 at the most all-inclusive. Not \$150,000 + \$63,000.

Very Truly Yours,

Robert H. Brumfield, III
LAW OFFICES OF ROBERT H. BRUMFIELD
A Professional Corporation
1810 Westwind Drive, Suite 100
Bakersfield, CA 93301
Tele (661) 316-3010 | Fax (661) 885-6090
-and-
325 Old Mammoth Road, Suite A1
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Mammoth Lakes, CA 93546
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Please consider the environment before printing this e-mail.

On Oct 29, 2021, at 11:20 AM, Craig A. Parton <Cparton@ppplaw.com> wrote:

Bob: Attached is a revised draft of the Stipulation and Proposed Order (both clean and redline versions) that incorporates direction from the Board given to me this past Wednesday and correspondence from you this week. The attached draft, therefore, clarifies the parties to the Stipulation and Order, clarifies the amount of accrued interest owed on the delinquent RWAs and other fees and costs owed, and clarifies that the transfer process will address

Subject: AV Watermaster v. Tapia
Date: Friday, October 29, 2021 at 11:20:15 AM Pacific Daylight Time
From: Craig A. Parton
To: Robert H Brumfield, Serena Bravo
CC: Cameron Goodman
Attachments: image001.jpg, Stip for Settlement_v2 compare v1.docx, Stip for Settlement_v2.docx

Bob: Attached is a revised draft of the Stipulation and Proposed Order (both clean and redline versions) that incorporates direction from the Board given to me this past Wednesday and correspondence from you this week. The attached draft, therefore, clarifies the parties to the Stipulation and Order, clarifies the amount of accrued interest owed on the delinquent RWAs and other fees and costs owed, and clarifies that the transfer process will address the RWAs owed for 2018 and 2019.

The accrued interest was calculated as explained on page 8:20-28 through page 9:1-14 of the Motion (section III.B.i). In that section we identify the delinquent property tax rates for Kern County (10%, plus 1.5% per month beginning 12 months after the delinquency date). We then identify the 10% on all RWAs, and the monthly rate in dollars for the 2018 RWAs (it has not been 12 months yet since the 2019 RWAs became delinquent, so we are not collecting the monthly 1.5% on those RWAs). As a note, you should know that the Board is only willing to settle if we collect the accrued interest in addition to accepting the transfer in lieu of RWA monetary payment.....Craig



PRICE, POSTEL & PARMA LLP

Craig A. Parton
Price Postel & Parma LLP
200 E Carrillo Street, Suite 400
Santa Barbara, CA 93101
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T: 805.882-9822 (Direct)
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Website: <http://ppplaw.com>

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From: Robert H Brumfield <bob@brumfieldlawgroup.com>

1 CRAIG A. PARTON, State Bar No. 132759
TIMOTHY E. METZINGER, State Bar No. 145266
2 CAMERON GOODMAN, State Bar No. 307679
PRICE, POSTEL & PARMA LLP
3 200 East Carrillo Street, Fourth Floor
4 Santa Barbara, California 93101
Telephone: (805) 962-0011
5 Facsimile: (805) 965-3978

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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

LASC Case No.: BC 325201

12
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 **STIPULATION AND [PROPOSED]**
17 **ORDER FOR SETTLEMENT OF**
18 **WATERMASTER'S MOTION FOR**
19 **MONETARY, DECLARATORY AND**
20 **INJUNCTIVE RELIEF AGAINST TAPIA**

21
22

AND ALL RELATED ACTIONS

23 Date: November 12, 2021
24 Time: 9:00 a.m.
25 Dept: By Courtcall

26 The Antelope Valley Watermaster (“**Watermaster**”), on the one hand, and *[insert*
27 *name]* Primo Tapia, as Successor Trustee[s] of the Charles and Nellie Tapia Family Trust
28 established u/t/a dated January 12, 1990 (“**C&N Trust**”), Thomas Tapia and Steven
Falchini*[insert name]*, as Co- Trustee[s] of the Felix and Eulalia Tapia Family Trust established
u/t/a dated February 18, 1997 (“**F&E Trust**”), Tapia Bros., Inc., a California corporation (“Tapia
Bros”), *[names of all individual beneficiaries under the C&N Trust and the F&E Trust, and any*
individuals claiming any right to the underlying real property] and Primo Tapia, Charles Tapia,

1 George Tapia, Steven Tapia, Thomas Tapia and Felix Tapia (collectively, the “**Tapia**
2 **Individuals**”, and collectively with C&N Trust and F&E Trust, the “**Tapia Parties**”), on the
3 other, hereby agree and stipulate as follows:

4 1. The Tapia Parties all claim some title, right or interest in and to the real property
5 located in Kern County and identified by Assessor’s Parcel Number 374-020-53-00-6 (the
6 “Property”), and/or the groundwater rights associated therewith.

7 1.2. On or about September 29, 2021, the Watermaster filed a motion against C&N Trust
8 (the “**Motion**”) seeking monetary relief in an amount equal to all delinquent Replacement Water
9 Assessments (“**RWAs**”) owed for groundwater produced on the Property owed by Tapia for in the
10 years 2018 and 2019 in the total amount of \$183,022.68 representing 334 acre-feet for 2018 and
11 98.476 acre-feet for 2019, plus all delinquent Administrative Assessments (“**AAs**”) for the year
12 2019 in the amount of \$492.38, plus accrued interest on the delinquent RWAs, plus attorneys’ fees
13 of \$3,433, and for declaratory and injunctive relief as is necessary to prohibit Tapia-C&N Trust
14 from producing any further groundwater from the Antelope Valley Adjudicated Basin (“**Basin**”)
15 until: (a) all such delinquent RWAs and AAs with interest and fees are paid in full, and (b) Tapia
16 C&N Trust either ceases all further groundwater production or submits an application for New
17 Production and installs meters on all wells.

18 ~~C&N Trust, F&E Trust, Tapia Bros and the Tapia Individuals (collectively, the “Tapia~~
19 ~~Parties”) all claim some title, right or interest in and to the real property located in Kern~~
20 ~~County and identified by Assessor’s Parcel Number 374-020-53-00-6 (the “Property”);~~
21 ~~and/or the groundwater rights associated therewith. The RWAs and AAs set forth in~~
22 ~~Paragraph 1 above relate to groundwater usage on the Property.~~

23 2.3. The Tapia Parties acknowledge and agree that, pursuant to the December 23, 2015
24 Judgment and Physical Solution (“**Judgment**”),¹ because the Property lies within the Basin, the
25 Court has jurisdiction over the Tapia Parties with respect to the Property and the groundwater rights
26
27

28 _____
¹ All capitalized terms not defined herein shall have the same meaning as set forth in the Judgment.

1 associated therewith. The Tapia Parties further acknowledge and agree that they currently have no
2 rights to pump groundwater from the Basin.

3 3.4. In order to settle this matter without further litigation, the parties hereto freely
4 stipulate and agree that:

- 5 (a) By no later than ~~{date}~~December 8, 2021, the Tapia Parties shall ~~pay the~~
6 ~~Watermaster \$[]~~consummate the transfer of a total of
7 432.476 acre-feet of water in full satisfaction of ~~the~~ delinquent RWAs owed
8 by the Tapia Parties for the years 2018 and 2019 pursuant to the Judgment
9 and Watermaster Rules & Regulations Section 13.c.vii.
- 10 (b) By no later than ~~{date}~~December 8, 2021, the Tapia Parties shall pay the
11 Watermaster \$492.38; in full satisfaction of delinquent AAs owed by the
12 Tapia Parties for the year 2019, plus \$59,885.27 in full satisfaction of interest
13 owed by the Tapia Parties on the delinquent RWAs for 2018 and 2019, plus
14 \$3,433 in full satisfaction of the Watermaster's attorneys' fees and costs
15 incurred in relation to the Motion, for a total amount of \$63,810.65.
- 16 (c) The Tapia Parties shall immediately cease pumping any groundwater from
17 the ~~Basin~~Property, and shall not pump any groundwater from the ~~Basin~~
18 Property until: (i) they submit an application for New Production, and (ii)
19 they install meters on all wells located on the Property that are compliant
20 with the Judgment and all applicable Watermaster Rules and Regulations. In
21 the event the Tapia Parties claim no further intent to pump groundwater from
22 the Property, the Tapia Parties shall submit documentation in accordance
23 with the Watermaster Rules & Regulations demonstrating that all wells on
24 the Property have been de-commissioned and the pumps de-equipped.

25 4.5. The Tapia Parties shall be jointly and severally liable for the obligations imposed
26 upon the Tapia Parties in Paragraphs 4(a) – (c) above. Failure by the Tapia Parties to ~~make any~~
27 ~~payments on time pursuant to Paragraphs 4(a) and 4(b) above, and/or the pumping of groundwater~~
28 ~~from the Basin by the Tapia Parties in violation of~~timely comply with any of Paragraphs 4(a) – (c)

1 above, shall constitute a material breach of this Stipulation and grounds for enforcement pursuant to
2 Paragraph 7 below.

3 5.6. The Watermaster agrees that if the Tapia Parties fully perform as set forth in
4 Paragraphs 4(a) and 4(b) above, the Watermaster shall forever waive any claims it has or may have
5 in the future with respect to collection of delinquent RWAs for 2018 and 2019, delinquent AAs for
6 2019, interest thereon, and/or attorneys' fees and costs related to collection thereof.

7 6.7. If the Tapia Parties fail to perform as agreed in Paragraphs 4 above, the parties
8 hereto authorize the Court, upon an ex parte application submitted by Plaintiff, with forty-eight (48)
9 hours' notice to the Tapia Parties, supported by a declaration setting forth the nature and extent of
10 the Tapia Parties' noncompliance, to:

11 (a) Enter judgment in favor of the Watermaster for monetary relief in the amount
12 of all ~~amounts delinquent RWAs~~ not timely ~~paid-satisfied~~ in accordance with
13 Paragraphs 4(a) ~~above, plus all other amounts not timely paid in accordance~~
14 with Paragraph ~~and~~ 4(b) above;

15 (b) Enter judgment awarding declaratory and injunctive relief enjoining the
16 Tapia Parties from pumping any groundwater from the Basin-Property until:
17 (i) the Tapia Parties submit an application for New Production, and (ii) the
18 Tapia Parties install meters on all wells that are compliant with the Judgment
19 and all applicable Watermaster Rules and Regulations; and

20 (c) Enter judgment in favor of the Watermaster for all attorneys' fees and costs
21 incurred by the Watermaster in relation to ~~the Motion and~~ enforcement of
22 this Stipulation.

23 7.8. Except as otherwise provided in this Stipulation, the parties hereto shall bear their
24 own fees and costs associated with the Motion and entering into this Stipulation.

25 8.9. The Tapia Parties each expressly acknowledge and agree that they have had a
26 reasonable opportunity to discuss this matter and specifically this Stipulation with Robert H.
27 Brumfield, who represents all of the Tapia Parties in this matter. The Tapia Parties acknowledge
28 that they enter into this Stipulation freely, knowingly, and voluntarily to settle the matters set forth

1 herein without further litigation. The Tapia Parties acknowledge that they have read this Stipulation
2 in its entirety and fully understand its terms and consequences.

3 9.10. The parties agree that the above-entitled court retains jurisdiction to enforce the
4 terms of this Stipulation and that this Stipulation is enforceable pursuant to Code of Civil Procedure
5 sections 664.6.

6 10.11. The parties agree that this Stipulation may be executed in counterparts, and
7 execution by facsimile shall be acceptable as an original.

8 *[Signatures on following page]*

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1 THE PARTIES HEREBY AGREE & STIPULATE TO THE ABOVE.

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3 Date: _____

Antelope Valley Watermaster

By: Robert Parris, Board Chairperson

4

5

6 Date: _____

**Charles and Nellie Tapia Family Trust
established u/t/a dated January 12, 1990**

By: _____, Primo Tapia, Successor
Trustee

7

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11 Date: _____

**Felix and Eulalia Tapia Family Trust
established u/t/a dated February 18, 1997**

By: Thomas Tapia and Steven
Falchini, Co-Trustees

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15 Date: _____

Tapia Bros., Inc., a California corporation

By: Thomas Tapia, President/CEO

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18 Date: _____

By: Primo Tapia*{name of Tapia individual}*

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21 Date: _____

By: Charles Tapia*{name of Tapia individual}*

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24 Date: _____

By: George Tapia*{name of Tapia individual}*

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27 Date: _____

By: Steven Tapia

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30 Date: _____

By: Thomas Tapia

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33 Date: _____

By: Felix Tapia

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4 **APPROVED AS TO FORM:**

5 Date: _____

6 _____
PRICE, POSTEL & PARMA LLP

7 By Craig A. Parton
8 Attorneys for Watermaster

9 Date: _____

10 _____
By Robert H. Brumfield

11 Attorney for Tapia Parties
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1 [PROPOSED] ORDER

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3 IT IS HEREBY ORDERED THAT:

- 4 1. The Tapia Parties are to adhere to the terms of this Stipulation;
- 5 2. If the Tapia Parties fail to adhere to the terms of this Stipulation, then upon ex parte
- 6 application by the Watermaster, and good cause shown, the Court will:

7 (a) Enter judgment in favor of the Watermaster for monetary relief in the amount

8 of all delinquent RWAs not timely satisfied in accordance with Paragraph

9 4(a) above, plus all other amounts not timely paid in accordance with

10 Paragraph 4(b) above;

11 (b) Enter judgment awarding declaratory and injunctive relief enjoining the

12 Tapia Parties from pumping any groundwater from the Property until: (i) the

13 Tapia Parties submit an application for New Production, and (ii) the Tapia

14 Parties install meters on all wells that are compliant with the Judgment and

15 all applicable Watermaster Rules and Regulations; and

16 (c) Enter judgment in favor of the Watermaster for all attorneys' fees and costs

17 incurred by the Watermaster in relation to enforcement of this Stipulation.

18 ~~(a) — Enter judgment in favor of the Watermaster for all amounts not timely paid in~~

19 ~~accordance with Paragraphs 4(a) and 4(b) of this Stipulation;~~

20 ~~(b) — Enter judgment awarding declaratory and injunctive relief enjoining the~~

21 ~~Tapia Parties from pumping any groundwater from the Basin until: (i) the~~

22 ~~Tapia Parties submit an application for New Production, and (ii) the Tapia~~

23 ~~Parties install meters on all wells that are compliant with the Judgment and~~

24 ~~all applicable Watermaster Rules and Regulations; and~~

25 ~~(c) — Enter judgment in favor of the Watermaster for all attorneys' fees and costs~~

26 ~~incurred by the Watermaster in relation to the Motion and enforcement of~~

27 ~~this Stipulation.~~

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Date: _____

HON. JACK KOMAR

Subject: Watermaster v. Tapia

Date: Thursday, November 4, 2021 at 9:06:14 AM Pacific Daylight Time

From: Robert H Brumfield

To: Craig A. Parton

CC: Cameron Goodman

Good morning Craig. We still want to work this out and I am working on the money end of things but my client is tapped out at \$160,000 and Burrows has not indicated any willingness to finance anything as yet.

Proceeding with your motion really doesn't do you any good as you've only named the Charles and Nelly Tapia trust as the responding party as it only owns 50% of the land and has no money. It seems as though if you wanted to proceed you would need to amend your motion and also add the other trust and possibly Tapia Brothers as they are the ones that pumped all of the water as shown on the electrical billing statements which are all in that corporation's name. I confirmed that continues to this day in regards to the billing statements.

I would suggest that this hearing is continued as well to the same day as the Zamrzlas as I am pretty confident that we can come to some sort of stipulation by that time.

Let me know.

Very Truly Yours,

Robert H. Brumfield, III
LAW OFFICES OF ROBERT H. BRUMFIELD
A Professional Corporation
1810 Westwind Drive, Suite 100
Bakersfield, CA 93301
Tele (661) 316-3010 | Fax (661) 885-6090
-and-
325 Old Mammoth Road, Suite A1
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Mammoth Lakes, CA 93546
Tele (760) 914-4960 | Fax (661) 885-6090
www.brumfieldlawgroup.com

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Please consider the environment before printing this e-mail.

Robert H Brumfield

From: Robert H Brumfield
Sent: Thursday, November 18, 2021 1:58 PM
To: Craig A. Parton
Cc: Serena Bravo; Cameron Goodman
Subject: Re: Request for a Continuance
Attachments: image001.jpg; Watermaster v. Tapia; RE: AV Watermaster v. Tapia

While I totally disagree with your response as the only people who should be involved are the landowners and perhaps the entity that pumped water, and your inclusion of a bunch of individuals who you have no basis to add is clearly frivolous, can't we just resolve this?

My clients only have about \$160,000 collectively to wrap this matter up. Do you want money or do you want absolutely nothing as an uncollectible court order? I just don't understand the logic of not wanting to wrap something up within peoples means.

I will go ahead and file the request for continuance as adding eight parties from one is a significant difference. I will have my assistant upload that shortly.

In the meantime, can't we deal with reality and get this done?

Bob Brumfield

On Nov 18, 2021, at 1:31 PM, Craig A. Parton <Cparton@ppplaw.com> wrote:

Bob:

This is in response to your request for a continuance.....

We initially filed a first amended motion in response to your email of November 4, 2021 (attached), in which you stated that the original motion did not name all necessary parties because the Charles and Nellie Tapia Trust only owns 50% of the land and has no money. You specifically stated that we should add the other ownership Trust as well as the Tapia Brothers because they are allegedly the ones that pumped all the water.

In an email dated October 27, 2021 (attached), in response to our request that you provide the names of the current trustees of the trusts and all beneficiaries and other persons who claim any interest in the subject property and the water rights therein, you provided us with the names of each of the individual defendants named in our first amended motion.

In short, we named the parties in the first amended motion specifically because you indicated it was necessary in order for the Watermaster to obtain the relief being requested, and in reliance on your assertion that at least one of the ownership trusts may have been distributed to its beneficiaries.

As General Counsel to the Watermaster tasked with collecting delinquent RWAs, it is our obligation to ensure that all potentially liable parties are named in our motion to enforce the Judgment. As such, we must keep the parties named in the first amended motion until you present evidence to the Court sufficient to demonstrate that the beneficiaries, in their individual capacities, have no present claim or interest in and to the property and the water rights therein. You are free to present this evidence in your opposition. If the judge agrees with you that the other parties named in the motion either (a) were not properly served, and/or (b) are not liable for the relief requested, then that can be determined at the hearing. A continuance is not necessary for this purpose, and sanctions are clearly not appropriate given our reliance on your representations.....Regards, Craig

Craig A. Parton
Price Postel & Parma LLP
200 E Carrillo Street, Suite 400
Santa Barbara, CA 93101
T: 805.962.0011 (Main);
T: 805.882-9822 (Direct)
F: 805.965.3978
E: cap@ppplaw.com
Website: <http://ppplaw.com>

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Robert H Brumfield

From: Robert H Brumfield
Sent: Monday, November 22, 2021 9:54 AM
To: Craig A. Parton
Cc: Cameron Goodman (cgoodman@ppplaw.com)
Subject: Tapia adv. Watermaster

Good morning, Craig. I reviewed the Kern County Recorder's and Assessor's websites over the weekend and it is evident that the real property where the pumping occurred (APN 374-020-53) remains owned 50% each by the Charles and Nellie Tapia Family Trust established u/t/a dated January 12, 1990 and the Felix and Eulalia Tapia Family Trust established u/t/a dated February 18, 1997. While affidavits of death of the original trustee's were recorded reflecting Primo Tapia as successor trustee of the C&N Trust and Thomas Tapia as successor co-trustee (and while not reflected in the one recorded Kern County affidavit, Steven Faichini, CPA is a co-trustee) of the F&E Trust, there are no deeds recorded transferring the farm property to any beneficiary. The trusts own the land and the well to this day.

So, again, I am requesting that you drop from the motion the 6 named individuals (i.e., Primo Tapia, Charles Tapia, George Tapia, Steven Tapia, Thomas Tapia and Felix Tapia). It is one thing to name those 6 in the stipulation to bind them to the future obligations of the settlement but it's quite another to claim personal liability against them.

As a further issue, I do not see any basis at all for the claim of personal liability. I am requesting that such be dropped as well.

Please advise. Thank you.

Very Truly Yours,

Robert H. Brumfield, III
Law Offices of Robert H. Brumfield
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1810 Westwind Drive, Suite 100
Bakersfield, CA 93301
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-and-
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