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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))

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

Judicial Council Coordination
Proceeding No. 4408

LASC Case No.: BC 325201

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

Assigned for all purposes to:
Hon. Jack Komar

**ANTELOPE VALLEY WATERMASTER'S
NOTICE OF MOTION AND MOTION
FOR MONETARY, DECLARATORY AND
INJUNCTIVE RELIEF AGAINST
ANNETTE MOORE AND BENNIE E.
MOORE; MEMORANDUM OF POINTS
AND AUTHORITIES; DECLARATIONS
OF CRAIG A. PARTON AND PATRICIA
ROSE IN SUPPORT THEREOF;
EXHIBITS 1-5; PROPOSED ORDER**

22 _____
23 **AND ALL RELATED ACTIONS**
24 _____

Date: TBD
Time: TBD
Dept: By Courtcall

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

27 **PLEASE TAKE NOTICE** that on a date and time to be determined, or as soon thereafter
28 as this matter may be heard by telephonic appearance via Courtcall, and pursuant to the December

1 23, 2015 Judgment and Physical Solution entered in the above-captioned Antelope Valley
2 Groundwater Adjudication, the Antelope Valley Watermaster (“**Watermaster**”) will, and hereby
3 does, move this Court (“**Motion**”) for an order awarding monetary, declaratory and injunctive relief
4 in favor of the Watermaster and against Respondents Annette Moore and Bennie E. Moore
5 (collectively, “**Respondents**”) as follows: (1) payment of all delinquent Replacement Water
6 Assessments (“**RWAs**”) and Administrative Assessments (“**AAs**”, and collectively with RWAs,
7 “**Assessments**”), plus accrued interest and attorneys’ fees and costs; and (2) for such declaratory and
8 injunctive relief as is necessary to enjoin Respondents, their agents, representatives, employees,
9 contractors and any individuals or entities acting on Respondents’ behalf or under Respondents’
10 direction or supervision, from producing any further groundwater from the Antelope Valley
11 Adjudicated Basin until Respondents: (a) submit Annual Water Production Reports for years 2016
12 through 2023; (b) pay to the Watermaster all delinquent Assessments, interest thereon and attorneys’
13 fees and costs; (c) install Watermaster Engineer-approved water flow meter(s) on Respondents’
14 well(s); and (d) submit, and the Watermaster approves, an Application for New Production.

15 This Motion is based on this Notice, the Motion, the Memorandum of Points and Authorities,
16 the Declarations of Craig A. Parton and Patricia Rose, the Court’s records and files in this action,
17 and upon such other and further evidence and arguments as may be presented prior to or at the time
18 of the hearing on the Motion.

19 Respectfully submitted,

20 Dated: October 28, 2024

PRICE, POSTEL & PARMA LLP


21
22 By: 
23 CRAIG A. PARTON
24 CAMERON GOODMAN
25 JEFF F. TCHAKAROV
26 Attorneys for
27 Antelope Valley Watermaster
28

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 The Antelope Valley Watermaster (“**Watermaster**”) is charged with administering the
4 December 23, 2015 Judgment and Physical Solution (“**Judgment**”) entered in this case. The
5 Watermaster’s duties under the Judgment include, among other responsibilities, the levying and
6 collection of Administrative Assessments (“**AAs**”) and Replacement Water Assessments (“**RWAs**,”
7 and collectively with **AAs**, “**Assessments**”).

8 Respondents Annette Moore and Bennie E. Moore (collectively, “**Respondents**”) are among
9 the group of Non-Appearing Parties listed on **Exhibits B** and **D** to the Judgment. As such,
10 Respondents are the same as defaulted parties which have no water rights pursuant to the Judgment.
11 Nevertheless, Respondents have been illegally producing and selling water derived from the
12 Antelope Valley Adjudicated Basin (“**Basin**”) without paying any Assessments for multiple years.

13 Assessments, and RWAs in particular, enable the Watermaster to purchase water from other
14 sources to replace the groundwater produced by parties such as Respondents, who have no right to
15 pump groundwater from the Basin, thereby mitigating the harm to the Basin caused by such
16 production. Judgment (Ex. A at ¶ 9.2). The Judgment provides that the Court “retains and reserves
17 full jurisdiction, power and authority for the purpose of enabling the Court, upon a motion of a Party
18 or Parties . . . to make such further or supplemental order or directions as may be necessary or
19 appropriate to interpret, enforce, administer or carry out this Judgment” *Id.* at ¶ 6.5.

20 Despite general counsel’s repeated and well-documented attempts over several years to
21 convince Respondents that they must satisfy their obligations pursuant to the Judgment by, *inter*
22 *alia*, paying all delinquent Assessments for past illegal water production and submitting an
23 Application for New Production going forward, Respondents have refused to comply and continue
24 to blatantly violate the Judgment.

25 Accordingly, for the reasons set forth in more detail below, the Watermaster respectfully
26 requests monetary relief against Respondents for delinquent Assessments for years 2016 through
27 2023, plus accrued interest and attorneys’ fees and costs. The Watermaster further requests
28 declaratory and injunctive relief as is necessary to prevent Respondents, their agents, representatives,

1 employees, contractors and any individuals or entities acting on Respondents' behalf or under
2 Respondents' direction or supervision from producing any further groundwater from the Basin until
3 Respondents: (i) submit Annual Water Production Reports for years 2016 through 2023; (ii) pay to
4 the Watermaster all delinquent Assessments, interest thereon and attorneys' fees; (iii) install
5 Watermaster Engineer-approved water flow meters on all wells at the subject real property; and (iv)
6 submit, and the Watermaster approves, an Application for New Production.

7 Any further delay in granting the relief requested herein will only exacerbate the harm to the
8 Basin, which has already been caused by Respondents' refusal to comply with the Judgment.

9 **II. STATEMENT OF FACTS**

10 The Judgment entered in the above-captioned Antelope Valley Groundwater Adjudication
11 resolved with finality the claims of a large number of parties ("**Party**" or "**Parties**") representing
12 the majority of the groundwater production in the Basin. The Judgment is binding on all Parties
13 served or appearing in the Action, including without limitation, those Parties which: (i) stipulated to
14 the Judgment; (ii) were subject to prior settlements and judgments of this Court; (iii) were defaulted;
15 or (iv) failed to answer or otherwise appear in the Action. Judgment (¶ 3(h); Ex. A at 1:6-9). Also
16 subject to the Judgment is all real property owned by the parties to the Action and located within the
17 Basin. *Id.* at ¶ 5.

18 The Watermaster is charged with levying and collecting RWAs for the purpose of paying all
19 costs related to Replacement Water necessary to replace all water produced in excess of any Party's
20 Production Rights. Judgment (Ex. A at ¶¶ 3.5.41, 7.3, 9.2). "The amount of the [RWA] shall be the
21 amount of such excess Production multiplied by the cost to the Watermaster of Replacement Water,
22 including any Watermaster spreading costs." *Id.* at ¶ 9.2. The RWA rate is expressed in dollars per
23 acre-foot, and is multiplied by the Replacement Obligation (in acre-feet) to determine a Party's total
24 RWA.

25 Respondents own real property located within the Basin, associated with Los Angeles
26 County Assessor's Parcel Number 3278-019-017, and commonly known as 24825 Lancaster Road,
27 Lancaster, CA 93536 ("**Property**"). Respondents appeared in the Action, filed an Answer on or
28 about September 3, 2014 (Dkt. No. 9215), and then failed to appear at any part of the trial. As a

1 result, Respondents are listed on **Exhibits B and D** to the Judgment as “Non-Appearing Parties.”
2 Judgment (Exs. B and D); Declaration of Patricia Rose (“Rose Decl.”) at ¶ 2.

3 By the terms of the Judgment, Respondents’ water rights, if any, are subject to prescription
4 by the Public Water Supplier entities identified on pages 1 and 2 of the Judgment. That section
5 provides as follows: “The following entities are awarded prescriptive rights from the native safe
6 yield against the Tapia parties, defaulted parties identified in Exhibit 1 to the Physical Solution, and
7 parties who did not appear at trial identified in Exhibit B attached hereto, in the following amounts
8” Judgment ¶ 3(b) (emphasis added). The Judgment goes on to state as follows at page 3: “All
9 defendants or cross-defendants who failed to appear in any of these coordinated and consolidated
10 cases are bound by the Physical Solution and their overlying rights, if any, are subject to the
11 prescriptive rights of the Public Water Suppliers. A list of the parties who failed to appear is
12 attached hereto as Exhibit D.” *Id.* at ¶ 3(h) (emphasis added).

13 Because Respondents are among the group of Non-Appearing Parties who failed to vindicate
14 their water rights through the Action, they are to be treated the same as defaulted Parties which have
15 no water rights pursuant to the Judgment, and thus Respondents’ groundwater production is illegal.
16 Nevertheless, Respondents have openly admitted that they have been producing water from their
17 Property for sale and for eventual use at locations other than their property. Respondent Bennie E.
18 Moore has personally attended meetings of the Watermaster’s court-appointed 5-member board
19 (“**Watermaster Board**”), which are open to the general public, and has repeatedly told Watermaster
20 counsel that he rejects the Watermaster’s legal position concerning his water rights, and that he
21 continues to produce groundwater from the Property for sale and transportation off site and for
22 commercial purposes. Declaration of Craig A. Parton (“Parton Decl.”) ¶ 4-6. During a recent
23 Watermaster Board meeting held on September 25, 2024, Mr. Moore stated to the Watermaster’s
24 general counsel once again that Moore is presently producing groundwater from the Property for
25 commercial sale to parties for use on off-site locations. *Id.* at ¶ 4. General counsel for the
26 Watermaster is also in receipt of a letter dated March 21, 2023 and distributed by Mr. Moore to
27 various parties, in which Mr. Moore advertises an opportunity to lease purported water rights
28 associated with the Property. *Id.* at ¶ 5 (Ex. 3 (Letter re: Water Right Lease Opportunity)).

1 Respondents have even established a web site (<https://www.moswaterstation.com>) openly
2 promoting Respondents' water production and commercial sales enterprise under the name of Mo's
3 Water Station. *Id.* at ¶ 5.

4 Counsel for the Watermaster has sent two separate warning letters to Respondents – one
5 dated March 19, 2021 and another dated March 27, 2023 – explaining that, as Non-Appearing Parties
6 to the Action whose Property is located within the Basin, Respondents are bound by the Judgment,
7 have no water rights with respect to the Property, and are obligated to pay – and the Watermaster is
8 charged with collecting – RWAs for all water Respondents have produced and are continuing to
9 produce from the Basin. Parton Decl. ¶ 3 (Exs. 1 and 2 (Warning Letters to Respondents)). Both
10 letters expressly warned Respondents that the Watermaster intends to seek judicial relief unless
11 Respondents: (i) submit an Application for New Production; (ii) comply with the Watermaster's
12 metering requirements; and (iii) submit Annual Water Production Reports for all years since 2016
13 so that Respondents can be invoiced for any Assessments that may be owed to the Watermaster.
14 *Ibid.* Additionally, counsel for the Watermaster has had several direct conversations with Mr. Moore
15 regarding the illegal water production from the Property and Respondents' obligations pursuant to
16 the Judgment. *Id.* at ¶¶ 4, 6. Watermaster staff have also engaged – to no avail – in email
17 correspondence with Respondents, urging them to take steps necessary to become compliant with
18 the Judgment. Rose Decl. ¶ 3 (Ex. 5 (Email Correspondence with Respondents)). To date,
19 Respondents have failed to report their water production, meter their wells, pay Assessments or
20 submit an Application for New Production. Rose Decl. ¶ 5.

21 In the absence of Annual Water Production Reports for the Property, the Watermaster is
22 unable to determine the amount of water Respondents have illegally produced since entry of the
23 Judgment. Meanwhile, Respondents are admittedly producing and selling water from the Basin
24 without paying any Assessments and are refusing to submit an Application for New Production.
25 Respondents' payment of all delinquent Assessments is essential to the fundamental purpose of the
26 Judgment and Physical Solution: preserving the health of the Basin.

27 For these reasons, the Watermaster respectfully requests monetary, declaratory and
28 injunctive relief against Respondents as set forth in this Motion. Any further delay in Respondents'

1 submission of Annual Water Production Reports and payment of delinquent Assessments will only
2 exacerbate the harm to the Basin which has already been caused by Respondents' illegal water
3 production in blatant defiance of the Judgment.

4 **III. ARGUMENT**

5 The Judgment and the Watermaster's Rules and Regulations ([https://avwatermaster.net/wp-](https://avwatermaster.net/wp-content/uploads/2023/09/RRs-FINAL-FOR-COURT-APPROVAL.pdf)
6 [content/uploads/2023/09/RRs-FINAL-FOR-COURT-APPROVAL.pdf](https://avwatermaster.net/wp-content/uploads/2023/09/RRs-FINAL-FOR-COURT-APPROVAL.pdf)) ("R&Rs") explicitly
7 authorize the Watermaster to bring the instant Motion to collect delinquent Assessments, together
8 with interest thereon, attorneys' fees and costs. "Any assessment which becomes delinquent, as
9 defined by rules and regulations promulgated by the Watermaster shall bear interest at the then
10 current real property tax delinquency rate for the county in which the property of the delinquent
11 Party is located." Judgment (Ex. A at ¶ 18.4.12). "The delinquent assessment, together with interest
12 thereon, costs of suit, attorneys' fees and reasonable costs of collection, may be collected pursuant
13 to . . . motion by the Watermaster giving notice to the delinquent Party only . . . [or] such other
14 lawful proceeding as may be instituted by the Watermaster or the Court." *Ibid.*; *see also* R&Rs §
15 19.g. ("Watermaster may recover delinquent assessments [including AAs and RWAs], together with
16 interest thereon plus costs of suit, attorneys' fees and reasonable costs of collection, by filing a
17 motion with the Court to enforce the terms of the Judgment pursuant to Code of Civil Procedure
18 section 664.6."). "The Watermaster shall also have the ability to seek to enjoin Production of those
19 Parties . . . who do not pay assessments pursuant to this Judgment." *Ibid.*; *see also* R&Rs § 19.i.
20 ("Any other remedy available to the Watermaster in law or equity may be employed at the discretion
21 of Watermaster to address any circumstance related to management of the Basin in accordance with
22 the Judgment and these R&Rs.").

23 **A. COLLECTION OF DELINQUENT AAS AND RWAS**

24 The Judgment makes clear that the Watermaster has the authority to levy and collect AAs
25 and RWAs pursuant to Paragraphs 9.1 and 9.2, respectively, and is explicitly authorized – and
26 obligated – to impose AAs and RWAs on all Parties producing groundwater from the Basin,
27 including Non-Appearing Parties such as Respondents.

28 ///

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

7 Unfortunately, despite the Watermasters repeated demands that they do so, Respondents
8 have never submitted Annual Water Production Reports for the Property, and therefore the
9 Watermaster is unable at this time to determine both the amount of water Respondents have illegally
10 produced since entry of the Judgment and the amounts of delinquent AAs and RWAs Respondents
11 currently owe to the Watermaster. Meanwhile, Respondents have admitted to producing and selling
12 water from the Basin without paying any Assessments and are refusing to submit an Application for
13 New Production.

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

21 Respondents' obligation to pay all delinquent Assessments and submit an Application for
22 New Production if they desire to continue producing groundwater from the Basin has been
23 communicated to Respondents on numerous occasions, to no avail. The Watermaster's sole remedy
24 to collect these much-needed Assessments and ensure Respondents comply with the Judgment is a
25 Court order for monetary, declaratory and injunctive relief. The Judgment expressly requires
26 Respondents to pay all Assessments in accordance with Watermaster schedules and procedures, and
27 allows the Watermaster to seek an injunction prohibiting Respondents from producing any further
28 groundwater from the Basin until all such delinquent Assessments are paid in full. Despite this clear

1 directive, Respondents continue to produce groundwater from the Basin without paying any
2 Assessments and without seeking New Production authorization. In accordance with its retention
3 of jurisdiction to fully enforce the Judgment, the Court should: (1) compel Respondents to submit
4 Annual Water Production Reports for all years since 2016; (2) order the payment of all delinquent
5 Assessments based on said reports; and (3) enjoin Respondents from producing any additional
6 groundwater from the Basin until: (i) all delinquent Assessments, together with interest, fees and
7 costs thereon, are fully paid; (ii) Respondents meter all wells on the Property; and (iii) Respondents
8 submit, and the Watermaster approves, an Application for New Production.

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

10 The Judgment and the R&Rs explicitly authorize the Watermaster to collect Respondents'
11 delinquent Assessments together with interest thereon (accruing from the due date at the current real
12 property tax delinquency rate for the county in which the property of the delinquent Party is located),
13 costs of suit, attorneys' fees and reasonable costs of collection. Judgment (Ex. A at ¶ 18.4.12); *see*
14 *also* R&Rs § 19.g.

15 **1. Interest**

16 The Property is located in Los Angeles County, where the following penalties are imposed
17 upon delinquent property tax payments: (1) if the first installment payment is delinquent, a 10%
18 penalty is imposed; and (2) if the second installment payment is delinquent, a 10% penalty and a
19 \$10.00 cost is imposed. Parton Decl. ¶¶ 11-12; Cal. Rev. & Tax. Code §§ 2617, 2618, 2621.

20 The Watermaster sends invoices for Assessments to the Parties at different times each year,
21 depending upon when the RWA rates for that year are approved by the Watermaster Board, and
22 depending upon when Watermaster staff finalizes RWA calculations. In each instance, Assessments
23 are due 30 days after the invoice date in a lump sum (rather than in installments), and are assessed a
24 single 10% delinquency penalty thereafter. Rose Decl. ¶ 4.

25 To date, Respondents have failed to pay any Assessments to the Watermaster since entry of
26 the Judgment. Rose Decl. ¶ 5. Therefore, depending on the delinquent Assessment amount owed
27 based on the Annual Water Production Reports to be submitted by Respondents, a 10% penalty
28 should be imposed on Respondents' delinquent Assessments.

1 **2. Attorneys’ Fees and Costs of Collection**

2 Attached to the Declaration of Craig A. Parton as **Exhibit 4** is a compilation of the
3 Watermaster’s billing records from 2021 through 2024, reflecting all legal expenses the Watermaster
4 has incurred in seeking to collect Respondents’ delinquent Assessments, including but not limited
5 to handling Respondents’ failure to reasonably or in good faith respond to any Watermaster efforts
6 to resolve this matter without litigation. The Declaration of Mr. Parton establishes the
7 reasonableness of the fees sought. The procedure for determining reasonable attorneys’ fees
8 normally begins with the “lodestar” (*i.e.*, the reasonable hourly rate) multiplied by the number of
9 hours reasonably expended. *Press v. Lucky Stores, Inc.*, 34 Cal. 3d 311, 322 (1983).

10 **a. Price, Postel & Parma LLP’s Rates Are Reasonable**

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

21 The rates that were charged by PPP for attorney time in this matter ranged from \$270 to \$395
22 per hour. Jeff Tchakarov, an associate of the firm, billed at a rate of \$270 per hour; and Craig A.
23 Parton and Cameron Goodman, partners of the firm, billed at a rate of \$395 per hour. These rates
24 reflect the firm’s public agency rates, which are between 25% and 34% lower than PPP’s customary
25 hourly rates. Parton Decl. ¶ 8. The rates charged by PPP in this matter were fair and reasonable.
26 Parton Decl. ¶ 7-10.

27 ///

28 ///

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

2 The time expended on this case by PPP was reasonable under the circumstances.
3 Respondents have shown continuous obstinance in the face of their clear obligation under the
4 Judgment to pay Assessments for the water they have taken from the Basin and submit an
5 Application for New Production if they wish to continue producing groundwater from the Property.
6 The Watermaster has provided Respondents with every opportunity to pay what they owe, come into
7 compliance with the Judgment by submitting an Application for New Production, and avoid
8 litigation. However, Respondents have refused to come to the table in a meaningful way.

9 The billing entries set forth in **Exhibit 4** attached to Mr. Parton’s Declaration reflect in detail
10 the legal services provided to the Watermaster in this matter.

11 For these reasons, the Watermaster respectfully requests that the Court award attorneys’ fees
12 to the Watermaster in the total amount of **\$15,757.00**, to be updated in the event that a Reply needs
13 to be filed in support of the Motion and/or undersigned counsel needs to appear at a hearing on the
14 Motion.

15 **C. DECLARATORY AND INJUNCTIVE RELIEF**

16 Respondents’ ongoing violation of the Judgment is clear. If Respondents wish to continue
17 pumping groundwater from the Basin, they must submit Annual Water Production Reports for all
18 years since 2016, pay all delinquent Assessments, meter their wells in accordance with the
19 Watermaster Engineer’s requirements, and submit an Application for New Production. Respondents
20 continue to pump groundwater from the Basin, yet refuse to pay any past-due Assessments or seek
21 New Production approval. As such, in accordance with Paragraph 18.4.10 of the Judgment, the
22 Watermaster requests a declaration from this Court that Respondents, their agents, representatives,
23 employees, contractors and any individuals or entities acting on Respondents’ behalf or under
24 Respondents’ direction or supervision are currently, and shall be, prohibited from producing any
25 further groundwater in the Basin until Respondents: (i) submit Annual Water Production Reports
26 since 2016; (ii) pay to the Watermaster all delinquent Assessments, interest thereon and attorneys’
27 fees; (iii) install Watermaster Engineer-approved water flow meters on all wells at the Property; and
28 (iv) submit, and the Court approves, an Application for New Production.

1 **IV. CONCLUSION**

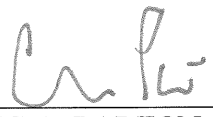
2 For the reasons discussed above, the Watermaster respectfully requests that this Court enter
3 an order: (1) compelling Respondents to submit to the Watermaster Annual Water Production
4 Reports for the Property for all years from 2016 to date and pay all delinquent Assessments, interest
5 and legal fees set forth herein; and (2) enjoining Respondents, their agents, representatives,
6 employees, contractors and any individuals or entities acting on Respondents' behalf or under
7 Respondents' direction or supervision from producing any further groundwater from the Basin until
8 Respondents: (i) submit Annual Water Production Reports since 2016; (ii) pay to the Watermaster
9 all delinquent Assessments, interest thereon and attorneys' fees; (iii) install Watermaster Engineer-
10 approved water flow meters on all wells at the Property; and (iv) submit, and the Watermaster
11 approves, an Application for New Production.

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Respectfully submitted,

Dated: October 28, 2024

PRICE, POSTEL & PARMA LLP

By: 
CRAIG A. PARTON
CAMERON GOODMAN
JEFF F. TCHAKAROV
Attorneys for
Antelope Valley Watermaster

DECLARATION OF CRAIG A. PARTON

I, Craig A. Parton, hereby declare and state as follows:

1. I am a partner in the law firm of Price, Postel & Parma LLP (“PPP”), counsel of record for the Antelope Valley Watermaster (“Watermaster”) herein. I have personal knowledge of the matters set forth below and if called as a witness could testify competently thereto.

2. I have served as the principal attorney responsible for providing general counsel services to the Watermaster since November 2017, and I have been intimately involved in the ongoing dispute with Respondents Annette Moore and Bennie E. Moore (collectively, “Respondents”) related to collection of delinquent Replacement Water Assessments (“RWAs”) and Administrative Assessments (“AAs”, and collectively with RWAs, “Assessments”).

3. Attached hereto as **Exhibits 1 and 2** are true and correct copies of correspondence from my office to Respondents, advising that, as Non-Appearing Parties to the Action whose Property is located within the Basin, Respondents are bound by the December 23, 2015 Judgment and Physical Solution (“Judgment”), have no water rights with respect to the subject real property, and are obligated, among other requirements under the Judgment, to pay Assessments for all water Respondents have produced and are continuing to produce from the Antelope Valley Adjudicated Basin.

4. On several occasions from at least 2018 to the present, before and after monthly Board meetings of the Antelope Valley Watermaster held at the headquarters of the Antelope Valley-East Kern Water Agency located at 6450 W Ave N in Palmdale, California, and as part of such meetings where public comment is allowed, Mr. Bennie Moore presented to me and to the public his erroneous claim that he has rights to produce groundwater in the Antelope Valley adjudicated Basin and that he wanted the public to know he was “licensing” or otherwise selling groundwater and those rights to willing buyers. He told me as recently as September 25, 2024 that he was selling water from his property located in the Antelope Valley Groundwater Basin. I have repeatedly told Mr. Moore personally and in writing that his position under the Judgment in this case is as a defaulted party, that he has no water rights in the Antelope Valley adjudicated Basin and must cease selling or licensing any such non-existent rights, that he needs to file Production Reports covering the period

1 from 2016 to the present, that he must meter his wells, and that any lawful production by Mr. Moore
2 of groundwater from the adjudicated Basin would only be pursuant to a New Production application
3 being approved by the Antelope Valley Watermaster.

4 5. Attached hereto as **Exhibit 3** is a true and correct copy of a letter dated March 21,
5 2023 and distributed by Mr. Moore to various parties, in which Mr. Moore advertises an opportunity
6 to lease purported water rights associated with the subject real property. Respondents have even
7 established a web site (<https://www.moswaterstation.com>) openly promoting Respondents'
8 commercial water production and sales enterprise under the name of Mo's Water Station.

9 6. During the period between 2018 and 2024, I have had several direct conversations
10 with Mr. Moore regarding the illegal water production from the subject real property and
11 Respondents' obligations pursuant to the Judgment.

12 7. Attached hereto as **Exhibit 4** is a true and correct copy of our firm's billing ledger
13 detailing all time entries for fees billed for this matter for the period of time from March 2021
14 through October 2024, which totals \$12,432.00. Additional attorneys' fees in the amount of \$3,325
15 (five hours of partner time at \$395 per hour, and five hours of associate time at \$270 per hour) are
16 estimated for the period of October 2024 through the time of the hearing on the instant Motion.
17 Therefore, the Watermaster seeks a total of **\$15,757.00** in attorneys' fees related to efforts to collect
18 Respondents' delinquent Assessments.

19 8. Throughout PPP's representation of the Watermaster on this matter, the hourly rate
20 billed to the Watermaster reflected PPP's public agency rates. The public agency rates reflect an
21 approximate 25% to 34% reduction in our customary rates.

22 9. Respondents could and should have reported their annual production, paid their
23 delinquent Assessments, and submitted an Application for New Production pursuant to the clear
24 terms of the Judgment rather than delaying the inevitable and flaunting their obligations under the
25 Judgment. The attorneys' fees incurred by the Watermaster in seeking to recover Assessments from
26 Respondents and compel their compliance with the Judgment were necessary in order to protect
27 against the substantial harm that would be caused to the Basin if Respondents were allowed to
28 continue to produce groundwater without monitoring their production, paying these vitally important

1 Assessments so that the Watermaster can purchase water to replenish the Basin, and seeking
2 approval of New Production to ensure any future production does not cause Material Harm to the
3 Basin.

4 10. Additional PPP time has been necessary to evaluate legal options for consideration
5 by the Watermaster Board in collecting Respondents' delinquent Assessments, and also to bring the
6 instant Motion. Further PPP time will be necessary to reply to Respondents' opposition to this
7 Motion, attend the hearing thereon, and subsequently to enforce the monetary and injunctive relief
8 sought herein.

9 11. As set forth in Paragraph 18.4.12 of the Judgment, the Watermaster is authorized to
10 collect interest on delinquent Assessments "at the then current real property tax delinquency rate for
11 the county in which the property of the delinquent Party is located." The real property tax
12 delinquency rates for the Los Angeles County Tax Collector are posted online at
13 <https://tc.lacounty.gov/avoid-penalties-by-understanding-postmarks/>.

14 12. In accordance with California Revenue & Taxation Code Sections 2617, 2618 and
15 2621, the Los Angeles Tax Collector imposes penalties on delinquent real property taxes as follows:
16 (a) if the first installment payment is delinquent, a 10% penalty is imposed; and (b) if the second
17 installment payment is delinquent, a 10% penalty and a \$10 cost is imposed.

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

20
21 Dated: October 28, 2024



CRAIG A. PARTON

DECLARATION OF PATRICIA ROSE

I, Patricia Rose, hereby declare and state as follows:

1. I have personal knowledge of the facts set forth herein, and if called upon to testify thereto, I could and would competently do so under oath. I serve as Secretary to the Board of the Antelope Valley Watermaster ("Watermaster"). I work with Watermaster staff on a daily basis, and I am familiar with the dispute with Respondents Annette Moore and Bennie E. Moore (collectively, "Respondents") and the process whereby Watermaster staff prepares, finalizes, and sends invoices and collects Replacement Water Assessments ("RWAs") and Administrative Assessments ("AAs", and collectively with RWAs, "Assessments").

2. Respondents own real property located within the Basin, associated with APN 3278-019-017, and commonly known as 24825 Lancaster Road, Lancaster, CA 93536 ("Property"). Respondents are listed as "Non-Appearing Parties" on Exhibits B and D to the December 23, 2015 Judgment and Physical Solution ("Judgment") entered in this case.

3. Attached hereto as **Exhibit 5** is a true and correct copy of Watermaster staff correspondence with Respondents, urging Respondents to take steps necessary to become compliant with the Judgment.

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

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1 5. Respondents have never submitted to the Watermaster any Water Production
2 Reports. Respondents have never paid any Assessments to the Watermaster. Respondents do not
3 have any Watermaster Engineer-approved water meters installed at the Property. Respondents have
4 never submitted an Application for New Production.

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

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Dated: October 23, 2024



PATRICIA ROSE

Exhibit 1



PRICE, POSTEL & PARMA LLP

Counsellors at Law

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

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

www.ppplaw.com

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

E-mail: cap@ppplaw.com

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Shereef Moharram
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Arthur R. Gaudi
Cameron Goodman
Emily B. Harrington
Christopher E. Haskell
James H. Hurley, Jr.
Eric P. Hvolbøll
Mark S. Manion
Steven K. McGuire

Our File Number:
23641-1

March 19, 2021

VIA E-MAIL ONLY

Bennie and Annette Moore
24825 West Ave D, Highway 138
Lancaster, CA 93536

bmostractors@aol.com

Re: Pumping of Groundwater from the Antelope Valley Adjudicated Basin

Dear Mr. and Mrs. Moore:

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

Per your email dated January 27, 2021, we understand that you have taken the legal position that you are not bound by the Judgment or subject to the jurisdiction of the Court with respect to the water rights you purport to exercise on your property located at 24825 West Ave D, Highway 138 Lancaster, CA 93536. You purport to have received this property from Union Pacific Railroad (formerly Southern Pacific Railroad), who purportedly received it directly from

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

Bennie and Annette Moore

Re: Pumping of Groundwater from the Antelope Valley Adjudicated Basin

March 19, 2021

Page 2

the Federal government, and therefore you believe your water rights are not subject to the Judgment or the jurisdiction of the Court. As set forth below, we do not agree with your analysis.

As a preliminary matter, you appeared in the adjudication, filed an answer, and then did not appear at any part of the trial. As a result, you are listed on Exhibits B and D to the Judgment. By the terms of the Judgment your water rights, if any, are subject to prescription by the Public Water Supplier entities identified on pages 1 and 2 of the Judgment. That section provides as follows: “The following entities are awarded prescriptive rights from the native safe yield against the Tapia parties, defaulted parties identified in Exhibit 1 to the Physical Solution, and parties who did not appear at trial identified in Exhibit B attached hereto, in the following amounts” (Emphasis added.) The Judgment goes on to state as follows at page 3: “All defendants or cross-defendants who failed to appear in any of these coordinated and consolidated cases are bound by the Physical Solution and their overlying rights, if any, are subject to the prescriptive rights of the Public Water Suppliers. A list of the parties who failed to appear is attached hereto as Exhibit D.” (Emphasis added.)

For these reasons, you have no water rights pursuant to the Judgment or the Physical Solution in this case. You are among a group of non-appearing parties who did not vindicate their water rights through the adjudication, and as such are the same as defaulted parties whose groundwater production can be enjoined. Contrary to your assertions, there are no groundwater rights within the Basin that are excluded from the Judgment or the jurisdiction of the Court. None of the documentation provided in your email indicates otherwise.

Therefore any groundwater you pump from the Basin is in violation of the Judgment. As a result, the Watermaster requires that you submit an application for New Production, install a meter on your well and comply with the Watermaster’s meter documentation requirements, and submit annual groundwater production reports for the years 2016 through 2020. As discussed above, you have no right to pump groundwater from the Basin until the Watermaster approves an application for New Production. Furthermore, because you have failed to comply with the Watermaster’s metering requirements and/or submit any groundwater production reports, you are delinquent in payment of any assessments that you may owe the Watermaster.

This letter is our formal demand that you immediately: (1) submit an application for New Production; (2) comply with the Watermaster’s metering requirements; and (3) submit annual groundwater production reports for 2016 through 2020 so that you can be invoiced for any assessments that may be owed. If you fail to comply with these requirements, the Watermaster will seek all available legal remedies to bring you into compliance with the Judgment, including but not limited to seeking an order that you be enjoined from further groundwater production until you come into compliance. The Watermaster is entitled to recover all attorneys’ fees and costs incurred in this legal process.

Bennie and Annette Moore

Re: Pumping of Groundwater from the Antelope Valley Adjudicated Basin

March 19, 2021

Page 3

Please contact Watermaster Administrative offices at (661) 234-8233, or PO Box 3025, Quartz Hill, CA 93586, or afitzpatrick@avwatermaster.net and prose@avwatermaster.net, within thirty (30) days of the date of this letter so that Watermaster Administrative staff can explain your options and address your groundwater usage in the Basin. If we do not receive a written response from you within thirty (30) days from the date of this letter, the Watermaster will have no choice but to initiate legal proceedings as discussed above.

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

Sincerely,



Craig A. Parton
for PRICE, POSTEL & PARMA LLP

cc: Watermaster Board
Watermaster Engineer
Watermaster Administrative Staff

Exhibit 2



PRICE, POSTEL & PARMA LLP

Counsellors at Law

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

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CAMERON PARK OFFICE

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

March 27, 2023

VIA E-MAIL ONLY

Bennie Moore
3600 Harbor Blvd, Suite 110-470
Oxnard, CA 93035

moswaterstation@aol.com

Re: Advertising of Water Rights Lease Opportunity

Dear Mr. Moore:

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

We are in receipt of a copy of a letter from you that has been distributed to various parties regarding an opportunity to lease purported water rights associated with your property in Lancaster. As you have done in the past, you purport to hold water rights from the Federal government.

As we have explained to you previously, you have no rights to pump groundwater in the Basin except pursuant to the Judgment. You consented to the Court’s jurisdiction and filed an answer, but then did not appear, and are therefore listed on Exhibits B and D to the Judgment.

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

Mr. Bennie Moore

Re: Advertising of Water Rights Lease Opportunity

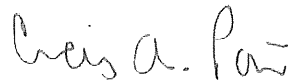
March 27, 2023

Page 2

For these reasons, you have no water rights pursuant to the Judgment or the Physical Solution in this case because you are among a group of non-appearing parties who did not vindicate their water rights through the adjudication, and as such are the same as defaulted parties whose groundwater production can be enjoined. None of the documentation provided in your advertisement indicates otherwise.

Therefore, any groundwater you pump from the Basin is in violation of the Judgment. As a result, any purported pumping of groundwater from the Basin by you or a lessee is in violation of the Judgment, and will be subject to legal action by the Watermaster for monetary, declaratory and injunctive relief. If you produce groundwater from your property currently or in the past, you are required to submit annual groundwater production reports for all years since 2016, and further must submit an application for New Production if you intend to continue producing groundwater. We expect that you will cease and desist from further advertising a lease of water rights that you do not possess.

Sincerely,



Craig A. Parton
for PRICE, POSTEL & PARMA LLP

cc: Watermaster Board
Watermaster Engineer
Watermaster Administrative Staff

Exhibit 3

March 21, 2023

Subject: Water Right Lease Opportunity in Lancaster, California

I hope this email finds you and your company doing well. We are writing to inform you that we possess a water right that is documented with the Bureau of Land Management (BLM), an agency within the United States Department of Interior that is responsible for administering federal lands. Our water rights are situated in Lancaster, California, which is in the Antelope Valley and part of Los Angeles County, located one hour and fifteen minutes from downtown Los Angeles.

The water right we possess is signed by the President of the United States and is marked as a permanent fixture. We have recorded documentation that validates our claims. Our water rights are available for lease, whether for a long or short term. We believe that this information may be of interest to your company, and we are happy to provide additional details upon your request.

Our water right is unique and highly reliable in Southern California. It is located in a consistent water supply area because of the aquifer underneath our land. With this water right, there are no limits, and it can be moved or sold to other properties, which is documented through an act of congress. Our water supply comes from wells, and we can add more wells as required.

We would be thrilled to discuss more about our water rights and answer any questions you may have. We have attached documentation from the Bureau of Land Management, including full prints of the patent and documented maps and surveys, demonstrating the authenticity of our claims. Please note that there are only about two million similar rights of this type in the United States of America, and Southern Pacific Railroad granted very few properties with clean-cut deeds like ours.

Thank you for your attention to this matter, and please don't hesitate to contact us if you need further information.

Sincerely,

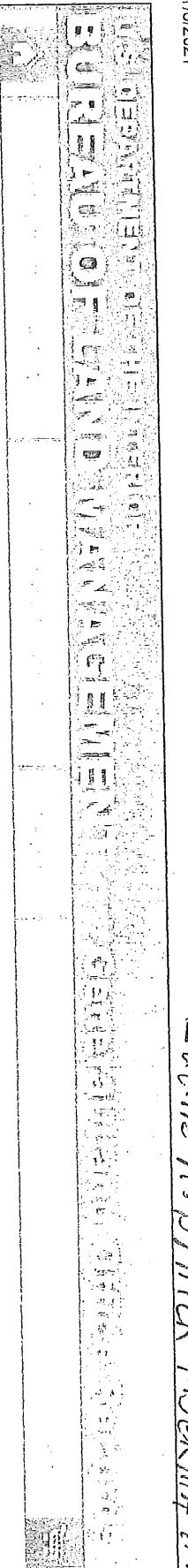
Bennie Moore

(661)492-6150

moswaterstation@aol.com

3600 Harbor Blvd Suite 110-470
Oxnard, CA 93035

Eddie H. Bitick + Bertha H. Bitick



Search Documents Patent Details

Accession Nr: CACAAA 072772 Document Type: Serial Patent State: California Issue Date: 11/28/1894 Cancelled: NO

Note: This record has not been checked against the legal land patent. We do not have an electronic image for this document.

Patent Details Patent Image Related Documents

Names On Document

SOUTHERN PACIFIC RAILROAD CO

Miscellaneous Information

Land Office: Assigned For Automation

US Reservations: NO

Mineral Reservations: No

Tribe: ---

Militia: ---

State In Favor Of: ---

Authority: July 27, 1865: Grant RR-Atlantic and Pacific (14 Stat. 292)

General Remarks: ---

Military Rank: ---

Document Numbers

Document Nr: 27

Misc. Doc. Nr: ---

BLM Serial Nr: CACAAA 072772

Indian Allot. Nr: ---

Coal Entry Nr: ---

Survey Information

Total Acres: 31177.97

Survey Date: ---

Geographic Name: ---

Meters/Bounds: NO

*PROPERTY Address
24715 Lancaster Road
LANCASTER CALIF. 93586*

Land Descriptions

Map	State	Meridian	Twp - Rng	Allquots	Section	Survey #	County
<input type="checkbox"/>	CA	San Bernardino	001N - 009E	10%	33		San Bernardino
<input type="checkbox"/>	CA	San Bernardino	001N - 009E	50%	33		San Bernardino
<input type="checkbox"/>	CA	San Bernardino	004N - 001W	50%	7		San Bernardino
<input type="checkbox"/>	CA	San Bernardino	004N - 001W	50%	7		San Bernardino
<input type="checkbox"/>	CA	San Bernardino	004N - 001W	50%	17		San Bernardino
<input type="checkbox"/>	CA	San Bernardino	004N - 001W	50%	19		San Bernardino

Property in question
Land Patent in type.

manners prescribed by the said Act of July 27, 1866 and accepted by the President And Whereas the following tracts have been selected under the Acts aforesaid by the duly authorized land Agent of the said Southern Pacific Railroad Company, as shown by his original lists of sections approved by the local officers and on file on the office. ——— And Whereas the said tracts of land lie coterminal to the constructed line of road, and are particularly described as follows, to wit:

PAGE 3

North of base lined West of San Bernardino

————— Meridian California —————

Township Four Range One

The Southern half of the North East quarter, the fractional South half of the North West quarter and the fractional South half of section seven, containing four hundred and eighty acres and six hundredths of an acre. All of section seventeen containing six hundred and forty acres. All of fractional section nineteen, containing six hundred and twenty-nine acres and sixty hundredths of an acre. All of section twenty-one containing six hundred and forty acres. —————

Township Four Range Two

The South half of the South East quarter and the Southern half of the South West quarter of section one containing one hundred and sixty acres. The Southern West quarter of section three containing one hundred and sixty acres. All of section nine, containing six hundred and forty acres. All of section eleven containing six hundred and forty acres. All of section thirteen, containing six hundred and forty acres. All of section fifteen containing six hundred and forty ✓ acres. All of section seventeen containing six hundred and forty acres. The East half, the East half of the North West quarter, the East half of the South West quarter, the lot numbered two of the North West quarter and the lot numbered two of the South West quarter of section nineteen containing six hundred and eighteen acres and ninety-two hundredths of an acre. All of section twenty-one containing six hundred and forty acres. All of section twenty-three containing six hundred and forty acres —————

PAGE 4

Township Eight Range Sixteen

All of section one containing six hundred and forty acres. All of section three containing six hundred and forty acres. All of section five containing six hundred and forty acres. All of section eleven containing six hundred and forty acres. The North West quarter, the North half of the South West quarter, the South East quarter of the South West quarter and the South East quarter of section thirteen containing four hundred and forty acres.* All of section fifteen containing six hundred and forty acres. The North half of section twenty-three containing three hundred and

twenty acres

The North West quarter and the East half section thirty-three containing four hundred and eighty acres

The said tracts of land as described in the foregoing make the aggregate area of (30,899.45-) thirty thousand eight hundred and ninety nine acres and forty-five hundredths of an acre
Now Know Ye That the United States of America in consideration of of the premises and pursuant to the said Acts of Congress Have Given and Granted and by these presents Do Given and Grant unto the said Southern Pacific Railroad Company of California and to its successors and assigns the tracts of land selected as aforesaid and described in the foregoing. Yet excluding and excepting "All Mineral Lands" should any such found in the tracts aforesaid, but this exclusion and exception according to the terms of the Statute "shall not be construed to include coal and iron lands"

To Have and to Hold the same to together with all rights, privileges immunities and appurtenances of whatever ^N nature thereunto belonging unto the said Southern Pacific Railroad Company of California, and to its successors and assigns forever

In testimony where of I, Grover Cleveland, President of the United States of America

PAGE 8

Have cause these letters to be made patent and the Seal of the General Land Office to be hereunto affixed

Given under my handout the City of Washington this the Twenty eighth day of November in the year of our Lord one thousand eight hundred and ninety- four and of the Independence of the United States the one hundred and nineteenth.

By the President: Groves Cleveland

M/ McKean. Secretary

Lo.Lo.le.Lamar

Recorder of the General Land Office

Page of patent with president's name on it.
Grover Cleveland

have caused these letters to be made
patent and the seal of the General Land
Office to be hereunto affixed.

L. S.

Given under my hand at the
City of Washington this the
Tenth day of November
in the year of our Lord one
thousand eight hundred and
ninety-four and of the inde-
pendence of the United States
the one hundred and nineteenth.

By the President: Grover Cleveland

Chas. McNear, Secretary

L. G. Lamar
Recorder of the General Land Office

Com. of Secy paid Nov 30, 1894 - Am. No. 57328
Patent Office, U.S. Chamber of Commerce, No. 50, 1894
Receipt Acknowledged Dec. 1, 1894 - Washington

Exhibit 4

Date	Timekeeper	Rate	Hours	Amount	Narrative
10/18/2024	JFT	\$270.00	3.7	\$999.00	Further revisions to motion to enforce judgment, supporting declarations and exhibits.
10/17/2024	CG	\$350.00	0.4	\$140.00	Motion to enforce against Moores.
10/15/2024	CG	\$350.00	1.1	\$385.00	Motion to enforce Judgment against Moores.
10/14/2024	CAP	\$395.00	2.5	\$987.50	Bennie Moore: Work on edits to motion to enjoin Mr. Moore's unlawful production of groundwater from the adjudicated basin.
10/12/2024	CAP	\$395.00	3.4	\$1,343.00	Bennie Moore matter: Review and edit declarations and points and authorities to enjoin Mr. Moore from further production of ground water; determine how to craft injunction for monetary relief.
10/11/2024	JFT	\$270.00	4.1	\$1,107.00	Finish drafting motion to enforce judgment and supporting declarations.
10/10/2024	JFT	\$270.00	3.8	\$1,026.00	Continue drafting motion to enforce judgment.
10/10/2024	JFT	\$270.00	1.3	\$351.00	Legal research regarding motion to enforce judgment.
10/08/2024	JFT	\$270.00	4.4	\$1,188.00	Begin drafting motion to enforce judgment against Moore.
10/08/2024	JFT	\$270.00	2.3	\$621.00	Review case file and pertinent sections of judgment and Watermaster's rules and regulations. Review prior motion practice to enforce judgment.
10/05/2024	CAP	\$395.00	2.5	\$987.50	Review facts and evidence regarding Mr. Moore's illegal pumping of water.
10/01/2024	JFT	\$270.00	0.5	\$135.00	Team meeting regarding case background and strategy for motion to enforce.
10/01/2024	CG	\$350.00	0.5	\$175.00	Bennie Moore Motion for Compliance.
09/30/2024	JFT	\$81.00	0.3	\$81.00	Team meeting regarding Bennie Moore and strategy for bringing motion to enforce.
03/27/2023	CAP	\$395.00	4.5	\$1,777.50	Edit and finalize letter to Mr. Bennie Moore regarding water rights and leasing water rights.
03/24/2023	CG	\$350.00	1.3	\$455.00	Draft Bennie Moore response letter.
03/21/2022	CG	\$270.00	0.2	\$54.00	Bennie Moore - feedback and analysis regarding dispute over water rights under Judgment.
06/04/2021	CG	\$270.00	0.1	\$27.00	Bennie Moore - research regarding Mr. Moore's request for clarification regarding water rights.
03/19/2021	CAP	\$395.00	1.5	\$592.50	Edit and amend letter to Bennie Moore.

Grand Totals: 38.4 \$12,432.00

Exhibit 5

Jeff F. Tchakarov

From: Patti Rose <prose@awatermaster.net>
Sent: Tuesday, March 22, 2022 8:55 AM
To: Bennie Moore
Cc: Craig A. Parton; Cameron Goodman
Subject: AV Watermaster
Attachments: 210319 CAP to Moore re Pumping of Groundwater.pdf; New Production Application Approved 21.09.29.pdf

Mr. Moore, In regard to your request to meet with Mr. Parton to review your property documentation; as the Watermaster's General Counsel Mr. Parton cannot represent you or give you legal advice. Please refer to the attached letter from Mr. Parton regarding your status in the Judgment and the steps you need to take to become compliant with the Judgment.

Watermaster staff is here to help you with any questions you may have on the New Production application, meter requirements, and annual reports. It is imperative that you start the process of becoming compliant to avoid enforcement, legal fees and penalties. Please let me know if there is anything I can do to assist you with this process.

Patti Rose
Antelope Valley East Kern Water Agency
6500 W Avenue N
Palmdale, CA 93551
(661)943-3201

Jeff F. Tchakarov

From: Patti Rose <prose@avwatermaster.net>
Sent: Wednesday, April 6, 2022 9:08 AM
To: Bennie Moore
Subject: New Production Application
Attachments: 210319 CAP to Moore re Pumping of Groundwater.pdf; New Production Application Approved 21.09.29.pdf

Mr. Moore, We haven't heard from you since the Watermaster meeting on March 23, 2022. If you would like to meet to talk about the paperwork you have we can schedule a time. In the mean time please submit the information that was requested in the March 19, 2021, letter from Mr. Parton.

We look forward to working with you on this matter.

Patti Rose
Antelope Valley East Kern Water Agency
6500 W Avenue N
Palmdale, CA 93551
(661)943-3201

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PROOF OF SERVICE

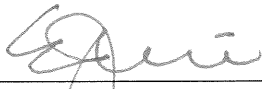
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am employed in the County of Santa Barbara, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 200 East Carrillo Street, Fourth Floor, Santa Barbara, California 93101.

On October 28, 2024, I served the foregoing document described as **ANTELOPE VALLEY WATERMASTER'S NOTICE OF MOTION AND MOTION FOR MONETARY, DECLARATORY AND INJUNCTIVE RELIEF AGAINST ANNETTE MOORE AND DBENNIE E. MOORE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF CRAIG A PARTON AND PATRICIA ROSE IN SUPPORT THEREOF; PROPOSED ORDER** on all interested parties in this action by placing the original and/or true copy.

- BY ELECTRONIC SERVICE:** I posted the document(s) listed above to the Santa Clara County Superior Court Website @ www.scefilng.org and Glotrans website in the action of the Antelope Valley Groundwater Cases.
- (*STATE*) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- (*FEDERAL*) I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on October 28, 2024, at Santa Barbara, California.



Signature
Elizabeth Wright