Filed 12/15/25 Antelope Valley Watermaster v. Zamrzla CA2/1

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION ONE

ANTELOPE VALLEY WATERMASTER et al., Plaintiffs and Respondents, v. JOHNNY ZAMRZLA et al., Defendants and Appellants.	B331148 (Los Angeles County Super. Ct. Nos. BC325201, JCCP4408)

Appeal from an order of the Superior Court of Los Angeles County, Jack Komar, Judge. Affirmed.

Atkinson, Andelson, Loya, Ruud & Romo, Mae G. Alberto, Daniel Hargis; Miliband Water Law, Wesley A. Miliband; and Sheri Lynn Zamrzla-Greco for Defendants and Appellants Johnny Zamrzla, Pamella Zamrzla, Johnny Lee Zamrzla and Jeannette Zamrzla.

Price, Postel & Parma, Craig A. Parton and Timothy E. Metzinger for Plaintiff and Respondent Antelope Valley Watermaster.

Kronick, Moskovitz, Tiedemann & Girard, Eric N. Robinson, Stanley C. Powell, Alec D. Tyra; Hydee Feldstein Soto, Los Angeles City Attorney, Nargis Choudhry, Deputy City Attorney; Benjamin Chapman, General Counsel of Los Angeles Department of Water and Power; and Brian C. Ostler, General Counsel of Los Angeles World Airports for Plaintiffs and Respondents City of Los Angeles and Los Angeles World Airports.

Fennemore, Derek Hoffman and Darien Key for Plaintiffs and Respondents Antelope Valley United Mutuals Group members: Antelope Park Mutual Water Company, Aqua-J Mutual Water Company, Averydale Mutual Water Company, Baxter Mutual Water Company, Bleich Flat Mutual Water Company, Colorado Mutual Water Co., El Dorado Mutual Water Company, Evergreen Mutual Water Company, Landale Mutual Water Co., Shadow Acres Mutual Water Company, Sundale Mutual Water Company, Sunnyside Farms Mutual Water Company, Inc., Tierra Bonita Mutual Water Company, West Side Park Mutual Water Co., White Fence Farms Mutual Water Co.; Adams-Bennett Investments, LLC; Saint Andrew's Abbey, Inc.; Robertson's Ready Mix, Ltd.; and SCI California Funeral Services, Inc.

Venable, William M. Sloan and Michael Gluk for Plaintiff and Respondent U.S. Borax, Inc.

Climate Edge Law Group and Christopher M. Sanders for Plaintiff and Respondent Los Angeles County Sanitation Districts No. 14 and No. 20.

Best Best & Krieger and Jeffrey V. Dunn for Plaintiff and Respondent Los Angeles County Waterworks District No. 40.

Lagerlof and Thomas S. Bunn III for Plaintiff and Respondent Palmdale Water District.

In 2015, after more than 15 years of litigation, the court entered a judgment that comprehensively adjudicated the diverse, competing claims of thousands of individuals and entities to water in the Antelope Valley Groundwater Basin (the Basin), an underground aquifer in northern Los Angeles County and southern Kern County. The judgment imposed substantial water reductions on all parties and created a five-member Antelope Valley Watermaster board (the Watermaster). The judgment, inter alia, defined the rights and obligations of a "Small Pumper Class," to each member of which it allotted three acre-feet of Basin water per year. The judgment empowered the Watermaster to levy assessments against producers who drew more than their allotment.

In 2018, the Watermaster levied assessments against Small Pumper Class members Johnny and Pamella Zamrzla and Johnny Lee and Jeannette Zamrzla, which they refused to pay.[1] In 2021, the Watermaster filed a motion in the superior court to enforce the assessments. The Zamrzlas opposed the motion, contending the

---

[1] Because appellants share the same surname, we will refer to them individually by their first names and collectively as the Zamrzlas. Johnny and Pamella have died. We granted an unopposed motion to substitute Sheri Lynn Zamrzla-Greco, Trustee of the Johnny and Pamella Zamrzla 1999 Family Trust—Credit Shelter Trust—Trust C, in place of Johnny and Pamella Zamrzla.

judgment violated their due process rights because they had no notice of it, and they were not members of the Small Pumper Class. In 2022, the court denied them relief but suggested they file motions in equity to modify the judgment, which they did. Ultimately, the court denied those motions, from which the Zamrzlas now appeal.

On appeal, the Zamrzlas contend the court (1) violated due process by binding them to a judgment of which they had no actual or constructive notice, (2) failed to recognize they did not qualify for the Small Pumper Class, (3) applied an incorrect standard in declining to grant them equitable relief, and (4) otherwise failed properly to rule on their motions. We disagree and affirm.

BACKGROUND

A. Adjudication and Judgment

We relate only the germane facts of this comprehensive litigation. A more detailed picture may be found in *Antelope Valley Groundwater Cases* (2020) 59 Cal.App.5th 241 (*Antelope I*), *Antelope Valley Groundwater Cases* (2021) 62 Cal.App.5th 992 (*Antelope II*), and *Antelope Valley Groundwater Cases* (2021) 63 Cal.App.5th 17 (*Antelope III*).

1. *Inception and Organization*

The litigation began in 1999 to determine the production rights of all water users in the "Antelope Valley Adjudication Area" (AVAA), a desert area of over a thousand square miles inhabited by over 450,000 people, a number of agricultural, industrial and mining operations, and Edwards Air Force Base. Water levels in the aquifer underlying the AVAA had been declining for decades due to withdrawals exceeding the available recharge.

After the Judicial Council coordinated several production rights lawsuits, the court consolidated most of them and approved the Small Pumper Class, which included any property owners who pumped "less than 25 acre-feet per year on their property during any year from 1946 to the present." (Capitalization omitted.) After opt-outs, the Small Pumper Class represented owners of over 3,000 parcels. (*Antelope Valley II*, *supra*, 62 Cal.App.5th at pp. 1004–1005.)

The court separately adjudicated the overlying rights of larger, non-class water producers and approved a class for non-producers.[2]

2. *Notices*

Beginning in 2005, the court approved several rounds of service by mail and publication on the thousands of water producers in the AVAA, as well as personal service on landowners who owned at least 100 acres and those who had filed annual groundwater extraction notices with the Water Resources Control Board.

In 2009, 2013, and 2015, the court authorized service on the Small Pumper Class by mail, and by publication in the *Antelope Valley Press*, *Los Angeles Times*, and *Bakersfield Californian*. The court found that such notice satisfied both due process and the California Rules of Court and constituted the best notice practicable.

The 2009 and 2013 notices misidentified the class. Under the class definition, an owner who pumped less than 25 acre-feet in any one year since 1946 fell within the Small Pumper Class, whereas

---

[2] "In a comprehensive adjudication . . . , the court may determine all groundwater rights of a basin, whether based on appropriation, overlying right, or other basis of right." (Code Civ. Proc., § 834, subd. (a).)

both the 2009 and 2013 notices *excluded* from the Small Pumper Class anyone who pumped 25 acre-feet or more in any one year since 1946.

The 2015 notice apprised class members of a proposed global settlement. It summarized the terms of the settlement and informed landowners they could object by filing a notice of intent to appear at a hearing on August 3, 2015. The notice correctly described the class as "landowners . . . who are pumping or have pumped less than 25 acre-feet of groundwater during any year from 1946 to the present," and stated the recipient could not opt out of the class but could object to the proposed settlement.

3. *Trial*

The matter went to trial in several phases. The court identified the native safe yield for the AVAA Basin, found that the various stakeholders withdrew much more than the safe yield, and found that a physical solution was necessary to allocate and limit water production to protect the Basin for existing and future users.[3]

4. *Judgment*

In 2014, most parties stipulated to a global settlement of their respective claims and agreed on the contours of a physical solution. The court scheduled individual trials for non-stipulating parties. (*Antelope Valley II*, *supra*, 62 Cal.App.5th at p. 1013.)

On December 23, 2015, the court entered a judgment adopting the proposed physical solution. The judgment bound

---

[3] A "physical solution" is a resolution of conflicting claims in a manner that advances reasonable and beneficial use of the state's water supply. (*City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 288; *California American Water v. City of Seaside* (2010) 183 Cal.App.4th 471, 480.)

"all persons having or claiming any right, title or interest to the groundwater within the Basin," including all water-producing landowners, public water suppliers, and non-producer and Small Pumper Class members. (Capitalization omitted.)

The judgment defined the Small Pumper Class as persons who owned real property within the AVAA and had pumped less than 25 acre-feet per year on that property in any year since 1946.

Production rights were identified discretely as to each parcel. The judgment provided that two or more Small Pumper Class members residing in the same household must be treated as a single class member.

The judgment defined as "unknown" Small Pumper Class members those persons who produced less than 25 acre-feet per year in any one year since 1946 who had not yet been identified.

a. *Physical Solution*

The physical solution: (1) required water producers to severely reduce production; (2) allocated available water supplies among the competing overlying landholders; and (3) created an overarching water management plan. It allocated 3,806.4 acre-feet per year to the Small Pumper Class, which came out to three acre-feet per parcel, and the remaining native safe yield, totaling 58,322.23 acre-feet per year, to the other producers. The judgment provided that pumpers who exceeded their allotment must pay for replacement water. (*Antelope II*, *supra*, 62 Cal.App.5th at pp. 1012, 1014–1015.)

b. *Watermaster*

The judgment created the five-member Watermaster board and authorized it to levy water replacement assessments against those who exceeded their allotment. (*Antelope II*, *supra*, 62 Cal.App.5th at pp. 1014–1015, 1017, 1046.)

The judgment authorized the Watermaster to reevaluate the native safe yield periodically and recommend to the court that the yield be revised. If the court approved the revision, it could impose a pro-rata increase or decrease in water production on all participants.

The judgment created a procedure by which a non-stipulating party could claim and prove to the court the right to produce water from the Basin, subject to the requirement to pay assessments.

The judgment stated that any owner not party to the judgment who proposed to produce groundwater from the Basin must become a party through a noticed motion to intervene in the judgment.

B. Water Replacement Assessments on the Zamrzlas

Johnny and Pamella Zamrzla owned two 40-acre, water-producing parcels in the AVAA, purchased in 1970 and 1986, on which they operated a "farm" well and a "domestic" well, respectively, and a third 40-acre parcel that produced no water. Johnny and Pamella's son, Johnny Lee Zamrzla, and his wife, Jeannette, owned a 10-acre parcel in the AVAA, purchased in 2008, on which they operated a "pasture" well. The Zamrzlas used their parcels for farming and produced more than 25 acre-feet of groundwater on each parcel in some years but less in other years.

In January 2018, the Watermaster invoiced the Zamrzlas for replacement water at a rate of $415 per acre-foot.

In September 2021, the Watermaster filed a motion in the superior court to enforce the assessments, seeking $28,755.35 from Johnny and Pamella and $6,415.90 from Johnny Lee and Jeannette, plus interest and attorney fees. The court invited the parties to resolve the dispute informally but after they failed to do

so, in March 2022 advised the Zamrzlas to file a motion in equity to modify the judgment.

C. Motions to Modify the Judgment

In April 2022, the Zamrzlas filed motions to modify or set aside the judgment, contending (1) they were entitled to but never received personal service of the class litigation, and never received actual or constructive notice by mail or publication; (2) the class notices were defective; (3) they did not fall within the class definition because they pumped more than 25 acre-feet per year, and (4) the court should exercise its equitable power to set aside or modify the judgment, which was obtained through fraud, mistake or accident. On these bases, the Zamrzlas requested they be removed from the Small Pumper Class.

In March 2023, after a two-day hearing, the court denied the motions.

1. *Class Definition*

The threshold question at the hearing was whether the Zamrzlas met the Small Pumper Class definition by producing less than 25 acre-feet of water on each of their parcels during at least one year. The evidence showed they did:

a. *Johnny and Pamella's Farm Well*

Johnny and Pamella testified that dating back to their purchase of a 40-acre parcel in 1970, they produced in "the low three hundreds" of acre-feet per year from their farm well on the parcel, as roughly one acre-foot of water was required per acre, per harvest, and they were growing six or seven harvests each year. They offered records confirming that the farm well produced roughly 300 acre-feet per year from 2001 to 2008 and 2010 to 2017, but produced nothing in 2009, when they shut down the well while

reconfiguring the irrigation system, nor 2018, when they shut it down for repairs and upgrades. Johnny testified he would not have shut down the farm well had he known that by doing so he would lose water rights.

b. *Johnny and Pamella's Domestic Well*

Johnny and Pamella produced more than 25 acre-feet from their domestic well in 2007 to 2013 and 2015 to 2018 but less in 2001 to 2006 and in 2014.

c. *Johnny Lee and Jeannette's Pasture Well*

Johnny Lee and Jeannette submitted records and testimony showing they produced more than 25 acre-feet of water from their pasture well in 2009, 2010, 2011, 2013 and 2015, but less in 2008, 2012, and 2014.

d. *Summary*

In sum, Johnny and Pamella produced less than 25 acre-feet of water from their farm well in 2009 and 2018, and from their domestic well in 2001 to 2006 and in 2014. Johnny Lee and Jeannette produced less than 25 acre-feet of water from their pasture well in 2008, 2012, and 2014.

The court concluded that because the Zamrzlas produced less than 25 acre-feet on each parcel in some years, they were Small Pumper Class members as to each of their three parcels.

2. *Notice of the Class Action*

Johnny and Pamella argued they must be removed from the Small Pumper Class because service on them only by mail and publication violated a 2005 court order requiring personal service on anyone owning at least 100 acres. Respondents did not dispute

that the court had ordered personal service on larger landowners who, like Johnny and Pamella, owned at least 100 acres.

a. *Notice by Mail*

The court admitted declarations submitted in the original proceedings by individuals involved in mailing the 2009, 2013 and 2015 notices to the Small Pumper Class:

In 2009, Kevin Berg, an officer of PrintCom, Inc. dba Minuteman Press — Panorama City, which was retained to mail the 2009 notice, declared that under his direction, Minuteman Press mailed the notice to Johnny and Pamella. Also in 2009, Jeffrey Dunn, counsel to one of the parties, declared that he was informed and believed that a third-party vendor mailed the 2009 notice to Johnny and Pamella. The Zamrzlas objected to the Berg and Dunn declarations as inadmissible hearsay. The court never ruled on the objections.

In 2013 and 2015, Jennifer Keough, an officer of Garden City Group, which administered the class action, declared that Garden City Group mailed the 2013 and 2015 notices to the Small Pumper Class. The latter notice was mailed on April 3, 2015. The Zamrzlas did not object to these declarations.

b. *Notice by Publication*

The court admitted the 2013 and 2015 declarations of Michael D. McLachlan, a counsel in the coordinated proceedings who stated that he caused the 2013 and 2015 notices to be published in the *Bakersfield Californian*, *Antelope Valley Press*, and *Los Angeles Times* in 2013 and 2015. McLachlan attached declarations from the clerks of those publications certifying that the notices were published. The 2015 notice was published on April 12 and 19, 2015. The Zamrzlas did not object to admissibility of the McLachlan declarations or deny that the notices were published.

c. *Findings on Notice*

The court found that Johnny and Pamella would have been served personally had they filed annual extraction notices with the Water Resources Control Board as required by the Water Code, as those notices were used to identify who was entitled to personal service.[4] Because they were not so identified, the court found, personal service was not required.

The court noted that the "Small Pumper Class list was inevitably imperfect in that it was impractical to capture the names and addresses of every party in the Basin that qualified as a Small Pumper Class member prior to entry of judgment." Nonetheless, the court found that service by mail and publication satisfied due process.

3. *Equity*

The Zamrzlas contended that because they never received actual notice of the coordinated proceedings and acted diligently once apprised of the 2015 judgment, they were entitled to relief from the judgment due to fraud, mistake or accident.

Johnny, Pamella and Johnny Lee admitted that acquaintances informed them about the coordinated proceedings before and immediately after the judgment was entered. Johnny testified that Delmar Van Dam, who participated in the original litigation, told him on repeated occasions prior to 2014 that the

---

[4] Water Code section 5001 obligates anyone who produces more than 25 acre-feet of water per year to report the extraction to the Water Resources Control Board. The parties in the coordinated proceedings used extraction reports to identify larger water producers. Despite admittedly producing more than 25 acre-feet per year in the years leading up to 2005, the Zamrzlas never filed an extraction report.

proceedings were only for big farmers, it would be costly for them to become involved, and they "would get some water at the end" even without participating. Eugene Nebeker, another party, invited Johnny to join the Antelope Valley Groundwater Association coalition of parties to the coordinated proceedings, but he declined.

Johnny and Pamella testified that in early 2016, Norm Hickling, an aide to Los Angeles County Supervisor Mike Antonovich, gave them a copy of the 2015 judgment, which included a list of known class members, including themselves. They did not see or read the judgment, which came in "a stack of papers."

Johnny Lee testified that he also spoke with Van Dam prior to 2014 about the coordinated proceedings and knew that groundwater pumping cutbacks would affect the Zamrzlas. In 2014, Johnny Lee spoke with Van Dam's sons—Nick, Gary and Craig Van Dam—about the proposed reductions in groundwater production. Nick Van Dam told him that Delmar Van Dam had given Johnny "bad advice" about the Zamrzlas' water rights.

The court found that the Zamrzlas' admissions established they knew or could have known about the coordinated proceedings and their status as class members but did not timely opt out, object or otherwise assert their rights, which was detrimental to the Watermaster, the parties, and the health of the Basin. The court therefore declined to exercise its equitable power to modify the judgment.

D. Ruling

The court issued an order denying the Zamrzlas' motions to modify or set aside the 2015 judgment.

The Zamrzlas appealed.

DISCUSSION

The Zamrzlas contend the court denied them due process by subjecting them to a judgment of which they had no actual or legally adequate notice, and in any case, they were entitled in equity to be excluded from the Small Pumper Class. They ask that the portion of the judgment which includes them be modified or vacated, enabling them to establish their water rights in further proceedings.

A. Standards of Review

We review for abuse of discretion the trial court's manner of giving class notice but review the adequacy of the content of the notice de novo. (*Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 745.) We also review de novo whether the trial court's rulings were based on improper criteria or incorrect legal assumptions. (*Ibid.*) We review for abuse of discretion the trial court's denial of a motion in equity to modify or vacate the judgment. (*Rappleyea v. Campbell* (1994) 8 Cal.4th 975, 981.)

B. Due Process Notice Principles

Due process requires notice reasonably calculated under the circumstances to apprise interested parties of the pendency of an action and afford them an opportunity to respond. (*Traverso v. People ex rel. Dept. of Transportation* (1993) 6 Cal.4th 1152, 1169–1170.)

Actual receipt of notice is not required for a judgment to be binding. (See *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 981 (*Noel*) ["due process does not dictate that certification of a putative plaintiff class invariably must depend on all absent class members being sent (much less receiving) individual notice of the action"]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 251, disapproved on another ground in *Hernandez v. Restoration*

Hardware, Inc. (2018) 4 Cal.5th 260, 270); *Home Sav. & Loan Assn. v. Superior Court* (1974) 42 Cal.App.3d 1006, 1012 ["members of the class must receive 'the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort' "—not actual notice]; Cal. Rules of Court, rule 3.766(f); Fed. Rules Civ.Proc., rule 23(c)(2)(B), 28 U.S.C. [class members are entitled to "the best notice that is practicable under the circumstances"].)

"Instead, the law adopts a more nuanced and pragmatic approach, consistent with the general principle that when an important judicial mechanism for advancing the social good is involved, '[a] construction of the Due Process Clause which would place impossible or impractical obstacles in the way could not be justified.' " (*Noel*, *supra*, 7 Cal.5th at p. 981.)

A lower court "in a class action ' "has virtually complete discretion as to the manner of giving notice to class members." [Citation.]' " (*Martorana v. Marlin & Saltzman* (2009) 175 Cal.App.4th 685, 695.) "If personal notification is unreasonably expensive . . . or if it appears that all members of the class cannot be notified personally, the court may order a means of notice reasonably calculated to apprise the class members of the pendency of the action—for example, publication in a newspaper or magazine." (California Rules of Court, rule 3.766(f).)

C. The 2015 Notice Satisfied Due Process

In the coordinated proceedings, the court found that given the size of the class and difficulty in identifying and locating its members, dissemination of the 2015 notice by mail and publication constituted the best notice practicable under the circumstances. The court thereupon ordered that the notice be mailed to known

Small Pumper Class members and published in the *Antelope Valley Press*, *Los Angeles Times*, and *Bakersfield Californian*.

At the hearing in these proceedings, the court admitted without objection the declarations of Jennifer Keough, who stated the 2015 notice was mailed to class members, and Michael McLachlan, who stated the notice was published in the three periodicals.[5] This evidence supports that the 2015 notice was duly served on all of the Zamrzlas by publication and on Johnny and Pamella by mail.

Given the large size of the class and the difficulty in identifying and locating its members, the court acted well within its discretion in determining that personal service on all class members, if possible at all, would have been unreasonably expensive, and that service by mail and publication was the best notice practicable under the circumstances. (*Noel*, *supra*, 7 Cal.5th at p. 982 ["[o]ur case law has adopted a similarly practical approach, in which the circumstances of each case determine what forms of notice will adequately address due process concerns"].)

1. *Due Process Did Not Necessitate Personal Service on Johnny and Pamella*

Johnny and Pamella argue that because they owned over 100 acres, they were entitled to personal service under the court's order that all large landowners be personally served. They argue that failure to comply with this order violated due process. We disagree.

---

[5] The Zamrzlas object to McLachlan's declaration for the first time in their reply brief on appeal, but they forfeited the objection by failing to raise it below. (*Romero v. Shih* (2024) 15 Cal.5th 680, 704.)

Assuming arguendo that the court ordered such service, the Zamrzlas have cited no authority, nor have we found any, that holds that *due process* necessitated the order, nor that the court's later decision not to insist on personal service violated due process.

2. *The Zamrzlas' Due Process Objection to the 2009 and 2013 Notices Is Untimely*

The Zamrzlas argue that assuming they were given constructive notice by mail and publication in 2009 and 2013, those notices violated due process by incorrectly excluding from the Small Pumper Class any owner who produced more than 25 acre-feet in any year since 1946. This description, they claim, would have led them to believe they were not part of the class, and if they had been accurately informed of their potential status they would have opted out in time.

Assuming this is true, the objection is untimely.

The time to object to the proposed global settlement was by August 3, 2015, when the court held a hearing on the settlement. The time to appeal from the judgment was 60 days from entry of the judgment on December 23, 2015. (Cal. Rules of Court, rule 8.308.) Even if the Zamrzlas were not subject to these time limits, waiting six years from the time of judgment was too long.

Assertion of a constitutional right is subject to a reasonable limitations period. (*Muller v. Muller* (1960) 179 Cal.App.2d 815, 819.) Whether a delay in asserting one's due process rights is reasonable must be determined in light of the applicable circumstances, including prejudice to other parties resulting from the delay. (See *Miller v. Eisenhower Medical Center* (1980) 27 Cal.3d 614, 624.) A procedural due process claim accrues when the claimant is given final actual or constructive notice that he or she will receive no further process. (See *Hoesterey v. City of Cathedral*

City (9th Cir. 1991) 945 F.2d 317, 320; *Knox v. Davis* (9th Cir. 2001) 260 F.3d 1009, 1013.)

Here, the Zamrzlas were afforded constructive notice of the litigation no later than April 2015, when notice of the proposed settlement—with the correct class definition—was served on them by mail and publication. The notice informed them they would receive no further process after August 3, 2015, when the court held a hearing on the settlement. The Zamrzlas neither attended the hearing nor appealed from the judgment entered on December 23, 2015. Instead, they waited almost six years, until late 2021, to assert their rights before the court.

While the Zamrzlas waited, the Watermaster administered a comprehensive solution that accounted for all of the Basin's water, sharply curtailing the production rights of thousands of individuals and class members. Any producers using more than their allotment were subject to water replacement assessments, and anyone seeking expanded rights had to apply to the Watermaster in accordance with the judgment. To permit the Zamrzlas to retroactively undermine the physical solution would negatively impact the other producers in the AVAA, who for years have structured their activities in accordance with the 2015 judgment. Considering this impact, the Zamrzlas' six-year delay in asserting their rights was unreasonable.

D. The Class Definition Is Unambiguous

The Zamrzlas contend for the first time on appeal that they are not members of the Small Pumper Class because even absent the faulty class definition found in the 2009 and 2013 notices, the certified class definition is itself ambiguous in that it could include both landowners who pumped less than 25 acre-feet in *any* year since 1946 and those who pumped less than 25 acre-feet in *each*

year since 1946. This is so, they argue, because "25 acre-feet *per* year" means 25 acre-feet each year. They argue the latter interpretation would exclude them. We disagree.

Under the certified definition, Small Pumper Class members include landowners "that have been pumping less than 25 acre-feet per year on their property during any year from 1946 to the present." Standing alone, the phrase "25 acre-feet per year" does mean 25 acre-feet each year, as the Zamrzlas suggest. But here, "25 acre-feet per year" is modified by the adverbial phrase "during any year from 1946 to the present," making it clear that "25 acre-feet per year" means 25 acre-feet over the course of any one year.

E. The Court Properly Declined to Exercise Its Equitable Power

The Zamrzlas argue that even if constructive notice satisfied due process, equity obligated the court to modify the judgment as to them because they received no actual notice and their empirical water production entitled them to be excluded from the Small Pumper Class. We disagree.

A court has inherent equitable power to set aside a judgment on the ground of extrinsic fraud or mistake. (*Olivera v. Grace* (1942) 19 Cal.2d 570, 576–578.) But a court of equity will not interfere with a final judgment unless " 'there had been no negligence, laches, or other fault on [the objector's] part.' " (*Id.* at p. 575.)

Here, Johnny, Pamella and Johnny Lee admitted they knew about the coordinated proceedings as early as 2009, were advised by a friend to take no part in it, and were invited by another friend to join a coalition of parties. Johnny admitted he was given a copy of the judgment by an aide to Supervisor Antonovich soon after it was issued. Despite their actual and constructive knowledge of the proceedings, the Zamrzlas waited until late 2021, more than three

years after the Watermaster's January 2018 assessment and almost six years after the judgment, to assert their rights before the court, and did so only after the Watermaster invoiced them for producing more than the judgment allotted.

Under these circumstances, the court could reasonably conclude the Zamrzlas were negligent in preserving their rights and could thereupon deny them equitable relief.

Nor do the equities favor the Zamrzlas otherwise. We acknowledge that had Johnny and Pamella participated in the litigation, they might have been granted an overlying production right as to their farm well, which produced more than 25 acre-feet of water for nearly 50 years, excepting only two years when the well was down for renovations. But as discussed above, the AVAA aquifer had been overdrafted for decades before the current litigation commenced, causing significant long-term damage. The court's solution was comprehensive and essentially zero-sum, allotting the Basin's finite supply of water to thousands of individuals and class members who were required to reduce their usage severely. Any later adjustment allotting more water to one party would necessarily involve allotting less to another or the Watermaster importing water from outside the Basin.

Given these circumstances it was well within the court's discretion to deny equitable relief.

F. No Statement of Decision Was Required

The Zamrzlas argue that the court erred by failing to issue a statement of decision pursuant to Code of Civil Procedure section 632 and California Rules of Court, rule 3.1590(a), which require such a statement after trial of a question of fact. We disagree because, as the Zamrzlas acknowledge, a statement of

decision is not required after a ruling on a motion. (*In re Marriage of Fong* (2011) 193 Cal.App.4th 278, 294.)

DISPOSITION

The court's order is affirmed. The parties shall bear their own costs on appeal.

NOT TO BE PUBLISHED.

ROTHSCHILD, P. J.

We concur.

BENDIX, J.

WEINGART, J.