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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER
15

16 MOJAVE PISTACHIOS, LLC, a California
17 limited liability company; et al.,

18 Petitioners and Plaintiffs,

19 v.

20 INDIAN WELLS VALLEY
21 GROUNDWATER AUTHORITY, a
22 California joint powers authority; et al.,

23 Respondents and Defendants.
24

Case No. 30-2021-01187589-CU-WM-CXC

*[Consolidated with: Case No. 30-2021-
01188089-CU-WM-CXC]*

Assigned For All Purposes To:
The Honorable William Claster, Dept. CX101

**INDIAN WELLS VALLEY WATER
DISTRICT'S RESPONSIVE
SUPPLEMENTAL BRIEF IN SUPPORT
OF MOTION FOR ORDER
CONFIRMING "INTERESTED PARTY"
STATUS**

**RELATED TO ROA 707, 708, 712, 719, 725,
732, 735, 739, 741, 746, 748, 750, 752**

Date: February 6, 2026

Time: 11:00 a.m.

Dept.: CX101

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AND CONSOLIDATED CASE AND
RELATED CASES.

[Related to: Case No. 30-2021-01187275-CU-OR-CJC; Case No. 30-2022-01239479-CU-MC-CJC; Case No. 30-2022-01239487-CU-MC-CJC; Case No. 30-2022-01249146-CU-MC-CJC]

Complaint Filed: September 30, 2020
Writ Hearing: Not Set

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1 **1. INTRODUCTION**

2 Interested Party, Defendant, and Respondent Indian Wells Valley Water District
3 (“District”) submits this brief in response to the Initial Supplemental Brief of the Indian Wells
4 Valley Groundwater Authority (“Authority”).

5 **2. SCHEDULING PROPOSAL**

6 **A. The Court Should Reject the Authority’s Proposal.**

7 The Court should reject the Authority’s claim that permitting the District to continue
8 challenging the GSP in this reverse validation case somehow requires a continuance of the
9 Phase 2 trial in the adjudication.

10 First, though the cases have been deemed related, the Phase 2 trial date in the
11 adjudication is not before the Court through the District’s motion in this reverse validation case.
12 If the Authority seeks a continuance of the Phase 2 trial in the adjudication, the Authority should
13 properly notice a motion in that case.¹

14 Second, validation actions may be entitled to preference in trial setting, but we are nearly
15 five years into the case and preference is suddenly of paramount importance to the Authority.

16 Regardless, preference does not mean what the Authority contends it means. The
17 Authority argues, “Any challenge to the GSP and its determination of safe yield, must be given
18 preference over the adjudication and the result would be binding on all, obviating the need for
19 Phase 2.” (Authority’s Initial Supp. Brief [ROA 750], pp. 9:11-13, 20:3-17.) If California law
20 already supported this argument, the Authority would not need to pursue new legislation that
21 provides for exactly this result. (See District’s Initial Supp. Brief [ROA 746], pp. 2-5, § 3.A;
22 Supp. Evertz Decl. [ROA 746], ¶¶ 16-21, Exhs. 22-24, 26; Assem. Bill No. 1413 (2025-2026
23 Reg. Sess.) as amended Jul. 17, 2025, § 3 [proposing amendments to Code Civ. Proc., § 838(d)
24 to provide that a validation action and comprehensive adjudication for the same basin “shall be”
25 consolidated and the court “shall try the cause of action for judicial review of the groundwater
26

27 ¹ On January 11, 2026, the District’s counsel offered to move the depositions of four Phase 2 experts in the
28 adjudication from February to March 2026, at the request of the Authority’s counsel, if all parties would agree there
will be no requests to continue the Phase 2 trial date. On January 13, 2026, the Authority agreed.

1 sustainability plan’s determination of a basin’s sustainable yield before trying any other issue in
2 the action”] & §§ 5, 7, 8 [proposing amendments to Code Civ. Proc., § 850(b) and Wat. Code,
3 §§ 10737.2(b) and 10737.8 to prohibit a court from establishing a basin’s safe yield in excess of
4 its sustainable yield as set in a validated GSP for that basin].)

5 Indeed, in the adjudication, the Court already rejected the argument that the GSP’s
6 determination of sustainable yield binds the Court in the adjudication and precludes the Court
7 from considering safe yield. (Adjudication ROA 1465, 1557.) And the Court of Appeal and the
8 California Supreme Court both declined to review the ruling. (Adjudication ROA 1552.) The
9 Sustainable Groundwater Management Act (SGMA) does not require courts to automatically
10 defer to a groundwater sustainability agency’s sustainable yield determination in its GSP—i.e.,
11 courts in an adjudication retain authority to determine safe yield post-SGMA, even in the face of
12 a valid, Department of Water Resources (“DWR”)-approved GSP. (See generally *Bring Back*
13 *the Kern v. City of Bakersfield* (2025) 110 Cal.App.5th 322, 348, 351-352, 356-357, review
14 granted, 571 P.3d 347, 348; Adjudication ROA 1310, 1312, 1320, 1346, 1364, 1368, 1413.)

15 Finally, the Authority presents a false dichotomy. The Authority proposes a continuance
16 of the Phase 2 trial to attempt to force the District to choose between preserving the Phase 2 trial
17 date or preserving a challenge to the GSP. Maintaining the Phase 2 trial on safe yield in the
18 adjudication does not preclude a ruling permitting the District to proceed with a challenge to the
19 GSP in this case.

20 **B. The District Proposes an Alternative Schedule.**

21 The District proposes the following alternative schedule for this case (while maintaining
22 the Phase 2 trial date of June 1, 2026 in the adjudication):

- 23 • Lodge the Administrative Record: May 29, 2026.
- 24 • District’s Opening Brief Due: June 26, 2026.
- 25 • Authority’s Opposition Brief Due: July 24, 2026.
- 26 • District’s Reply Brief Due: August 3, 2026.
- 27 • “Trial” on Reverse Validation Action (hearing): August 12, 2026.

1 The District proposes that the Phase 2 trial proceed on June 1, 2026, before the hearing
2 on the reverse validation action, as the Court’s ruling on Phase 2 could impact the extent of the
3 issues to be litigated in the District’s challenge to the GSP.

4 **C. Application of the Five-Year Rule Is No Cause for Concern.**

5 An action must be “brought to trial within five years after the action is commenced
6 against the defendant.” (Code Civ. Proc., § 583.310.) The running of the five-year period is
7 tolled any time (1) the court’s jurisdiction was suspended; (b) the prosecution was stayed or
8 enjoined; or (c) it was impossible, impracticable, or futile to bring the action to trial. (Code Civ.
9 Proc., § 583.340.) “A trial shall be deemed to actually commence at the beginning of the
10 opening statement or argument of any party or his or her counsel, or if there is no opening
11 statement, then at the time of the administering of the oath or affirmation to the first witness, or
12 the introduction of any evidence.” (Code Civ. Proc., § 581.)

13 Validation and reverse validation actions proceed like writ proceedings on an
14 administrative record. (*Community Youth Athletic Center v. City of National City* (2013) 220
15 Cal.App.4th 1385, 1395, 1403.) In a writ proceeding, the hearing on the petition is considered
16 the “trial.” (*Capo for Better Representation v. Kelley* (2008) 158 Cal.App.4th 1455, 1461-1462;
17 *Bevli v. Brisco* (1985) 165 Cal.App.3d 812, 820.) Given the lack of a jury or witnesses in a writ
18 proceeding, trial commences upon the introduction of evidence. (*Bevli, supra*, 165 Cal.App.3d
19 at 820; *Kearl v. Bd. of Medical Quality Assurance* (1986) 189 Cal.App.3d 1040, 1050.)

20 Here, the five-year-rule period expires on August 13, 2026, at the earliest.² Searles filed
21 a writ of mandate against the Authority on September 29, 2020. (ROA 43.) On
22 January 15, 2021, the case was consolidated with *Mojave Pistachios, LLC, et al. v. Indian Wells*
23 *Valley Groundwater Authority, et al.* (Orange County Super. Ct. Case No. 30-2021-01187589-
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26
27 ² Arguably, it was impractical to bring this case to trial as soon as the petition for writ of mandate was filed in the
28 Court of Appeal on February 21, 2023. (See, e.g., *New W. Fed. Sav. & Loan Assn. v. Super. Ct.* (1990) 223
Cal.App.3d 1145, 1151-1152, 1155-1156.) Using February 21, 2023 instead of the date the stay commenced
(April 26, 2023) would extend the tolling of the five-year period to 382 days—through October 16, 2026.

1 CU-WM-CXC; “MP Action”).³ (ROA 32.) The MP Action was stayed pursuant to an
2 April 26, 2023 order of the Court of Appeal, Fourth Appellate District, Division Three after a
3 petition for writ of mandate was filed in that court on February 21, 2023. (ROA 632.) On
4 February 8, 2024, the Court of Appeal issued its opinion denying the petition for writ of
5 mandate. (ROA 649.) The court’s February 8 opinion dissolved the stay upon finality of the
6 opinion, which was on March 9, 2024. (*Mojave Pistachios, LLC v. Super. Ct.* (2024) 99
7 Cal.App.5th 605, 637; see Cal. Rules of Court, Rule 8.264(b) [Court of Appeal opinion in a civil
8 appeal is generally final in that court 30 days after filing].) The stay was in place for a total of
9 318 days.

10 **3. SEARLES ALLEGED A REVERSE VALIDATION ACTION TO CHALLENGE**
11 **THE GSP, AND THE DISTRICT IS AN INTERESTED PARTY TO THAT**
12 **CHALLENGE.**

13 **A. After Expressly Admitting that Searles Properly Alleged a Reverse**
14 **Validation Action to Challenge the GSP, the Authority Cannot Deny It Now.**

15 The Authority itself previously admitted that Searles properly pled a reverse validation
16 action to challenge the GSP. The Authority wrote: “While a portion of Searles’ first cause of
17 action sets forth a valid cause of action—although the Authority disagrees with Searles [sic]
18 challenge to the GSP, it is a properly pled cause of action.” (ROA 377 [Authority’s Reply ISO
19 Motion to Strike Searles’ First Amended Petition], p. 11:22-24 [emphasis added].) The
20 Authority cannot now credibly assert the exact opposite—“Although the GSP may be challenged
21 through a reverse validation claim, that does not mean that Searles properly pled such a claim.”
22 (Authority’s Initial Supp. Brief [ROA 750], p. 15:1-2.)

23 Earlier in the same paragraph of its initial supplemental brief, the Authority admitted that
24 Searles does seek to challenge the GSP—“Searles unequivocally petitions for a ‘writ of mandate
25 or peremptory writ to set aside the GSP . . .” (Authority’s Initial Supp. Brief [ROA 750],
26 _____

27 ³ The parties in this case and the MP Action repeatedly indicated the administrative records would be “mostly
28 similar.” (E.g., Adjudication ROA 985, p. 7:2-4; Adjudication ROA 1021, p. 6:20-22; Adjudication ROA 1162,
p. 8:10-12; Adjudication ROA 1241, p. 8:6-8; Adjudication ROA 1582, p. 8:1-6.)

1 p. 14:22-23 [emphasis added].) And, the Authority has agreed that the only way to properly
2 challenge the GSP is through a reverse validation action. (Code Civ. Proc., § 869; *Davis v.*
3 *Fresno Unified Sch. Dist.* (2023) 14 Cal.5th 671, 686; Supp. Evertz Decl. [ROA 746], ¶ 10,
4 Exh. 16, pp. 38:26-39:2.) In other words, it is impossible for the challenge to the GSP that the
5 Authority admitted Searles made in its petition, to be raised as a writ proceeding. What is
6 possible—and common—is for a petitioner to bring a reverse validation action with other related
7 non-validation claims, as Searles did here. (E.g., *City of Ontario v. Super. Ct.* (1970) 2 Cal.3d
8 335, 339.) The Court’s tentative ruling correctly observed, “That Searles raises other bases for
9 relief doesn’t mean the challenge to the GSP isn’t a reverse validation action.” (ROA 732, p. 7.)

10 **B. Searles’ GSP Challenge Was Not Limited to Interference with Searles’**
11 **Water Rights.**

12 Searles certainly “file[d] this lawsuit to protect its groundwater rights in the [Basin].”
13 However, the first cause of action challenging the GSP, among other Authority actions, was not
14 based solely on the Authority’s interference with Searles’ water rights. (ROA 220 [Searles’ First
15 Amended Petition], p. 2:4-5, ¶ 1.) Searles alleged multiple deficiencies with the GSP, including:

- 16 • The Authority abused its discretion in preparing and adopting the GSP, and the
17 Authority’s decisions and actions were arbitrary and capricious, and lacked proper
18 evidentiary support. (ROA 220 [Searles’ First Amended Petition], p. 22:5-9,
19 ¶ 93.)
- 20 • The GSP improperly assigned the entire sustainable yield of 7,650 acre-feet to the
21 United States in “a biased and predetermined outcome.” (ROA 220 [Searles’
22 First Amended Petition], pp. 9:17-24, 13:18-22, ¶¶ 38, 55.)
- 23 • The GSP improperly characterized the City of Ridgecrest’s rights and the County
24 of Kern’s rights as overlying rights superior to all other overlying rights.
25 (ROA 220 [Searles’ First Amended Petition], pp. 9:27-10:12, 10:15-19, ¶¶ 39,
26 41.)

- 1 • The GSP “substantially underestimate[d] key components of the Basin’s water
2 budget (groundwater recharge and groundwater extractions) and sustainable yield
3 . . . including return flows, subsurface inflows and other sources of Basin
4 recharge.” (ROA 220 [Searles’ First Amended Petition], p. 12:15-20, ¶ 50.)
- 5 • The Authority did not rely on the best available information or the best available
6 science to quantify the Basin’s water budget, as required by SGMA; instead, the
7 Authority “attempted to create the GSP to fit Authority’s biased and erroneous
8 narrative as to the claimed amount of water federally reserved” to Naval Air
9 Weapons Station China Lake. (ROA 220 [Searles’ First Amended Petition],
10 p. 12:21-28:, ¶¶ 51, 52.)
- 11 • Relying on a numerical groundwater model owned and controlled by the United
12 States, the Authority made erroneous calculations and never made the model
13 available to stakeholders or the public, despite repeated requests. (ROA 220
14 [Searles’ First Amended Petition], pp. 12:28-13:4, ¶ 52.)
- 15 • The Authority failed to meaningfully engage stakeholders, as required under
16 SGMA, by insufficiently documenting and explaining the underlying assumptions
17 used in the numerical groundwater model scenarios; ignoring information
18 submitted during the GSP development and adoption process, including written
19 and oral comments to correct misstatements contained in the GSP; and failing to
20 properly respond to stakeholders’ comments. (ROA 220 [Searles’ First Amended
21 Petition], pp. 13:5-11, 22:10-14, ¶¶ 53, 94.)
- 22 • “[T]he GSP has foundational scientific and analytical errors” and itself
23 acknowledged serious data gaps, raising significant questions about the accuracy
24 of the Basin’s sustainable yield, water budget, sustainability goal, and threshold
25 estimates upon which the Authority relied and continues to rely in implementing
26 the GSP. (ROA 220 [Searles’ First Amended Petition], pp. 13:10-11, 14:8-13,
27 ¶¶ 53, 57.)

- 1 • The “estimated sustainable yield of 7,650 acre-feet is based on incomplete and
2 inaccurate data.” (ROA 220 [Searles’ First Amended Petition], p. 15:1-2, ¶ 61.)

3 These flaws in the GSP and the Authority’s process in developing and adopting the GSP
4 are not specific to Searles. Rather, they are consistent with the in rem nature of a validation
5 action, the effect of which will be binding on all persons, including the District.

6 **C. The GSP Serves as the Foundation for the Replenishment Fee.**

7 The Replenishment Fee may not be subject to validation, but without a valid GSP, the
8 Replenishment Fee should fall. The Authority adopted the Replenishment Fee under Water
9 Code section 10730.2, not section 10730. (Authority Ord. No. 03-20; Cf. Wat. Code, § 10730(a)
10 [authorizing groundwater sustainability agency to impose fees to fund the cost of developing a
11 GSP].) Section 10730.2 provides for the imposition of extraction fees to fund costs of
12 groundwater management (like the Replenishment Fee) after a groundwater sustainability agency
13 adopts a GSP. (Wat. Code, § 10730.2(a) & (b).) SGMA does not specify the effect of, or
14 remedies following, a judgment determining a GSP to be invalid. In validation proceedings
15 generally, when a court determines that a government action is invalid, the action is deemed void
16 and without legal effect, and the action is ordered set aside. (E.g., *Community Youth Athletic*
17 *Center, supra*, 220 Cal.App.4th at 1395-1397, 1404.)

18 **4. FULL DISMISSAL WOULD BE INAPPROPRIATE HERE AS TO THE**
19 **REVERSE VALIDATION ACTION.**

20 In opposing the District’s efforts to continue this reverse validation action, the Authority
21 relies heavily on the fact that the District’s answer did not seek affirmative relief. The District’s
22 answer cannot be dispositive. Answers by their very nature pursuant to statute cannot seek
23 affirmative relief. (Code Civ. Proc., § 431.30(c) [“Affirmative relief may not be claimed in the
24 answer.” {emphasis added}].)

25 There is a dearth of authority regarding dismissal in a reverse validation action. No case
26 has held that a party, such as the District, forfeits its right to challenge the GSP when the agency
27 whose action is being challenged settles with another party. However, compelling authority—
28 cases the District cites involving validation or reverse validation—are more applicable to the

1 scenario before the Court. That authority weighs against full dismissal. (See District’s Initial
2 Supp. Brief [ROA 746], § 5.B, pp. 12-14; District’s Reply [ROA 725], §§ 1, 3, pp. 1, 3-6;
3 District’s Motion [ROA 707], § 3.C, pp. 3-4.)

4 On the other hand, none of the cases cited by the Authority involve validation or reverse
5 validation. And, none of the Authority’s cases hold that the District should forfeit its right to
6 challenge the GSP just because Searles and the Authority have settled. (See *S. B. Beach*
7 *Properties v. Berti* (2006) 39 Cal.4th 374 [breach of fiduciary duty action, where plaintiff
8 requested voluntary dismissal without prejudice before defendant filed an anti-SLAPP motion];
9 *Wells v. Marina City Properties, Inc.* (1981) 29 Cal.3d 781 [unspecified action involving no
10 public agency, where plaintiff requested voluntary dismissal without prejudice before the hearing
11 on defendant’s motion to dismiss for plaintiff’s failure to file an amended complaint after the
12 sustaining of defendant’s demurrer]; *H. D. Arnaiz, Ltd. v. County of San Joaquin* (2002) 96
13 Cal.App.4th 1357 [breach of contract action, where trial court did not abuse its discretion in
14 granting plaintiff’s motion to vacate its own request for voluntary dismissal without prejudice];
15 *O’Dell v. Freightliner Corp.* (1992) 10 Cal.App.4th 645 [personal injury action brought by
16 intervenor’s employee, where employee settled with defendant and requested voluntary dismissal
17 before intervenor filed a notice of lien or motion for leave to file a complaint in intervention to
18 recoup the workers’ compensation benefits it had paid to employee]; *Associated Convalescent*
19 *Enterprises v. Carl Marks & Co.* (1973) 33 Cal.App.3d 116 [action on promissory note, for
20 foreclosure, for fraud, and for other related relief, where plaintiff requested voluntary dismissal
21 without prejudice before defendant sought statutory attorney’s fees or filed an answer to
22 plaintiff’s amended complaint following the sustaining of defendant’s demurrer]; *Gherman v.*
23 *Colburn* (1971) 18 Cal.App.3d 1046 [breach of alleged joint venture agreement action, where
24 plaintiff requested voluntary dismissal before trial commenced]; *Roski v. Super. Ct.* (1971) 17
25 Cal.App.3d 841 [insurance company filed an action against its insured, on the ground of
26 negligence, for reimbursement of payments made to intervenor; insurance company requested
27 voluntary dismissal after settling with insured before intervenor filed a motion to intervene];
28 *Egly v. Super. Ct.* (1970) 6 Cal.App.3d 476 [negligence and breach of contract action, where

1 plaintiff requested voluntary dismissal after a potential intervenor filed a motion to intervene but
2 before the hearing on the motion and the filing of a complaint in intervention]; *Klinghoffer v.*
3 *Barasch* (1970) 4 Cal.App.3d 258 [action to recover on promissory notes, where complaint in
4 intervention was filed after plaintiff requested voluntary dismissal]; *Sullivan v. Compton* (1943)
5 61 Cal.App.2d 500 [quiet title action, where plaintiff requested voluntary dismissal and
6 defendant had not sought affirmative relief].)

7 **5. THE AUTHORITY WILL NOT SUFFER UNDUE PREJUDICE ABSENT FULL**
8 **DISMISSAL.**

9 Allowing the District to proceed with a challenge to the GSP poses no reasonable threat
10 to the settlement between the Authority and Searles. It will not invalidate their settlement
11 agreement (“SVM Agreement”). (See District’s Initial Supp. Brief [ROA 746], § 4, pp. 9-11.)
12 The Authority claims permitting the District to maintain this action could unravel the SVM
13 Agreement due to a mistake of law and failure of consideration, yet the Authority fails to discuss
14 the elements of either theory or to explain how either applies. Neither applies.

15 **A. The Authority Cannot Show Mistake of Law to Invalidate the SVM**
16 **Agreement.**

17 To assert a mutual mistake of law to invalidate the SVM Agreement, the Authority must
18 show: (1) a misapprehension of the law by both parties to the SVM Agreement; (2) both
19 supposing that they knew and understood the law; and (3) both making substantially the same
20 mistake as to the law. (Civ. Code, § 1578, subd. 1; *Hedging Concepts v. First Alliance*
21 *Mortgage Co.* (1996) 41 Cal.App.4th 1410, 1421-1422 [mutual mistake of law vitiates consent
22 only if all contracting parties shared the same misunderstanding of the law].) The kind of
23 mistake rendering a contract voidable does not include “mistakes as to matters which the
24 contracting parties had in mind as possibilities and as to the existence of which they took the
25 risk.” (*Stermer v. Bd. of Dental Examiners* (2002) 95 Cal.App.4th 128, 134 [affirming denial of
26 motion to set aside a settlement agreement, rejecting existence of mistake of law that would
27 support invalidating the agreement, and holding the parties to the benefit of their bargain].)
28 “Where parties are aware at the time the contract is entered into that a doubt exists in regard to a

1 certain matter and contract on that assumption, the risk of the existence of the doubtful matter is
2 assumed as an element of the bargain.” (*Ibid.*)

3 Here, the Authority and Searles appear to have believed, independent of the other, that
4 this case would be fully dismissed upon Searles’ filing of a request for voluntary dismissal.
5 (Supp. Evertz Decl. [ROA 746], ¶ 10, Exh. 16 [11/21/25 Transcript, pp. 21:13-22:14, 24:18-
6 25:6, 32:21-33:12].) However, this kind of mistake of law is not the kind of mistake that renders
7 the SVM Agreement voidable. The Authority and Searles were—or should have been—aware at
8 the time they entered the SVM Agreement that doubt existed as to whether full dismissal would
9 be entered, given the District’s pending motion and authority cited. They contracted on the
10 assumption that the case would be fully dismissed, and the risk should be assumed as an element
11 of the bargain.

12 **B. The Authority Cannot Show Failure of Consideration to Invalidate the SVM**
13 **Agreement.**

14 “The burden of showing a want of consideration sufficient to support an instrument lies
15 with the party seeking to invalidate or avoid it.” (Civ. Code, § 1615.) To assert failure of
16 consideration to invalidate the SVM Agreement, the Authority must show: (1) the Authority’s
17 consideration fails, in whole or in a material part, through the fault of Searles; (2) the Authority’s
18 consideration becomes entirely void from any cause; or (3) the Authority’s consideration, before
19 it is rendered to the Authority, fails in a material respect from any cause. (Civ. Code,
20 § 1689(b)(2), (b)(3), & (b)(4); *Wylser v. Feuer* (1978) 85 Cal.App.3d 392, 403-404 [“Case law
21 has uniformly held that a failure of consideration must be ‘material,’ or go to the ‘essence’ of the
22 contract before rescission is appropriate.”].) Failure of consideration does not apply where a
23 person got the benefit of the bargain, but the benefit was not as valuable as expected. (See, e.g.,
24 *Fox v. Ehrmantraut* (1980) 28 Cal.3d 127, 136-137 [party received stock as promised, but
25 company soon went bankrupt].)

26 Here, the Authority cannot—and did not attempt to—show a failure of consideration.
27 First, any alleged failure of consideration is not the fault of Searles. The SVM Agreement
28 required Searles to file a request for dismissal with prejudice within five business days of the

1 effective date. (Supp. Evertz Decl. [ROA 746], ¶ 14, Exh. 18, p. 2, ¶ 1.1.) Searles complied
2 (ROA 729 [Request for Dismissal]), guaranteeing that Searles has dropped its challenge to the
3 GSP.

4 Second, the Authority’s consideration has not become entirely void.

5 Third, the Authority’s consideration has not failed in a material respect. The Authority’s
6 consideration cannot be deemed to have failed in a material respect just because the benefit the
7 Authority received from Searles’ satisfaction of its obligation under the SVM Agreement was
8 not as valuable as the Authority expected—i.e., if Searles’ request for dismissal results in
9 dismissal only as to Searles and not as to the entire case. Moreover, dismissal of this case is not
10 the Authority’s only consideration under the SVM Agreement. The Authority received
11 consideration in addition to Searles’ filing of a request for dismissal, including:

- 12 • The Authority secured Searles’ dismissal of another case against the Authority—
13 i.e., Searles’ petition for writ of mandate to compel disclosure of public records
14 under the Public Records Act. (Supp. Evertz Decl. [ROA 746], ¶ 14, Exh. 18,
15 p. 2, ¶ 1.1.)
- 16 • The Authority secured a release and waiver of claims from Searles concerning all
17 cases brought by Searles against the Authority or by the Authority against Searles.
18 (Supp. Evertz Decl. [ROA 746], ¶ 14, Exh. 18, p. 2, ¶¶ 1.2, 1.3.)
- 19 • The Authority secured Searles’ agreement not to challenge the Authority’s 2025
20 Periodic Evaluation of the GSP. (Supp. Evertz Decl. [ROA 746], ¶ 14, Exh. 18,
21 p. 2, ¶ 1.3.)
- 22 • The Authority secured Searles’ agreement not to oppose the Authority’s
23 implementation of its imported water pipeline project. (Supp. Evertz Decl.
24 [ROA 746], ¶ 14, Exh. 18, p. 4, ¶ 4.)
- 25 • The Authority secured Searles’ agreement to limit its participation in the Phase 2
26 trial on safe yield in the adjudication, including Searles’ agreement not to call a
27 witness or affirmatively present evidence. (Supp. Evertz Decl. [ROA 746], ¶ 14,
28 Exh. 18, p. 4, ¶ 6.1.1.)

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PROOF OF SERVICE

*Mojave Pistachios, LLC; et al. v. Indian Wells Valley Groundwater Authority; et al.
Searles Valley Minerals Inc. v. Indian Wells Valley Groundwater Authority; et al.*

Orange County Superior Court - Civil Complex Center

The Honorable William Claster, Dept. CX101

Lead Case No. 30-2021-01187589-CU-WM-CXC

Consolidated with Case No. 30-2021-01188089-CU-WM-CXC

Related to: Case No. 30-2021-01187275-CU-OR-CJC; Case No. 30-2022-01239479-CU-MC-CJC; Case No. 30-2022-01239487-CU-MC-CJC; & Case No. 30-2022-01249146-CU-MC-CJC

I am a resident of the State of California, over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 650 Town Center Drive, Suite 550, Costa Mesa, CA 92626.

On January 26, 2026, I served true copies of the following document(s) described as **INDIAN WELLS VALLEY WATER DISTRICT’S RESPONSIVE SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION FOR ORDER CONFIRMING “INTERESTED PARTY” STATUS** on the interested parties in this action as follows:

PLEASE SEE SERVICE LIST

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address aconstant@murphyevertz.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

BY ELECTRONIC SERVICE: I caused a copy of the document(s) to be submitted to One Legal, LLC, through the user interface at www.onelegal.com.

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

Executed on **January 26, 2026**, at Costa Mesa, California.

/s/ Ali Constant

Alexandra Constant

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SERVICE LIST

*Mojave Pistachios, LLC; et al. v. Indian Wells Valley Groundwater Authority; et al.
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